



**INDIAN INSTITUTE OF TECHNOLOGY  
(BANARAS HINDU UNIVERSITY), VARANASI  
Varanasi-221 005, Uttar Pradesh, India**

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

**Tender No.: IIT (BHU)/Budget/CA/2023-24/01**

**Dated : 06.06.2023**

Indian Institute of Technology (BHU), Varanasi, Varanasi-221005, Uttar Pradesh, India invites online tender from Chartered Accountant Firms for doing its various works pertaining to auditing of project accounts and issuance of utilization certificates, filing of Tax return such as ITR/TDS/GST, etc. to the respective Central/State Govt. Tax Administrative Authorities and other works related to taxation, etc. for the financial year 2023-24, which may further be extended for upto next two years based on satisfactory performance during the period.

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 : 07.06.2023  
Pre-Bid Meeting Date : 16.06.2023  
Bid Submission End Date : 29.06.2023  
Bid Opening Date : 30.06.2023

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. 2023-24

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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.
7. The tender processing fee of Rs. 2360/- (inclusive of 18% GST) (non-refundable) has to be paid to the Institute's account no. 32778803937, A/c Name- IIT (BHU)-Main Account (Institute Development Fund), IFS Code-SBIN0011445 maintained with the SBI IT-BHU Branch through RTGS/NEFT, failing which the bid will be rejected. The scanned copy of proof of tender fee deposit in PDF format is to be uploaded online. The Bidders registered with National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/Micro Small & Medium Enterprises (MSME), for the tendered work will be exempted for submission of Tender Processing Fee. The Bidder should upload an authenticated/notarized copy of their valid registration certificate (current) with NSIC, MSME and SSI for grant of exemption.
8. Bidders are required to upload Bid Security Declaration Form (in PDF format) in lieu of Earnest Money Deposit duly filled and signed as per Annexure-V, along with Technical Bid. Failing which the bid will be rejected. After award of contract, the Company/Firm/Agency has to deposit specified performance security in the form of PBG. Performance security will remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations.

9. After award of work to the successful Bidders, a service level agreement will be signed for the respective works. The format of agreement is given at Annexure-III.
10. Conditional bids shall not be considered and will be rejected out rightly.
11. 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.
12. 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.
13. Any subsequent Updates, Addendums, Corrigendums, etc., if any, will be published only on the website <http://eprocure.gov.in/eprocure/app> and [www.iitbhu.ac.in](http://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	07.06.2023 (16:00 Hrs)
Bid Document Download Start Date	07.06.2023 (16:00 Hrs)
Last Date and Time for submitting e-mail queries regarding technical specifications and other conditions of tender document	15.06.2023 (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)	16.06.2023 (12:00 Hrs) Venue-Meeting Room (Ground Floor), Admin Building, IIT (BHU), Varanasi
Bid Document Download End Date	29.06.2023 (16:00 Hrs)
Last Date and Time for Uploading of Bids	29.06.2023 (16:00 Hrs)
Bid Opening Date	30.06.2023 (16:00 Hrs)
Tender Processing Fees (Non Refundable)	Rs. 2,360/- (through NEFT/RTGS) Details of bank account given at Section-III
Earnest Money Deposit	Nil, Bidder are required to submit Bid Security Declaration in lieu of EMD as per Annexure-V
Address For Communication	Registrar, Indian Institute of Technology (BHU) Varanasi – 221005, U.P. Email: <a href="mailto:registrar@iitbhu.ac.in">registrar@iitbhu.ac.in</a>
Contract Duration	Till the end of current financial year 2023-24 i.e. 31.03.2024 (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\*\*](mailto: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/nCode/eMudhra 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 may be 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 Declaration as per Annexure-V in lieu of EMD & Tender Fee payment proof.
- ii) Scanned copy of Technical Bid (proforma given in Section–VIII and other documents.
- iii) Scanned copy of PAN Card, GST registration.
- 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 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 4.6 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 number and the date & time of submission of the bid with all other relevant details.
- 4.7 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](http://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 tempered/ modified in any manner, tender will be completely rejected.

## 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 of Rs. 2360/- (inclusive of 18% GST) (non-refundable) is to be paid to the Institute's account through RTGS/NEFT, failing which the bid will be rejected. The scanned copy of proof of deposition in PDF format is to be uploaded online. The Bidders registered with National Small Industries Corporation (NSIC)/Small Scale Industries (SSI)/Micro Small & Medium Enterprises (MSME), for the tendered work will be exempted for submission of Tender Processing Fee. The Bidder should upload an authenticated/notarized copy of their valid registration certificate (current) with NSIC, MSME and SSI for grant of exemption. The details of account for deposition of tender processing fee are as under :

Name of Account – IIT (BHU)-Main Account (Institute Development Fund)

Name of the Bank - State Bank of India

Name of Branch - IT, BHU, Varanasi

Account No. - 32778803937

IFSC Code - SBIN0011445

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

Nil. However, bidders are required to upload Bid Security Declaration Form as per Annexure V duly filled and signed, in pdf format, along with Technical Bid. Failing which the bid will be rejected.

#### 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 deposit & Bid Security Declaration as per Annexure-V 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 excluding GST or other applicable taxes 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.

### **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**

- 21.1 Evaluation of technical score of each bidder will be done as per the weightage defined in the Section-X.
- 21.2 The Bidder having technical score less than 25 will be rejected.
- 21.3 **The financial bid rank, showing in the BOQ comparative chart generated by Central Public Procurement Portal (CPPP), will not be considered for evaluation.**
- 21.4 Evaluation of financial score for each Job (as defined in Section-VI) will be done separately according to the formula given in the Section-X taking into the account sum of quoted rates for one unit of each work under each respective Job.
- 21.5 The Bidder having maximum total score i.e. technical score plus financial score, obtained through the process of (21.1) and (21.4) above, will be selected for the award of work in respect of each Job. 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.
- 21.6 Since the evaluation of financial bid is to be done job-wise and also the award letter is to be issued job-wise, the bidders has to quote rate of all the sub-works under each job, failing which the bid will be out rightly rejected.

## **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.

## 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 16.06.2023 at 12.00 Noon at Meeting Room (Ground Floor), Admin Building, IIT (BHU) 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.

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## 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/Accounting 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:

**Job. 1-** All the auditing works related to office of Research & Development, IIT (BHU) :

- |   |   |  |
|---|---|--|
| <p>(a) Auditing of project account and issuance of utilization certificates/ expenditure certificate for the same.</p>  | - | <p>Rate may be quoted per UC per project basis<br/><br/>(approximately 450 UCs are expected for the F.Y. 2023-24)</p>  |
| <p>(b) Auditing of funds received from various funding agencies for organising conference, seminar, symposia, workshops, etc. and issuance of utilization certificates /expenditure certificate for the same.</p> |   | <p>Rate may be quoted per UC basis<br/><br/>(approximately 50-60 UCs are expected for the F.Y. 2023-24)</p> <p><b>Note : For both the Job-1 (a) &amp; (b)-</b></p> <p>(i) The recurring and non-recurring UC should be given separate Unique Document Identification Number (UDIN) by the Firm. However, the payment of UC preparation will be made on per project basis for a given project duration (taking both the recurring and non-recurring UC with separate UDIN as a single Unit).</p> <p>(ii) For preparation of fresh UC/SE, the approved rate will be paid. However, in case of revision/correction in the prepared UC/SE, an amount of 20% of approved rate will be paid.</p> |
| <p>(c) Preparation and issuance of 15CA/CB form for LCs and wire transfers</p>  | - | <p>Rate may be quoted per Form basis<br/><br/>(approximately 25-30 forms are expected for the F.Y. 2023-24)</p>  |

**Job. 2 – Filing of Tax return such as ITR/TDS/GST, etc. to the respective Central/State Govt. Tax Administrative Authorities and other works related to taxation:**

- (a) Filing of Annual Income Tax Return :** - Rate may be quoted per year basis

Preparation, vetting and filling of Annual Return (ITR) of the Institute under income Tax Act, 1961 with various disclosures, computation notes and other issues relevant for the purpose of filling of the return, Preparation/Review of revised return, if required, to be filed in the respective financial year

- (b) Income Tax Assessments:** - Rate may be quoted per year basis

Preparation of detailed replies and submission thereof to the queries raised/notices issued by Assessing Officer/Income Tax Authorities during assessment or appellate proceedings or otherwise by tax authority of present/past appeals/proceeding or other hearings, pursuing the refund claims, etc. Follow-up/pursuing old pending income tax refund with Income Tax Department.

- (c) Filing of TDS/TCS Returns (24Q/26Q/27Q/ 27EQ etc.) :** - Rate may be quoted per case per quarter basis. However, no amount will be paid for correction return, if any.  
(fresh return including correction return)

Preparation and submission of e-TDS Returns (24Q/26Q/27Q/27EQ, etc.) electronically as per applicable statutory requirement on quarterly basis after validation of PAN number with PAN database of NSDL.

Generation of TDS Certificate in Form 16 and 16A from TRACES including computation. Any other matter related to above work such as correction/revision of TDS Return, calculation of interest/penalty, etc., if any, required under Income Tax Act., 1961 including amendment.

- (d) Filing of GST Return :** - Rate may be quoted per month basis (if returns are filed).

Preparation and submission of GST Returns electronically as per statutory requirement. Availing Input Tax Credit (ITC) claim as per rules on monthly basis or as the case may be within stipulated time.

Providing and advising implementation of all latest amendments through letters periodically and promptly.

Preparation of appeals in respect of all GST

(approximately 100-125 vouchers per month are expected for F.Y. 2023-24)

**Note - The data (approximately 200 vouchers) will be fed in excel sheet/filing format by CA firm from the hard copy of vouchers provided by the Institute for filing**

matters including Service Tax/other GST related matter which the Institute may seek the advice/opinion of the Firm

**of GSTR-1)**

- |  |  |
|--|--|
| <p>(e) Generation of E-way Bill</p>  | <p>- Rate may be quoted per E-way bill basis<br/><br/>(approximately 20-30 E-way bills are expected for the F.Y. 2023-24)</p>    |
| <p>(f) Filing of Return of TDS under GST (GSTR-7)</p>  | <p>- Rate may be quoted per month basis</p>  |
| <p>(g) Preparation and submission of Annual Return and Reconciliation Statement electronically for the F.Y. 2023-24 in accordance with the GST Act and rules as amended from time to time.</p> | <p>- Single rate may be quoted for the work.<br/><br/>(Approximately 2000 vouchers are expected for the F.Y. 2023-24)</p>        |
| <p>(h) Filing &amp; issuance of NIL Tax Deduction Certificate</p>  | <p>- Rate may be quoted per certificate basis.<br/><br/>(Approximately 10-15 certificates are expected for the F.Y. 2023-24)</p> |
| <p>(i) Filing &amp; issuance of Letter of Undertaking (LUT) Certificate</p>  | <p>- Rate may be quoted per certificate basis<br/><br/>(Approximately 2-3 certificates are expected for the F.Y. 2023-24)</p>    |
| <p>(j) Generation &amp; issuance of E-Tax invoices on GST Portal</p>   | <p>- Rate may be quoted per invoice basis<br/><br/>(Approximately 1500-2000 invoices are expected for the F.Y. 2023-24)</p>      |

**Job.-3 :** Providing of opinions on various cases pertaining to accounting and taxation matters **(rate may be quoted for per opinion basis.)**

(approx. 15-20 opinions are expected for the F.Y. 2023-24)

**Remarks :** Please note that the quantum of works mentioned above are tentative and estimates on last year's record which may increase or decrease in the financial year 2023-24.

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

### **2.1 Specific Terms & Conditions for each job :**

#### **2.1.1 For the Job No.-1: All the auditing works related to office of Research & Development :**

- (i) The Audited Utilization Certificate (AUC) will 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.

- (ii) **The recurring and non-recurring UC should be given separate Unique Document Identification Number (UDIN) by the Firm. However, the payment of UC preparation will be made on per project basis for a given project duration (taking both the recurring and non-recurring UC with separate UDIN as a single Unit).**
- (iii) As per the Institute's approved Citizen Charter, the AUC should be issued by the CA Firm within a maximum time period of 7 working days after request from Institute. Failing which, the late fine @ 15% per week of the award price of UC work, upto maximum 75%, will be charged after 7 working days (excluding days of communication between draft UC and its confirmation from the PI). Such fine charges will be adjusted from the bills of respective UCs or other bills when submitted to the Institute for payment by CA Firm.
- (iv) The Firm has to depute sufficient man power in the Institute for preparation UC works.
- (v) The Institute may consider empanelment of more than one CA firm for preparation of UC work
- (vi) For preparation of fresh UC/SE, the approved rate will be paid. However, in case of revision/correction in the prepared UC, an amount of 20% of approved rate will be paid.
- (vii) An observation report on each project account showing the difference if any, between AUC balance and ledger of the Institute must 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.
- (viii) A soft copy of AUC will be provided to the R & D Section for the record.

#### **2.1.2 For the Job No.-2 : regarding filing of Tax return and other related works :**

- (i) Filing of ITR/TDS with the Income Tax Department should be done in the scheduled time without delay.
- (ii) The work of filing of GST return to Central/State Government tax administrative authorities and availing eligible Input Tax Credit (ITC) claim should be done as per rules on monthly basis or as the case may be within stipulated time.
- (iii) The firm has to depute an Accountant, well versed with the availment of input tax mechanism, in the Institute at least once in every week for preparing and scrutinizing the data and other relevant details from the concerned bills & vouchers and to claim it on GST Portal as per the GST Act as amended from time to time
- (iv) CA firm will provide GST TDS details showing on GST portal on monthly basis.
- (v) Submission of Annual Return and Reconciliation Statement in accordance with GST Act as amended from time to time will have to be completed latest by 30.09.2023.
- (vi) The firm must adhere strict confidentiality and will ensure that the GST data, GST statement and GST information in respect of the Institute is dealt with in strict confidence and secrecy.

- (vii) On request from the Institute the filing of NIL TDS and LUT certificates should be done within seven days.
- (viii) On request from the Institute the E-Tax invoices should be generated and issued on GST portal within two days. Any type of charges, if occurs due to error/fault in generation and issuance of E-Tax invoices, will be borne by the CA firm from its own pocket.

**2.1.3 For the Job No.-3 : Regarding providing of opinions on various case pertaining to accounting and taxation matters :**

- (i) On request from the Institute the opinion should be provided within the earliest possible time or within the time limit given by Institute.
- (ii) The Institute may consider empanelment of more than one CA firm for obtaining opinions.

**2.2 General Terms & Conditions :**

- (i) Payment of professional fee towards the work shall be made against the bill basis after satisfactory completion of the work/filing of annual return. No reimbursement of out of pocket expenses/conveyance/ accommodation etc. will be made.
- (ii) The Firm will have to collect all the relevant data/information (in soft/hard copies) related to assigned Job from the Institute as per its requirements within reasonable time.
- (iii) The firm must not sub-contract the work.
- (iv) The Firm will have to provide weekly report to the office of the Registrar, IIT (BHU).
- (v) The Institute will have all the rights to discontinue or extend the services of the firms on the basis of their work performances.
- (vi) 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 for the current financial 2023-24 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 contract period. The financial price quoted by the contacting firm shall be final. Based on performance, the Institute may consider giving increase in the rates in the further years if the contract is extended beyond 2023-24.
- 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 after successful completion of the works and payment scheduled for each job will be as under :  
**Job-1 (a to c) :** The payment shall be made on quarterly basis. For preparation of fresh UC/SE, the approved rate will be paid. However, in case of revision/correction in the prepared UC/SE, an amount of 20% of approved rate will be paid.  
**Job-2- a & b :** The payment shall be made on individual bill basis.  
**Job-2- c, d, e & f :** The payment shall be made on quarterly basis.  
**Job-2-g :** The payment shall be made on individual bill basis.  
**Job-2-h & i :** 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 5% of the bid amount towards performance Security in the form of Bank Guarantee before execution of the agreement. The Bank Guarantee must remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligation. In case of further extension of the contract the Bank Guarantee will also be renewed accordingly on yearly basis.

## 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 ELIGIBILITY CRITERIA-CUM-TECHNICAL BID

**The bids of only those firms will be considered which satisfy all 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 last 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. (2019-20, 2020-21 and 2021-22) must be equal to or more than Rupees Twenty-Five Lakhs (Rs. 25.00 Lakhs).
5. The Firm should have experience of at least one year in the last five financial years (i.e. from 2019-20 to 2021-22) in doing at least one of the Jobs among job no.-1 to 3 as specified under **Section-VI** of this tender document, in the Central Universities or Educational Institutions of National Importance such as. IITs, NITs, IISERs, IIMs, etc.
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	
		GST Registration no.	
3.	The CA firm should be in operation for at least last 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. (2019-20, 2020-21 & 2021-22) must be equal to or greater than Rs. 25.00 lakh (Rupees Twenty Five Lakh) [Provide copies of the Audited Financial Statements for all the three years upto 31 <sup>st</sup> March along with documents as per <b>Annexure-I</b>	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.	<p><b>Experience of doing following works in Central Universities or Educational Institutions of National Importance such as IITs, NITs, IISERs, IIMs, etc. or central government organisations:</b></p> <p>(i) Auditing of project account and issuance of utilization certificates/ expenditure certificate for the same.</p> <p>(ii) Preparation and issuance of 15CA/CB form for LCs and wire transfers</p> <p>(iii) All the works related to taxation such as filing of returns of IT/TDS/GST, income tax assessment, generation of E-Way bills, etc. as mentioned at job no.-2 at Section VI)</p> <p>(iv) Providing opinions on various cases pertaining to accounting and taxation</p>	<p><b>Please provide the details in the specific format given at Annexure-II</b></p>	



	matters	
6.	<p><b>Experience of doing following works in State Govt. Educational organisations/ PSUs</b></p> <p>(i) Auditing of project account and issuance of utilization certificates/ expenditure certificate for the same.</p> <p>(ii) Preparation and issuance of 15CA/CB form for LCs and wire transfers</p> <p>(iii) All the works related to taxation such as filing of returns of IT/TDS/GST, income tax assessment, generation of E-Way bills, etc. as mentioned at job no.-2 at Section VI)</p> <p>(iv) Providing opinions on various cases pertaining to accounting and taxation matters</p>	<p><b>Please provide the details in the specific format given at Annexure-II</b></p>
7.	Earnest Money Deposit	Nil, However, Bidders are required to upload Bid Security Declaration Form as per Annexure V in lieu of EMD
8.	<p>Details of Tender Processing Fees</p> <p>(i) UTR No.-</p> <p>(ii) Date</p> <p>(iii) Amount</p>	

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 2019-20	Financial year 2020-21	Financial year 2021-22	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.....**

## Annexure-II

### Format for providing details of experience of works

Job No.	Details of Works	Experience of doing following works in Central Universities or Educational Institutions of National Importance such as IITs, NITs, IISERs, IIMs, etc. or central government organisations (please indicate Yes / No)	If Yes, please mentioned the Institution(s) name	Reference of page no. on which the Documentary evidence is attached	Experience of doing following works in State Govt. Educational organisations/PSUs (please indicate Yes /No)	If yes Please mention the Organisation/ Institution(s) name	Reference of page no. on which the Documentary evidence is attached
1.	Auditing of project account and issuance of utilization certificates/ expenditure certificate for the same.						
2.	Preparation and issuance of 15CA/CB form for LCs and wire transfers						
3.	All the works related to taxation such as filing of returns of IT/TDS/GST, income tax assessment, generation of E-Way bills, etc. as mentioned at job no.- 2 at Section VI)						
4.	Providing opinions on various cases pertaining to accounting and taxation matters						

**Note : Please provide all the experience of works related information in the above mentioned format, failing which, the bid may be rejected.**

## SECTION - IX

### Proforma for Financial Bid

Job No.	Description of Fees	Unit	Minimum Professional fee prescribed by IIT (BHU) (without GST)	Professional Fees (without GST) (to be quoted per unit as mentioned in Col. No.3)	
				Rupees (in figure)	Rupees (in words)
[1]	[2]	[3]	[4]	[5]	[6]
<b>Job-1</b>	<b>All the auditing works related to Office of Research &amp; Development, IIT (BHU)</b>				
	(a) Auditing of Project Account and issuance of Utilization Certificates/ expenditure certificate of Sponsored Project Account	Per UC basis	Rs. 1,000/- per UC		
	(b) Auditing of funds received from various funding agencies for organising conference, seminar, symposia, workshops, etc. and issuance of utilization certificates /expenditure certificate for the same.	Per UC basis	Rs. 1,000/- per UC		
	(c) Preparation and issuance of 15CA/CB form for LCs and wire transfer.	Per form basis	Rs. 700/- per form		
<b>Job-2</b>	<b>Filing of Tax return such as ITR/TDS/GST, etc. to the respective Central/State Govt. Tax Administrative Authorities and other works related to taxation</b>				
	(a) Filing of Annual Income Tax Return	Per year basis	Rs. 5,300/- per year		
	(b) Income Tax Assessments	Per year basis	Rs. 31,300/- per year		
	(c) Filing of TDS/TCS Returns (24Q/26Q/27Q/ 27EQ etc.)	Per case per quarter basis for fresh return only. However, no amount will be paid for correction return, if any)	Rs. 4,100/- per case per quarter  (for fresh return only. However, no amount will be paid for correction return, if any.)		
	(d) Filing of GST Return	Per month basis	Rs. 5,300/- per month		
	(e) Generation of E-way Bill	Per E-way bill basis	Rs. 525/- per bill		
	(f) Filing of Return of TDS under GST (GSTR-7)	Per month basis	Rs. 4,100/- per month		
	(g) Preparation and submission of Annual	Per year basis	Rs. 31,300/- per year		

	Return and Reconciliation Statement electronically for the F.Y. 2023-24 in accordance with the GST Act and rules as amended from time to time				
	(h) Filing & issuance of NIL Tax Deduction Certificate	Per certificate basis	Rs. 1,500/- per certificate		
	(i) Filing & issuance of Letter of Undertaking (LUT) Certificate	Per certificate basis	Rs. 1,500/- per certificate		
	(j) Generation & issuance of E-Tax invoices on GST Portal	Per invoice basis	Rs. 20/- per invoice		
<b>Job-3</b>	Providing opinions on various cases pertaining to accounting and taxation matters	Per opinion basis	Rs. 1,000/- per opinion		

**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 for the jobs being executed in the Institute premises.
2. Bidders quoting less than minimum professional fee prescribed by IIT (BHU) shall not be considered for further evaluation.
3. Payment Schedule : The firm shall raise bills as mentioned in payment terms at point no. 5 of the Section-VI.
4. GST will be paid extra as applicable. Statutory changes in GST rate if any shall be borne by the Institute.
5. 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	Marks	
		Break-up of marks	Total marks
(a)	<b>Firm's Existence in years after its registration</b> For 5 years 5 marks and 1 extra mark for every additional completed year and maximum 8 marks	-	8
(b)	<b>Firm's registered head/branch office at Varanasi, U.P.</b>	-	3
(c)	<b>Experience of doing following works in Central Universities or Educational Institutions of National Importance such as IITs, NITs, IISERs, IIMs, etc. or central government organisations :</b>		16
	(i) Auditing of project account and issuance of utilization certificates/ expenditure certificate for the same.	4	
	(ii) Preparation and issuance of 15CA/CB form for LCs and wire transfers	2	
	(iii) All the works related to taxation such as filing of returns of IT/TDS/GST, income tax assessment, generation of E-Way bills, etc. as mentioned at job no.-2 at Section VI)	8	
	(iv) Providing opinions on various cases pertaining to accounting and taxation matters	2	
(d)	<b>Experience of doing following works in State Govt. Educational organisations/PSUs</b>		8
	(i) Auditing of project account and issuance of utilization certificates/ expenditure certificate for the same.	2	
	(ii) Preparation and issuance of 15CA/CB form for LCs and wire transfers	1	
	(iii) All the works related to taxation such as filing of returns of IT/TDS/GST, income tax assessment, generation of E-Way bills, etc. as mentioned at job no.-2 at Section VI)	4	
	(iv) Providing opinions on various cases pertaining to accounting and taxation matters	1	
<b>2.</b>	<b>Presentation before the Committee</b>		<b>15</b>
<b>3.</b>	<b>Total Technical Score (1 + 2) :</b>		<b>50</b>
<b>4.</b>	<b>Score on Financial Proposal*</b>		<b>50</b>
	<b>Grand Total (3 + 4)</b>		<b>100</b>
<p><b>* Formula for calculation of Financial Proposal</b></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 :**

1. Evaluation of technical score of each bidder will be done as per the weightage defined in this Section-X.
2. The Bidder having technical score of less than 25 will be rejected.
3. **The financial bid rank, showing in the BOQ comparative chart generated by Central Public Procurement Portal (CPPP), will not be considered for evaluation.**
4. Evaluation of financial score for each Job (as defined in Section-VI) will be done separately according to the formula given in the Section-X taking into the account sum of quoted rates for one unit of each work under each respective Job.
5. The Bidder having maximum total score i.e. technical score plus financial score, obtained through the process of (1) and (4) above, will be selected for the award of work in respect of each Job. In case of any Bidders fails to complete the assigned work, the Institute may assign the work to the next bidder as given in the panel.
6. Since the evaluation of financial bid is to be done job-wise and also the award letter is to be issued job-wise, the bidders has to quote rate of all the sub-works under each job, failing which the bid will be out rightly rejected

## **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 tender processing fee and bid security declaration form in lieu of earnest money etc. shall be rejected.



- 4.2 Tender documents are available on IIT (BHU) website: [www.iitbhu.ac.in/iitnotifications/purchase\\_enquiries/](http://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 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 The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed before the commencement of work:
- a. List of Manpower short listed by Service Provider for deployment containing full details i.e. date of birth, marital status, address etc.;

- b. Bio-data of the persons with passport size photograph
  - c. Character certificate from a Gazetted officer of the Central / State Government.
  - d. Police verification report
  - e. Their deployment will be only after the clearance from the security unit of IIT BHU.
- 6.6** 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.
- 6.7** No Accommodation shall be provided by the Institute. The Service Provider shall have to make his own arrangement for the lodging and boarding for their workmen, if required.
- 6.8** IIT (BHU) will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its Personnel that may take place while on duty. 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 Personnel engaged by them under their pay roll and submit a proof to this effect.
- 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 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).

**7. Terms of Payment:**

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

**8. Legal Compliances:**

- 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).
- 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 agency shall also be liable for depositing all taxes, levies, Cess 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 agency 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 agency will indemnify IIT (BHU) from all legal, FINANCIAL, statutory, taxation, and associated other liabilities.
- 8.8** All the documents submitted during the process of tendering by the Firm including the Tender Document issued by the IIT (BHU) for the purpose, shall form part of the Agreement.

## **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**

Except as provided at sub point no.-(iii) of Point No.-2 under the heading “Essential Terms & Condition for completion of the works” of Section-VI, 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 or unperformed Services for each week or part thereof of delay until actual 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 bills 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. Dispute Resolution and Arbitration**

**16.1** In the case of any dispute **under or relating to the contract**, the decision of the Director of the Institute shall be final.

**16.2** However, if the dispute even after the decision of the Director still persists and the dispute, difference, question or disagreement or matter whatsoever, during continuance of the Contract, before or after completion or abandonment of work or during extended period of the Contract, arises between the parties, as to the meaning, operation or effect of the contract or in respect of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute. The provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration, if any, shall be at Varanasi only.

## **17. Termination of Contract**

**17.1** In the event of the appointed service provider failing to fulfil or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the tender document, then without prejudice to the Institute’s rights and remedies to which otherwise, the Institute shall be entitled, the contract

shall be terminated without notice; the performance bank guarantee shall be forfeited and encashed; the service provider shall be blacklisted and the services shall be hired from any third party at the absolute discretion of the Institute without prejudice to any other action which may be taken by the Institute. The cost of such hiring together with all incidental charges or expenses may be recoverable from the service provider at the absolute discretion of the Institute. The omission or commission may include inter-alia the following: -

- If the service provider or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered into by the service provider with the Institute or any of his partners or representatives thereof; or
- If the service provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
- In case, any document/declaration furnished by the service provider is found to be false/ forged at any stage, it would be deemed to be a breach of terms of contract and thereby, making the service provider liable for legal action, besides termination of contract and/or forfeiture of performance guarantee

**17.2** The service provider shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations etc. Any contravention/ non-compliance on the part of the service provider would be construed as a sufficient ground for termination of the contract without notice at the discretion of the Institute. Further, in the event of the Institute being imposed with any penalty/ fine etc., by any agency/authority due to the non- compliance/contravention on the part of the service provider to any statutory laws/rules/regulations etc., the Institute reserves the right to recover such fine/penalty etc., from the service provider.

**17.3** If the services provided by the service provider are not found satisfactory at any time, the Institute shall have the power to terminate the contract without notice. Upon such termination, the performance guarantee of the service provider shall be liable to be forfeited.

**17.4** In case of termination of the contract not related to (a) act or omission of the service provider, (b) noncompliance of statutory liabilities and obligations by the service provider(c) related to performance of the service provider, the Institute will give a notice of termination of the contract at least 30 days before the intended date of termination of the contract.

**17.5** The service provider may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date for discontinuation.

**17.6** However, in case of discontinuation without a notice or a notice less than 30 days prior to the intended date of discontinuation, the performance bank guarantee shall be forfeited. In addition to forfeiting the performance bank

guarantee of the service provider the Institute shall have the right to claim damages and recover them from the service provider

### **Annexure-III**

#### **Format for Service Level Agreement**

This Agreement is made in Varanasi on ..... between

**Indian Institute of Technology (Banaras Hindu University), Varanasi** herein after referred as IIT (BHU), Varanasi through the Registrar, IIT (BHU) Varanasi having its Head Office at IIT (BHU), Varanasi- 221005, U.P., India.

**AND**

**M/s.....(Name of CA firm)**, hereinafter referred as **Firm** having its registered office at .....(address of firm).....

Whereas the IIT (BHU) is on the lookout for a suitable party for its..... (reference of awarded works).... for the F.Y. 2023-24 as per the terms & condition of E-tender no. IIT (BHU)/Budget/CA/2023-24/01, dated 05.06.2023 published by IIT (BHU) on CPP Portal on 06.06.2023.

Whereas the **Firm** on the other part has quoted the rates, agreeable to the IIT (BHU), to carry out the aforesaid work to the satisfaction of the IIT (BHU).

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

**1. PERIOD OF AGREEMENT:**

- (i) This Agreement shall commence from xx.xx.2023 and shall be valid/operative till the end of current financial year 2023-24 i.e. 31.03.2024.
- (ii) The IIT(BHU) may renew/extend the agreement 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 Firm's performance. However, it shall be with consent/written request by the Firm in this regard.
- (iii) The Firm shall withdraw forthwith the person/persons either suo-motu or as desired by the IIT (BHU), if he/they, is/are found no longer desirable to work on the premises of the IIT (BHU).
- (iv) Keeping in view the work load and time lime within which the work is to be completed, the Firm may increase the additional manpower.
- (v) The Firm shall carry out supervision/overseeing of persons deployed in the IIT (BHU) premises. The IIT (BHU) shall not have any direct control over them. The IIT (BHU) will have the right and discretion to ensure that work is carried out as per the agreement and complete satisfaction of the IIT (BHU).
- (vi) The Firm will ensure that its manpower remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the IIT (BHU).
- (vii) The Firm will ensure that persons deployed by the Firm, who have to perform the work, shall not interfere with internal working of the establishments of the IIT (BHU).



- (viii) The Firm will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Firm at the premises of the IIT (BHU). The said deputed person will report to the designated officer of the IIT (BHU) for further conformation on daily basis. Further, such deputed person will be available as and when required for any verification.
- (ix) The duty hours of the persons deployed by the Firm shall be as desired by the IIT (BHU).
- (x) The personnel deployed by the Firm at the premises of the IIT (BHU) shall not have claim to become employees of the IIT (BHU) and there will be no Employee and Employer relationship between the personnel engaged by the Firm for deployment at the IIT (BHU).

## **2. PAYMENT TERMS**

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. 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.

## **4. PERFORMANCE SECURITY:**

The Firm will deposit a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (as worked out on an estimated 5% amount of total contract value for the Job no.- \_\_) towards Performance Security in the form of Bank Guarantee in favour of "Registrar, IIT (BHU)", Varanasi. The performance security shall be released only after 60 days of after completion of all the contractual obligation if there is no recoverable amount from the Firm. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of this agreement. The said performance bank guarantee shall be valid for the period of 60 (sixty) days beyond the completion of all contractual obligations. The IIT (BHU) shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit. In case of further extension of the agreement the Bank Guarantee will be renewed accordingly on yearly basis.

*(The 5% of bid amount for PBG shall be worked out in respect of the Job(s) awarded to the Firm taken into account expected number of vouchers/quantum of works (lower in range) estimated for the F. Y. 2023-24 in the Section – VI.)*

## **5. MISCELLANEOUS:**

- 5.1** In case any damage is caused to the property or products of the IIT (BHU) by the persons engaged by the Firm under this agreement or if any instance of

theft takes place owing to the involvement of the persons or otherwise, the Firm shall reimburse the cost of such damage to the IIT (BHU) suitably.

- 5.2 All correspondence pertaining to this agreement shall be addressed to the Registrar, IIT (BHU).
- 5.3 All the litigations will be subject to the jurisdiction of courts at Varanasi.
- 5.4 The Firm shall be responsible for any accident/death during deployment of all the persons by the Firm at the premises of the IIT (BHU) or outside the premises for the work of IIT (BHU).
- 5.5 All the documents submitted during the process of tendering by the Firm including the Tender Document issued by the IIT (BHU) for the purpose, shall form part of the Agreement.

## 6. DISPUTE RESOLUTION AND ARBITRATION

- 6.1 In the case of any dispute **under or relating to the contract**, the decision of the Director of the Institute shall be final.
- 6.2 However, if the dispute even after the decision of the Director still persists and the dispute, difference, question or disagreement or matter whatsoever, during continuance of the Contract, before or after completion or abandonment of work or during extended period of the Contract, arises between the parties, as to the meaning, operation or effect of the contract or in respect of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute. The provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration, if any, shall be at Varanasi only.

## 7. TERMINATION OF THE CONTRACT

- 7.1 In the event of the appointed service provider failing to fulfil or committing any breach of any of the terms and conditions of this contract or indulge in omission or commission as detailed in the terms & conditions and scope of work of the tender document, then without prejudice to the Institute's rights and remedies to which otherwise, the Institute shall be entitled, the contract shall be terminated without notice; the performance bank guarantee shall be forfeited and encashed; the service provider shall be blacklisted and the services shall be hired from any third party at the absolute discretion of the Institute without prejudice to any other action which may be taken by the Institute. The cost of such hiring together with all incidental charges or expenses may be recoverable from the service provider at the absolute discretion of the Institute. The omission or commission may include inter-alia the following: -
  - If the service provider or its employees are found guilty of fraud and/or misrepresentation in respect of the contract or any other contract entered

into by the service provider with the Institute or any of his partners or representatives thereof; or

- If the service provider becomes insolvent or applies for relief as insolvent debtor or commences any insolvency proceedings or makes any composition with its/their creditors or attempts to do so; or if
- In case, any document/declaration furnished by the service provider is found to be false/ forged at any stage, it would be deemed to be a breach of terms of contract and thereby, making the service provider liable for legal action, besides termination of contract and/or forfeiture of performance guarantee

**7.2** The service provider shall comply with all statutory liabilities and obligations of Central Government, State Government, and Local Bodies Rules & Regulations etc. Any contravention/ non-compliance on the part of the service provider would be construed as a sufficient ground for termination of the contract without notice at the discretion of the Institute. Further, in the event of the Institute being imposed with any penalty/ fine etc., by any agency/authority due to the non- compliance/contravention on the part of the service provider to any statutory laws/rules/regulations etc., the Institute reserves the right to recover such fine/penalty etc., from the service provider.

**7.3** If the services provided by the service provider are not found satisfactory at any time, the Institute shall have the power to terminate the contract without notice. Upon such termination, the performance guarantee of the service provider shall be liable to be forfeited.

**7.4** In case of termination of the contract not related to (a) act or omission of the service provider, (b) noncompliance of statutory liabilities and obligations by the service provider(c) related to performance of the service provider, the Institute will give a notice of termination of the contract at least 30 days before the intended date of termination of the contract.

**7.5** The service provider may discontinue the contract at any point of time, by giving a notice at least 30 days before the intended date for discontinuation.

**7.6** However, in case of discontinuation without a notice or a notice less than 30 days prior to the intended date of discontinuation, the performance bank guarantee shall be forfeited. In addition to forfeiting the performance bank guarantee of the service provider the Institute shall have the right to claim damages and recover them from the service provider

For **M/s** .....

**for and on behalf of**

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

(.....)

(.....)

**1. Witness:**

(a) Signature .....

(b) Name .....

(c) Address .....

.....

**1. Witness:**

(a) Signature .....

(b) Name .....

(c) Address .....

.....

**2. Witness:**

(a) Signature .....

(b) Name .....

(c) Address .....

**2. Witness:**

(a) Signature .....

(b) Name .....

(c) Address .....

## Annexure - IV

### 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 ..... **(5% 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 - V

### **Bid Security Declaration Form**

To

(insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

I/We understand that bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with IIT (BHU), Varanasi for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity or its extended period, if any; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Bank Guarantee, in accordance with the Instructions to Bidders.
- c) If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid; or
- d) If there is a discrepancy between words and figures quoted by the bidder then in that case the amount quoted in words will be treated as final.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_

(Insert signature of person whose name and capacity are shown in Bid Securing Declaration)

Name: \_\_\_\_\_

(insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of

(insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_

(insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a consortium, the Bid Securing Declaration must be in the name of all partners to the consortium that submits the bid)