



**INDIAN INSTITUTE OF TECHNOLOGY
(BANARAS HINDU UNIVERSITY), VARANASI
Varanasi-221005, Uttar Pradesh, India**

**NOTICE INVITING E-TENDER FROM CHARTERED ACCOUNTANT
FIRMS**

Tender No.: IIT (BHU)/Budget/CA/2019-20/01,

dated : 03.05.2019

Indian Institute of Technology (BHU), Varanasi, Varanasi-221005, Uttar Pradesh, India invites online tender from Chartered Accountant Firms for its accounting, tax filing and other related works for the financial year 2019-20, which may further be extended for next year(s) on satisfactory performance of the work.

The firms should have experience of doing similar kind of work in IITs/IIITs/NITs/ Central Universities/Central Government funded Educational Institutions.

Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> or IIT(BHU) website <https://www.iitbhu.ac.in/tenders>

Bid Submission Start Date	:	03.05.2019
Bid Submission End Date	:	25.05.2019
Pre-Bid Meeting Date	:	17.05.2019
Technical Bid Opening Date	:	27.05.2019

Sd/-
Registrar
Indian Institute of Technology
(Banaras Hindu University), Varanasi
Varanasi-221005,

CONTENTS OF TENDER DOCUMENT

Hiring of services of Chartered Accountant firms for the F.Y. 2019-20

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SECTION - I

(NOTICE INVITING E-TENDER)

1. On behalf of the Registrar, IIT (BHU) Varanasi, online tender from eligible, experienced Chartered Accountants Firms for doing various accounting works, filing of tax and other related works of the Institute is invited.
2. Tender Documents may be downloaded from Central Public Procurement Portal <http://eprocure.gov.in/eprocure/app> or IIT(BHU) website <https://www.iitbhu.ac.in/tenders>.
3. Bidders can access tender documents on the CPP Portal. They are required to select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the website <http://eprocure.gov.in/eprocure/app> as per the time schedule given in this tender document. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <http://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost.
4. Bidders are advised to go through instructions provided at “Instructions for online Bid Submission”. Bidders are requested to follow the instructions carefully as per the tender document and the instructions given in the above said website. The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.
5. No bid will be accepted manually. All bids (both Technical and Financial) should be submitted on the E-procurement portal on <http://eprocure.gov.in/eprocure/app> or before the last date as specified in critical data sheet. Further, all communications should be addressed to The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P.
6. The Institute shall not be responsible for any delay in submission of online Bids. The Institute reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. Institute’s decision in this regard shall be treated as final. No correspondence in this regard will be entertained. Further, the Earnest Money shall be forfeited, if it is found at any stage that information/particulars given by bidder are false.
7. A Demand Draft/Banker’s Cheque for an amount of Rs. 2360/- (Rupees Two Thousand Three Hundred Sixty only) { inclusive of 18% GST} (non-refundable) from Nationalized/ Scheduled bank drawn in favour of “Registrar, IIT (BHU)” payable at Varanasi has to be submitted offline along with the GST details of the Firm and addressed to the Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. (Scanned copy of DD/Banker’s Cheque in pdf format to be uploaded online) towards tender processing fee failing which the bid will be rejected. Bidders are requested to write their firm’s name and full address at the back of the Bank Draft / Bankers Cheque submitted.

8. The Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) shall be submitted offline in the form of Demand Draft drawn on Nationalized/ Scheduled bank in India in favour of “Registrar, IIT (BHU)” payable at Varanasi and be sent to The Registrar, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, U.P. (scanned copy of DD/Cheque in .pdf format to be uploaded online). Earnest Money will be refunded to unsuccessful bidders after finalization of the contract. After award of contract, the Company/Firm/Agency has to deposit specified performance security deposit. Performance security will remain valid for 1 month beyond the date of completion of all contractual obligations.
9. Conditional bids shall not be considered and will be rejected out rightly.
10. The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee constituted for the purpose. No bidder will be allowed to withdraw its bids after opening of technical bids. If any bidder intends to withdraw after opening of technical bids, its EMD will be forfeited.
11. The Institute reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
12. Any subsequent Updates, Addendums, Corrigendum etc., if any, will be published only on the website <http://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in. All bidders are required to regularly check the websites for any update(s).

CRITICAL DATA SHEET

Date of Issue/Publication of E-Tender Notice	03.05.2019 (16:00 Hrs)
Bid Document Download Start Date	03.05.2019 (16:30 Hrs)
Last Date and Time for submitting e-mail queries regarding technical specifications and other conditions of tender document	10.05.2019 (17:00 Hrs) (Kindly note that all queries are to be sent on the e-mail address given at the bottom row of this sheet. No e-mail queries shall be entertained after the aforementioned date and time.)
Pre-Bid Meeting Date, Time & Venue (All E-Mail queries received shall be discussed in the Pre-Bid Meeting in the presence of Prospective Bidders)	17.05.2019 (12:00 Hrs)
Bid Document Download End Date	25.05.2019 (16:00 Hrs)
Last Date and Time for Uploading of Bids	25.05.2019 (16:00 Hrs)
Technical Bid Opening Date	27.05.2019 (16:30 Hrs)
Tender Processing Fees (Non Refundable)	Rs.2,360/-
Earnest Money Deposit	Rs. 25,000/-
Address For Communication	Registrar, Indian Institute of Technology (BHU) Varanasi – 221005, U.P. Email: registrar@iitbhu.ac.in
Contract Duration	Initially for one year (Extendable for next year on satisfactory performance to be reviewed and assessed at the end of every year)

Sd/-
Registrar,
Indian Institute of Technology
(Banaras Hindu University),
Varanasi – 221005,
E-mail: registrar@iitbhu.ac.in

SECTION - II

INSTRUCTION FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant only to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information for submission of online bids on the CPP Portal may be obtained at <http://eprocure.gov.in/eprocure/app>.

1. Registration

- 1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. **Enrolment on the CPP Portal is free of charge.**
- 1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-II or Class-III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/TCS/n-Code/e-Mudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 1.6 Bidder has to logon to the site through secured log-in user ID/password, and the password of the DSC/e Token.

2. Searching for Tender Documents

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other key words etc. to search for a tender published on the CPP Portal.

- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tender” folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help desk.

3. Preparation of Bids

- 3.1 Bidder should take into account any corrigendum published, if any in respect of the tender document before submitting their bids.
- 3.2 Bidder, in advance, should be ready for the bid documents to be submitted as indicated in the tender document/schedule as PDF/XLS/RAR/DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 3.3 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, audit or certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents maybe directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Documents Comprising the Bid

The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” to be prepared by the Bidder shall comprise the following:

A. Techno – Commercial Bid (Un priced Bid): [Upload online scanned copies in PDF format]

- i) Scanned copy of Bid Security (EMD) & Tender Fee.
- ii) Scanned copy of Technical Bid (proforma given in Section – VIII and other documents.
- iii) Scanned copy of PAN Card, GST registration & National Electronic Fund Transfer Form (NEFT).
- iv) Scanned copy of documents mentioned in Eligibility Criteria as per Section-VII and VIII. Scanned copy of other relevant documents.

B. Price Bid: [Upload online in prescribed PDF format as per Bidding Document]

- i) Price Bid duly filled up with all the details as per Section-IX.
- ii) It is the responsibility of Bidder to go through the Bidding Document to ensure submission of all required documents.
- iii) All pages of the Bid should be numbered and indexed.

- iv) The authorized signatory of the Bidder must sign the Bid duly stamped at appropriate places and initial all the remaining pages of the Bid.
- v) A Bidder, who does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement shall be liable to be ignored and rejected.

Note: All documents should be submitted in PDF format.

4. Submission of Bids

- 4.1 Bidder should logon to the site well in advance for bid submission so that he/she upload the bid in time, i.e., on or before the bid submission date. Bidder will be responsible for any delay due to other issues.
- 4.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 4.3 Bidders are requested to note that they should necessarily submit their financial bids in the form at provided and no other format is acceptable. Once the details have been completed, the bidder should submit it online. If the format of financial bid is found to be modified by the bidder, the bid will be rejected.
- 4.4 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referring the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 4.5 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption for sensitive fields is done.
- 4.6 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.7 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.8 Kindly submit scanned PDF of all relevant documents.

5. Assistance to Bidders

- 5.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

- 5.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact numbers for the help desk are 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787.

6. General Instructions to the Bidders

- 6.1 The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app.in>. In the Technical Bids, the bidders are required to upload all the documents in **pdf format only**.
- 6.2 Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
- 6.3 Bidders are advised to follow the instructions provided in the Instructions to the Bidder for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
- 6.4 Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> and www.iitbhu.ac.in. **shall not tamper/modify the tender form including downloaded price bid template in any manner**. If the same is found to be tampered/ modified in any manner, tender will be completely rejected and Bid Security (EMD) would be forfeited.

SECTION - III

Instructions to Bidders

1. Scope of Work

Scope of work is provided in Section-VI of this document.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Institute will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

3. Tender Processing Fee

The tender processing fee (Rs. 2360/-) {inclusive of 18% GST}(non-refundable) from Nationalized/ Scheduled bank drawn in favour of “ Registrar, IIT (BHU)” payable at Varanasi has to be submitted offline (Scanned copy of DD/Cheque in. pdf format to be uploaded online) towards tender processing fee failing which the bid will be rejected. Bidders are requested to write their firm’s name and full address at the back of the Bank draft / Bankers Cheque.

4. Earnest Money Deposit (E.M.D.)

The Earnest money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) shall be payable in the form of Demand draft drawn on Nationalized/ Scheduled bank in India in favour of “ Registrar, IIT (BHU)” payable at Varanasi. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract.

5. Content of Bidding Documents

5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents.

In addition to Invitation of Bids, the bidding documents shall include:

- (a) Instructions for Online Bid Submission
- (b) Instructions to Bidders (ITB);
- (c) Introduction
- (d) Definitions
- (e) Details of Requirement
- (f) Scope of Work
- (g) Minimum eligibility criteria required for bidding
- (h) Proforma for Technical & Financial Bids

- (i) Evaluation Scheme
- (j) General Conditions of Contract (GCC);
- (k) Service Level Agreement

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information sought by the bidding documents or submission of a bid not responsive to the bidding requirements in every respect will be at the Bidder's risk and may result in rejection of bid.

6. Amendment of Bidding Documents

- 6.1 At any time prior to the deadline for submission of bids, the Institute may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 6.2 In order to facilitate prospective bidders' reasonable time within which the amendment, if any, may be accounted in preparing their bids, the Institute, at its discretion, may extend the deadline for the submission of bids.

7. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

8. Documents Comprising the Bid

8.1 Techno commercial un-priced bid and priced Bids:

The bids are to be uploaded in two parts in pdf format i.e. Techno commercial un-priced bid and priced Bids.

- (a) Techno commercial un-priced bid shall be submitted through CPP Portal. If the proof of Tender Processing Fee & EMD is not uploaded along with the technical bid, such bid will not be considered.
- (b) Priced bid.

8.2 Techno commercial un-priced bid:

Proforma for techno commercial un-priced bid is given at Section VIII.

8.3 Price Bid

The price bid shall comprise the techno commercial bid along with the price component indicating the prices for each and every item. The scanned copy of

completely filled financial bid in the proforma provided at Section IX is to be uploaded under cover 2 in pdf format.

- (i) The prices quoted must be net per unit as shown in the Section-IX.
- (ii) The rate must be stated for each item separately both in words and figures. If there is a discrepancy between the price quoted in word and figures the higher price quoted will be treated as final.
- (iii) The prices once accepted by the Institute shall remain valid till the successful expiry of the contract period and the work fully effected and accepted or **12 months** from the date of acceptance of contract whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties/taxes during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Period of Validity of Bids

- 10.1 Bids shall remain valid for **180** days after the date of bid opening prescribed by the Institute. A bid valid for a shorter period shall be rejected as non-responsive.
- 10.2 In exceptional circumstances, the Institute may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid.
- 10.3 Financial Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

11. The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **Manual submission of bids will not be considered.**

12. Deadline for Submission of Bids

- 12.1 Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.
- 12.2 The Institute may, at its discretion, extend this deadline for submission of bids by amending the bid.

13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

14. Modifications and Withdrawal of Bids

- 14.1 The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.
- 14.2 No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.
- 14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form. Withdrawal of a bid during aforementioned interval may result in the Bidder's forfeiture of its EMD.

15. Opening of Techno commercial un-priced Bids

All techno commercial un-priced bids (Cover-1) will be opened in the first instance.

16. Clarification of Bids

- 16.1 During evaluation of the bids, the Institute may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- 16.2 No Bidder shall contact the Institute authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute, it should be done in writing.
- 16.3 Any effort by a Bidder to influence the Institute's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

17. Evaluation of Techno commercial un-priced Bid

- 17.1 Prior to the detailed technical evaluation, the authority of the Institute will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his bid will be rejected. No document will be accepted in support of essential criteria after the last date of submission of bids.

17.2 The bidders short-listed by the Institute based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

18. Opening of Price Bids

18.1 Price Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids have been found to be eligible and substantially responsive will be opened.

18.2 The price Bids of the technically qualified bidders shall be opened in the presence of the tender committee.

19. Evaluation and Comparison of priced Bids

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not correct the errors, its bid will be rejected.

20. Institute's right to accept any bid and to reject any bid or all bids

The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Institute's action.

21. Award Criteria

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in Section X will be declared qualified.

22. Notification of Award

Prior to the expiry of the period of validity, the authority of the Institute will notify the successful Bidder in writing by e-mail, to be confirmed in writing by e-mail/speed post or hand delivered letter, that its bid has been declared qualified.

23. Fall clause

23.1 The price quoted by the bidder should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the bidder for stores of the same nature, class or description to any other procuring entity.

- 23.2 The price charged for the stores supplied under the contract by the Company shall in no event exceed the lowest price at which the Company sells the stores of identical description to any other person during the period till performance of all contractual obligation placed during the currency of the contract is completed. If at any time during the period the Company reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Institute and the price payable under the contract for these items of stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.
- 23.3 If it is discovered that the Company has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the Institute to (a) revise the price at any stage so as to bring it in conformity with sub-clause (23.1) above, or (b) to terminate the contract with recovery of loss.

SECTION - IV

Introduction

Indian Institute of Technology (BHU), an Institute of National Eminence under the Ministry of Human Resource and Development, Government of India requires the services of a reputed, well established and financially sound Chartered Accountants Firms for doing various accounting and filing of tax related works of the Institute.

A pre-bid meeting with the prospective bidders will be held 17.05.2019 at 12.00 Noon to apprise the bidders about the expectations of the Institute and to familiarize them with the scope of work and obligations in the proposed contract. The prospective bidders, desirous to bid, should visit the Institute and acquaint themselves with the scope and schedule of work, supervision and commitment needed on or before the date set for the pre-bid meeting.

SECTION - V

Definitions:

1. “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
2. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘Service Provider’ in certain contexts) means any eligible firm or company or agency participating in a procurement process/work contract with a Procuring/offering Entity;
3. “(Standard) Bid(ding) documents” (including the term ‘tender (enquiry) documents’ or ‘Request for Proposal Documents’ – RFP documents in certain contexts) means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid;
4. “Bid security” (including the term ‘Earnest Money Deposit’(EMD), in certain contexts) means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid: the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.;
5. “Competent authority” means the officer(s) who finally approves the decision.
6. “e-Procurement” means the use of information and communication technology (especially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures;
7. “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure goods, services and/or works.;
8. “Outsourcing of Services” means deployment of outside agencies on a sustained long term (for one year or more) for performance of other services which were traditionally being done in-house by the employees of Organisation (e.g. Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, .Errand/Messenger Services and so forth).
9. “Procurement Contract” (including the terms ‘Purchase Order’ or ‘Supply Order’ or ‘Withdrawal Order’ or ‘Work Order’ or ‘Contract for other services’ under certain contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the supplier,

Service Provider or Company/Firm/Agency on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.

10. "Service" is defined as any subject matter of procurement other than goods or works, except those incidental or consequential to the service and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such by a Procuring Entity but does not include appointment of an individual made under any law, rules, regulations or order issued in this behalf.

SECTION VI

TERMS OF REFERENCE

1. Scope of Work

The works consists of following jobs (the bidder may submit quote for all of the jobs listed below or any selected ones):

Job. 1- All the work related to preparation of Annual Accounts & Balance Sheet on accrual basis on the format applicable to the Central Autonomous Bodies:

(a) (i) Preparation of Account Books, Cash Books, Journal, Ledgers, Trial Balance, Income & Expenditure Statements, Receipt & Payment and Balance Sheet, Liability Register, Advance Register, Adjustment of income accrued. - Rate may be quoted on per entry basis for the expected number of 6-7 Lakh entries/vouchers for the F. Y. 2019-20.

(ii) Preparation of Centralized Fixed Assets Register for the Institute as a whole in the form of soft as well as hard copy.

(iii) Reply to statutory audit (Separate Audit Report-SAR and Audit Inspection Report-AIR).

(iv) To provide the financial related data for any of financial year, required if any from the balance sheet, during the period of engagement of firm.

(v) To advise on any other matter related to finance & accounts, not mentioned above.

(vi) To coordinate with Chartered Accountants previously hired by the Institute to finalize any matter due for the agreement period.

(b) Bank reconciliation works - Rate may be quoted on per entry basis. (approx. 1 lakh entries are expected for the F.Y. 2019-20)

Job. 2- All the auditing works related to office of Research & Development, IIT (BHU):

- (a) Auditing of project account and issuance of utilization certificates /expenditure certificate of Sponsored Project Account. - Rate may be quoted per UC per project basis
(approximately 140-160 UCs are expected for the F.Y. 2019-20 in connection with approx. 3000 no. of vouchers / challan under project)
- (b) Preparation and issuance of 15CA/CB form for LCs and wire transfers - Rate may be quoted per Form basis
(approximately 30-35 forms are expected for the F.Y. 2019-20)

Job. 3 – Filing of Tax such as ITR/TDS/GST, etc. to the respective Central/State Govt. Tax Administrative Authorities:

- (a) Filing of ITR - Rate may be quoted per year basis
- (b) Filing of TDS - Rate may be quoted per quarter basis
- (c) Filing of GST Return - Rate may be quoted per month basis (if returns are filed)
(approximately 90-100 vouchers per month are expected for F.Y. 2019-20)

Note – the data up to about numbers of 200 will be fed in excel sheet/filing format by CA firm from the hard copy of vouchers provided by the Institute for filing of GSTR-1

- (d) Generation of E-way Bill - Rate may be quoted per E-way bill basis
(approximately 40-50 E-way bill are expected for the F.Y. 2019-20)
- (e) Filing of Return of TDS under GST - Rate may be quoted per month basis
- (f) Filing of Return of TDS (24Q, 26Q and 27Q) (fresh return including correction return) - Rate may be quoted per quarter basis
- (g) Income Tax Assessment - Rate may be quoted per year basis

Job. 4 – Work pertaining to GST Audit of Accounts of the IIT (BHU) and submission/e-filing of its report, etc. to the Central Govt. Tax Administrative Authorities:

(a) To conduct GST Audit of accounts of the IIT (BHU) for the F.Y. 2018-19 in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017 (including any enactments or amendments made as may be applicable from time to time).

The consolidated and single rate for both the jobs i.e. (a) and (b) may be quoted

(b) Submission/e-filing of GST Audit Report along with annual return and reconciliation statement as per section 44(2) of the CGST Act, 2017 in E-form GSTR-9C within the scheduled date and in the manner as specified / prescribed by Central Board of Indirect Taxes and Customs (CBIC).

(approx. 3000 vouchers are expected for the F.Y. 2019-20)

Job.-5 : Providing of opinions on various cases pertaining to accounting and taxation matters **(rate may be quoted for per opinion basis.)**

2. Essential Terms & Conditions for completion of the works :

1. The firm(s) has to depute one dedicated CA (mandatory of Job-1), who has an experience of at least 3 years for the works mentioned in job-1 above and other dedicated personnel(s) depending upon the volume of work involved in each job.
2. The Job-1 & 4 are time bound activity, therefore, these are to be completed latest by 20.04.2020 (for Job. No.-1) and by 30.09.2019 (for Job No. – 4).
3. For the Job No.-2 (a) regarding auditing of project account and issuance of UC, the terms and conditions are as under :
 - a) The Audited Utilization Certificate should be prepared on the prescribed proforma of the funding agency by indicating the receipt and expenditure under various heads on non-recurring and recurring grant duly supported by the abstract of the AUC on the prescribed proforma.
 - b) An observation report on each project account showing the difference if any, between AUC balance and ledger of the Institute will have to be submitted in a separate sheet attached to AUC so that the same may be incorporated and tallied with the ledger of the Institute, otherwise payment for the that AUC may not be released.
 - c) A soft copy of AUC preferably on a CD will have to be provided by the firm to the R & D Section of the Institute for the record.

4. The Firm will have to provide weekly report to the office of the Registrar, IIT (BHU).
5. The work will be done at IIT (BHU)-Administrative Block under supervision of the Institute Officials.
6. All the Financial statements including Balance sheet are required to be provided in hard copy.
7. The detail of receipts and payments of each account will have to be provided as per Budget Estimate.
8. Reply to draft SAR/AIR forwarded by CAG office will have to be submitted by Firm to the Institute within two days from the date of receipt by them.
9. During the course of regular audit, replies to the audit objection will have to be submitted within the time schedule of the Auditor.
10. The Institute will have all the rights to discontinue or extend the services of the firms on the basis of their work performances.
11. Rate may be quoted keeping in view of further amendment in existing tax laws including GST.

3. Time Period

The Chartered Accountant firm will be required to provide the desired services initially for a period of One year i.e. F.Y. 2019-20 which may be extendable for another period of two years (on yearly basis) on satisfactory performance. Notwithstanding anything contained herein above, the Institute reserves the right to discontinue the services of Chartered Accountant firm in the event their services are found unsatisfactory at any time during the period.

4. Support and Input to the Firm

The Institute shall provide working space, computer(s)/printers(s), to the Firm to perform its services. The Institute will also provide all primary data to the firm for carrying out the jobs listed in the schedule and scope of work.

5. Payment Terms

The payment shall be made against the services provided by firm, subject to the following terms and conditions:

- i. The payment during the entire contract period may be made in accordance with the financial bid submitted by the selected bidder and accepted by the Institute. No price variation would be allowed during the contact period. The financial price quoted by the contacting firm shall be final. Based on performance, the Institute will consider giving increase every year, as decided later, on the price of the previous year for the next two financial years, if the contract is extended beyond 2019-20.
- ii. Any increase in statutory taxes during the contract period will be borne by the Institute.

- iii. TDS under Income Tax will be deducted at applicable rates.
- iv. All the payment shall be made on bill basis and payment scheduled for each job will be as under :

Job-1: 20% payment shall be made on quarterly basis at the end of each quarter for first three quarters, 30% payment will be made after finalization of Annual Accounts and remaining 10% after satisfactory completion of audit by the C. & A.G. of India.

Job-2-a: the payment shall be made on quarterly basis.

Job-2-b: the payment shall be made on individual bill basis

Job-3-a: the payment shall be made on yearly basis.

Job-3-b: the payment shall be made on quarterly basis.

Job-3-c: the payment shall be made on monthly basis.

Job-3-d: the payment shall be made on individual bill basis.

Job-3-e: the payment shall be made on monthly basis.

Job-3-f: the payment shall be made on quarterly basis.

Job-3-g: the payment shall be made on yearly basis.

Job-4 (a & b): the payment shall be made as a whole after completion of the work.

Job-5: the payment shall be made on quarterly basis.

- v. The Institutes reserves the right to deduct amount from the bill raised by the firm as may be considered reasonable for unsatisfactory services or delay in providing services. The decision of the Institute will be final in this regard.

6. Performance Security

The successful bidder will be required to deposit 10% of the bid amount towards performance Security in the form of Bank Guarantee before execution of the agreement. The Bank Guarantee must be valid up to 31st July 2019. In case of further extension of the contract the Bank Guarantee will also be renewed accordingly on yearly basis i.e. up to 31st July, 2020 and 31st July, 2021 respectively.

7. Arbitration Clause

In the event of any difference of dispute arising out of this contract, all efforts shall be made by both the Parties to settle the same amicably. Failing an amicable settlement, the dispute shall be finally settled through arbitration conducted under the Arbitration and Conciliation Act, 1996 by three arbitrators appointed in accordance with the said Act. The arbitrators shall give reasoned and speaking award. The venue of arbitration, if any, shall be at Varanasi.

SECTION - VII

MINIMUM ELIBILITY CRITERIA-CUM-TECHNICAL BID

The bids of those firms only will be considered which satisfy the following eligibility criteria:

1. The Chartered Accountant Firm should be registered with the Institute of Chartered Accountants of India (ICAI) and have Income Tax Permanent Account Number and GST Registration.
2. The Firm should have been in operation for at least 5 years after its registration.
3. The Firm must not have been convicted by the court of law (they must give a declaration)
4. The average annual income (i.e. average gross professional fees earned during the last 3 years) of the Firm in last 3 financial years i.e. (2015-16, 2016-17 and 2017-18) must be equal to or more than Rupees fifty lakhs (Rs. 50 Lakhs).
5. The Firm should have experience of at least three years in doing similar work of Central Autonomous Educational Institutions (i.e. for IITs, NITs and other education universities).
6. The Firm having their registered head/branch office in Varanasi, U.P. will be preferred.
7. The Firm will have to submit an undertaking regarding acceptance of all the points mentioned under General Terms & Conditions at Section-XI.
8. An affidavit, in original: Duly certified by a Notary that :
 - a. The Partners of the firm or sole proprietor or Company as the case may be, has never been black-listed and the name of the firm or company has not been changed.
 - b. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Court.
 - c. That there are no dues towards income tax as on the date of the affidavit.
9. Production of originals for verification: The bidder may be asked to produce the original documents for verification at any stage of tender process as and when sought for, failing which the bids are liable for disqualification.
10. Exemption to comply with any of the above criteria should be duly supported by the Government orders/ other Government documents. Non-compliance with any of the above conditions by the Service Provider will amount to non-eligibility for the services for which tender has been floated and its tender will be rejected being non responsive.
11. Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted with the technical bid.

SECTION - VIII

1. Proforma for Technical Bid

Sl. No.	Criterion	Details	
1.	Office Address of the firm		
	Name and address of the authorized official		
	Telephone no., Mobile, Email		
2.	The CA Firm should be registered with the Institute of Chartered Accountants of India (ICAI) and must possess permanent account number (PAN) under Income Tax and registration under Service Tax (provide copies of all registration certificates)	Registered with ICAI, then mentioned Registration Number (Date of Registration No.)	
		PAN of CA Firm	
		Service Tax Registration No.	
3.	The CA firm should be in operation for at least 5 years after its registration (provide necessary evidence)	Year of Registration/ Starting of operation	
		Nos. of years in operation after registration (in years)	
4.	Average Annual Income (i.e. average gross professional fee received/earned) of the CA Firm for the last 3 (three) years i.e. (2015-16, 2016-17 & 2017-18) must be equal to or greater than Rs. 50.00 lakh (Rupees Fifty Lakh) [Provide copies of the Audited Financial Statements for all the three years upto 31 st March, 2018 along with documents as per Annexure-I	Average Annual Income (i.e. Average Gross Professional Fees received/earned) of the CA Firm in last 3 (three) Rs. (in figure) Rs. in words	
5.	Experience of the firm in doing similar work of Central Autonomous Educational Institutions (Please give name and attached documents in support)		
6.	Experience of handling following work in Govt. Educational Institutions/ Central Autonomous Bodies/ Central Government funded organizations/ Institutions/Public Sector Undertakings (please provide necessary evidence): (i) All the work related to preparation of Annual Accounts		

	& Balance Sheet on accrual basis (as per the Job-1). (ii) Auditing of project account and issuance of UC/SE and preparation and issuance of 15CA/CB form (iii) Filing of Taxes such as ITR/TDS/GST, etc. generation of E-way bill, income tax assessment, etc. (iv) Work pertaining to GST Audit of accounts in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017 (v) Providing of opinions on various cases pertaining to accounting and taxation matters		
7.	Details of Earnest Money Deposit (i) DD No. (ii) Date (iii) Amount (iv) Drawn Bank		
8.	Details of Tender Processing Fees (i) DD/Cheque No. (ii) Date (iii) Amount (iv) Drawn Bank		

Certified that the above particulars are correct. In the event of any information found to be incorrect the Institute is at liberty to reject the proposal of the CA Firm.

Date :

Signature.....

SEAL :

Name and Designation.....

Annexure-I

Details of CA Firm's Professional Income [Gross Professional Fees earned]

Particular	Financial year 2015-16	Financial year 2016-17	Financial year 2017-18	Average Annual Income
Annual Income* (Rs. in Lakh)				

*Furnish the Audited Accounts of the Firm along with copy of the acknowledgement of Income Tax Return for all the 3 (three) years.

Date :

Signature.....

SEAL :

Name and Designation.....

SECTION - IX

Proforma for Financial Bid

Sl. No.	Description of Fees	Professional Fees		Payment schedule
		Rupees (in figure)	Rupees (in words)	
1.	All the works related to preparation of Annual Accounts & Balance Sheet on accrual basis (as per Job-1 mentioned at Section-VI)			The firm shall raise bills as mentioned in payment terms, as mentioned at point no. 5 of the Section-VI
2.	Auditing of project account and issuance of UC/SE and preparation and issuance of 15CA/CB form (as per Job-2 mentioned at Section-VI)			The firm shall raise bills as mentioned in payment terms, as mentioned at point no. 5 of the Section-VI
3.	Filing of Taxes such as ITR/TDS/GST, etc. generation of E-way bill, income tax assessment, etc. (as per Job-3 mentioned at Section-VI)			The firm shall raise bills as mentioned in payment terms, as mentioned at point no. 5 of the Section-VI
4.	Work pertaining to GST Audit of accounts in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017 (as per Job-4 mentioned at Section-VI)			The firm shall raise bills as mentioned in payment terms, as mentioned at point no. 5 of the Section-VI
5.	Providing of opinions on various cases pertaining to accounting and taxation matters (as per Job-5 mentioned at Section-VI)			The firm shall raise bills as mentioned in payment terms, as mentioned at point no. 5 of the Section-VI

Note:

1. The rate may be quoted in view of the quantum of works for each job mentioned at Section-VI and the quoted fee should be all inclusive except GST. No other charges on

account of travelling, accommodation, food and other expenses will be paid. However, the facility related to printing, stationery and computers etc. will be arranged by the Institute.

- 2.** GST will be paid **extra as applicable. Statutory changes in GST rate if any shall be borne by the Institute.**
- 3.** Deductions shall be made by the Institute as per statutory rates and norms.

SECTION - X

Technical and Financial Evaluation Criteria:

1.	Experience of the Firm	Points	
(a)	Firm's Existence in years after its registration For 5 years 5 marks and 1 extra mark for every additional completed year and maximum 10 marks		10
(b)	Experience of handling following works in Govt. Educational Institutions/Central Autonomous Bodies/Central Government funded Organizations/Institutions/Public Sector Undertakings		20
(i)	All the work related to preparation of Annual Accounts & Balance Sheet on accrual basis (as per the Job-1).	4	
(ii)	Auditing of project account and issuance of UC/SE and preparation and issuance of 15CA/CB form	4	
(iii)	Filing of Taxes such as ITR/TDS/GST, etc. generation of E-way bill, income tax assessment, etc.	4	
(iv)	Work pertaining to GST Audit of accounts in accordance with section 35(5) read along with 44 (2) of the CGST Act, 2017	4	
(v)	Providing of opinions on various cases pertaining to accounting and taxation matters	4	
2.	Presentation before the Committee		20
3.	Total Technical Score		50
4.	Score on Financial Proposal*		50
	Grand Total (3 + 4)		100
<p>* Formula for calculation of Financial Proposal</p> <p>The technically evaluated and accepted proposal with least financial cost (i.e. L-1) will be assigned a score of 50. The score of other technically accepted firms will be evaluated as per following formula :</p> <p>= (L1 amount) x 50/(Financial amount of bid being evaluated)</p>			

Note :

- The firm having technical score of less than 25 will be rejected. The firm having maximum total score i.e. technical score plus financial score will be selected for the award of work. However, a panel of two firms according to their scores will be made. In case of any firm fails to complete the assigned work, the Institute may assign the work to the next bidder as given in the panel.
- The evaluation of financial bid shall be made separately for each job.

SECTION - XI

GENERAL CONDITION OF CONTRACTS:

1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2. Standards

The service provided under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to such standards as shall be the latest issued by the concerned Institution.

3. Use of Contract Documents and Information

3.1 The Service Provider shall not, without the Institute's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Institute in connection there with, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

3.2 The Service Provider shall not, without the Institute's prior written consent, make use of any document or information except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, shall remain the property of the Institute and shall be returned (in all copies) to the Institute on completion of the Service Provider's performance under the Contract if so required by the Institute.

3.4 Patent Rights

The Service Provider shall indemnify the Institute against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

4. Submission of the bids.

4.1 All bids complete in all respect must be submitted online on or before the Bid Closing date and time as mentioned on Critical Data Sheet. Tenders received without earnest money etc. shall be rejected.

4.2 Tender documents are available on IIT (BHU) website: www.iitbhu.ac.in/iitnotifications/purchase_enquiries/ and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

4.3 Interested bidders may submit their bid through Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.

5. Other Conditions for bid submission

- 5.1** Any conditional bid shall not be considered and will be out rightly rejected in the very first instance.
- 5.2** The bidder shall quote the Technical and Financial bids as per the format enclosed for the same.
- 5.3** The earnest money will be forfeited if the bidder withdraws from the tender at any stage.
- 5.4** The bidder must include the list of Organisation where they have provided similar services at least in the last 3 years, along with name, phone and fax number of the contact person there, so that references for their services can be obtained, if required.

6. Other General Conditions

- 6.1** IIT (BHU) being an Educational Institution, the Service Provider will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.
- 6.2** All personnel/employees/workmen employed by the Service Provider shall be, preferably, below 55 years with good health and sound mind. The personnel/employees/workmen of the Service Provider shall be liable to security screening by the Security Staff deployed by IIT (BHU).
- 6.3** The Service Provider shall appoint fully qualified and competent workers as per the requirement and eligibility mentioned at para 3 (b) above at their own cost, to ensure that the services rendered by them are the best.
- 6.4** The employees employed by the Service Provider shall always be under the direct and exclusive control and supervision of the Service Provider and the Service Provider may transfer its employees /workmen and in accordance with their needs in consultation with the Institute. Adequate and necessary numbers of employees / workmen are deployed by the Service Provider for fulfilment of their contractual obligations under this agreement. It shall be the sole responsibility of the Service Provider to ensure that employees/workmen, deployed by him, fulfil the obligations undertaken by the Service Provider under this agreement and the Service Provider shall provide such employees/workmen at his own cost, with such equipment as may be considered necessary.
- 6.5** Any theft or damage caused due to negligence of the Service Provider shall be borne by the Service Provider. Appropriate amount of penalty after due consideration and hearing will be imposed by Director, IIT (BHU) or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Service Provider.
- 6.6** No residential accommodation shall be provided by the Institute. The Service Provider shall have to make his own agreement for the lodging and boarding for their workmen.

- 6.7** IIT (BHU) will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 6.8** Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.
- 6.9** The selected Firm/Agency shall be solely responsible for the redressal of grievances of the persons employed. IIT (BHU) shall in no way be responsible for settlement of such issue.
- 6.10** IIT (BHU) shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 6.11** The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service Provider should communicate the above to all the manpower deployed in IIT (BHU) by the Service Provider.
- 6.12** The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a

certificate to this effect shall be provided to the Service Provider by IIT (BHU).

- 6.13** In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 6.14** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.
- 6.15** It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- 6.16** The IIT(BHU) reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The Service Provider will also have to serve a notice of equal period, if he wishes to terminate the contract.

7. Terms of Payment:

All the payments shall be as per point no.-5 of Section-VI.

8. Legal

- 8.1** Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Service Provider. In this regard the Service Provider at all-time should indemnify IIT (BHU) against all claims and will maintain necessary books, logs, register, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/labour enforcement officer/regional provident fund commissioner, as

and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the IIT (BHU) authority for verification and record.

- 8.2** For all intents and purposes, the bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed at IIT (BHU) for the housekeeping and catering services.
- 8.3** The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of IIT (BHU) during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in IIT (BHU). The Service Provider should communicate the above to all the manpower deployed in IIT (BHU) by the Service Provider.
- 8.4** The selected Firm shall also be liable for depositing all taxes, levies, Cass etc. on account of service rendered by it to IIT (BHU) to concerned tax collection authorities from time to time as per extant rules and regulations.
- 8.5** The selected Firm shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of IIT (BHU) or any other authority under Law.
- 8.6** In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof IIT (BHU) is put to any loss / obligation, monetary or otherwise, IIT (BHU) will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 8.7** The selected Firm will indemnify IIT (BHU) from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- 8.8** To resolve any dispute/legal issue matter will be referred to Director, IIT (BHU) or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Varanasi only.
- 8.9** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment

thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

9. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

10. Subcontracts

The Service Provider shall notify the Institute in writing of all sub contracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.

11. Delays in the Service Provider's Performance

If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Institute in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

12. Damages and Losses

Upon end of contract/termination thereof, the Service Provider is liable to return materials, if any issued to him to IIT (BHU) in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Service Provider as the case may be.

13. Complaints

The Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of IIT (BHU).

14. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party

in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

15. Penalty

If the Service Provider fails to perform the Services within the period(s) specified in the Contract, the Institute shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, assume equivalent to 1% per week and the maximum deduction is 10% of the contract price of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance. Once the maximum is reached, the Institute may consider termination of the Contract.

Further, the Institute reserves the right to impose financial penalty to be deducted from the monthly bill for habitual short attendance of man power, non-maintenance of cleanliness and for violation of any other condition which may lead to non-performance of contractual obligations.

Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by the Institute. The decision of the Director, IIT (BHU) will be final and binding in this regard.

16. Termination of Contract

16.1 If the services of the Service Provider are not found satisfactory they will be issued a written notice for improvement by the IIT (BHU) authority. If satisfactory improvement is not found (within 2 weeks)after this notice, penalty for poor service as specified in the agreement, a final two months' notice will be issued to the Service Provider by the IIT (BHU) authority to terminate the contract without prejudice to any rights or privileges accusing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.

16.2 IIT (BHU) reserves the right to terminate the contract by giving a two months' notice to the agency besides immediate termination of contract.

16.3 The Institute in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.

16.4 In case of breach of any terms and condition of the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Service Provider.

16.5 If the Service Provider, in the judgment of the IIT (BHU) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the IIT (BHU) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part.

SECTION - XII

Service Level Agreement

This agreement is made at Varanasi on between the **Indian Institute of Technology (Banaras Hindu University), Varanasi** hereinafter to be called the **First Party** through its Director or his representative and M/s hereinafter to be called the **Second Party**.

Whereas the **First Party** is on the lookout for a suitable party for its accounting, tax filing and other related works for the financial year 2019-20.

Whereas **M/s** hereinafter to be called the **Second Party** on the other part has quoted the rates, agreeable to the First Party, to carry out the work to the satisfaction of the First Party.

Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. PERIOD OF CONTRACT:

The contract will be for a period of 1 (one) year initially with a trial period of 3 (three) months. If the services during the trial period are satisfactory, the contract will be renewed for the remaining period of 9 (Nine) months. In case the services during the trial period are not satisfactory, the contract will be terminated with two weeks' notice. The IIT(BHU) may renew/extend the contract to such further period(s), as it may deem proper and in any case not exceeding 3 (three) years from the date of commencement of work, having regard to the quality and manner of the Service Provider's performance. However, it shall be with consent/written request by the Service Provider in this regard.

However, first party reserves its right to terminate the agreement by giving one month advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative.

- (i)** The Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the First Party.
- (ii)** In case of requirements of additional manpower, Machines/Tools, the Second Party will provide the required additional manpower, Machines/Tools to the First Party within a fortnight of submission of requirement.
- (iii)** The persons deployed for work should not be involved in any police case. Police verification certificate for the persons deployed for work has to be submitted by the Service Provider. A verification report in respect of all the

personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of IIT (BHU). Any changes should be informed immediately.

- (iv) The Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work is carried out as per the contract and complete satisfaction of the First Party.
- (v) The Second Party will ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
- (vi) The Second Party will ensure that persons deployed by the Second Party, who have to perform the work, shall not join any union or interfere with internal working of the establishments of the First Party.
- (vii) The Second Party will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The said deputed person will report to the designated officer of the First Party for further conformation on daily basis. Further, such deputed person will be available as and when required for any verification.
- (viii) The duty hours of the persons deployed by the second party shall be as desired by the First Party.
- (ix) The personnel deployed by the Second party at the premises of the First Party shall not have claim to become employees of the First Party and there will be no Employee and Employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

2. PAYMENT OF WAGES

All the payment shall be as per point no.-5 of Section-VI of the tender document.

In the event of the contract not being performed or carried out to the satisfaction of the First Party, the First Party will be at liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

3. PERFORMANCE SECURITY:

The Second Party will deposit 10% of the bid amount towards Performance Security in the form of Bank Guarantee in favour of “Registrar, IIT (BHU)”, Varanasi. The performance security shall be released only after 90 days of completion of the contract or otherwise and if there is no recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of this license. The said performance bank guarantee shall be valid for the period of license under the agreement. This security money will be refunded after three month of expiry of contract or its termination. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit.

4. MISCELLANEOUS:

- (i) In case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party suitably.
 - (ii) The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.
- 5. The Second Party shall be bound to provide full support and help in extinguishing any fire that breaks out anywhere. In case, if it is due to mishandling or any other reasons by any person deployed by Second Party, the full damage will be recovered from the Second Party.
 - 6. All correspondence pertaining to this contract shall be addressed to the authorized representative of the First Party
 - 7. In the case of any dispute the decision of the Director of the Institute shall be final and binding on both the parties. All disputes and differences between both the parties shall be settled amicably and between the parties. In case disputes still presents, the same shall be referred to the sole arbitrator to be appointed by the Director of the FIRST PARTY in consideration with the SECOND PARTY. The provision of the Arbitration And Conciliation Act, 1996 shall apply to the arbitration.
 - 8. All the litigations will be subject to the jurisdiction of courts at Varanasi.

9. The Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party or outside the premises for the work of First Party.

All the documents submitted during the process of tendering by the Second Party including the Tender Document issued by the First Party for the purpose, shall be presumed to form the part of the Agreement.

for and on behalf

M/s

**Indian Institute of Technology
(Banaras Hindu University)
Varanasi**

Second Party

First Party

<p>1. Witness:</p> <p>(a) Signature</p> <p>(b) Name</p> <p>(c) Address</p> <p>.....</p>	<p>1. Witness:</p> <p>(a) Signature</p> <p>(b) Name</p> <p>(c) Address</p> <p>.....</p>
<p>2. Witness:</p> <p>(a) Signature</p> <p>(b) Name</p> <p>(c) Address</p> <p>.....</p>	<p>2. Witness:</p> <p>(a) Signature</p> <p>(b) Name</p> <p>(c) Address</p> <p>.....</p>

Annexure - II

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,

The Registrar,
Indian Institute of Technology (BHU),
Varanasi-221005

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology (BHU), Varanasi (Procuring Entity) has invited tender vide Tender No..... dated..... for procurement of..... AND WHEREAS the said tender document requires that eligible successful bidder (Service Provider)..... wishing to supply the service.....
....

..... in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “ The Registrar, Indian Institute of Technology (BHU), Varanasi” in the form of Bank Guarantee for Rs. **(10% of the contract value)** and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Service Provider, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the Service Provider) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (Service Provider) fails to abide by any of the conditions referred to in tender document / Award of Contract, this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or demur Rs. (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Procuring Entity) as to whether the said bidder (Service Provider) has committed a breach of any of the conditions referred in tender document / Award of Contract shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the bidder (Service Provider) and/ or Indian Institute of Technology (BHU), Varanasi (Procuring Entity). **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs. (Indian Rupees only).

2. This Bank Guarantee shall be valid up to(date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT (BHU), Varanasi serve upon us a written claim or demand on or before(date). This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Annexure III

FORMAT OF BANK GUARANTEE FORM

1. This guarantee should be furnished by a Nationalized Bank / scheduled Bank, authorized by RBI to issue a Bank Guarantee.
2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

DATE:

BANK GUARANTEE NO:

Ref.: _____

To
Indian Institute of Technology
(Banaras Hindu University)
Varanasi-221005

Dear Sirs,

In accordance with your 'Invitation to Bid' under your Tender No:

_____ M/s:

_____ herein after called the Contractor,
with the following Directors on their Board of Directors / partners of the firm.

1. _____ 2. _____

3. _____ 4. _____

Agrees for the contract:

As an irrevocable Bank Guarantee for an amount of

Rs. _____ (in words and figures) valid for

_____ days from _____ is required to be
submitted by the Contractor/Supplier which amount is liable to be forfeited by IIT
(BHU), Varanasi in the event of 1) the withdrawal or revision of the offer by the
Bidder as a condition within the validity period. (2) Non-acceptance of the Letter of
Intent /Award of

Contract by the bidder when issued within the validity period. (3) Failure to furnish
the valid contract performance guarantee by the bidder within one month from the
receipt of the award of Contract and (4) on the happening of any contingencies
mentioned in the bid documents such as

_____.

We, the _____ Bank

at _____

having our Head office at _____ (Local address)

Guarantee and undertake to pay immediately on first demand by IIT (BHU) the
amount

of _____ (in figure and

words) without any reservation, protest, demur and recourse. Any such demand
made by IIT (BHU) shall be conclusive and binding on the Bank irrespective of any
dispute or difference.

The guarantee shall be irrevocable and shall remain valid up to

_____ (This date should be 6 months after execution of the

order). If any further extension of this guarantee is required the same shall be
extended to such required period (not exceeding one year) on receiving instruction
from

M/S. _____ on whose behalf this
guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and
stamp on this _____ day of _____ at

_____ Witness _____.

WITNESS

(Signature).....

Name in (Block letters)

Designation

(Staff Code No.)

(Bank's common Seal)

Official address:

Attorney as per power of Attorney No.

Date: