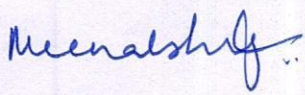


**BUREAU OF INDIAN STANDARDS**  
**Coimbatore Branch Office**

**TENDER NOTICE**

Bureau of Indian Standards invites sealed bids, *under two bid system (Technical bid and Financial bid)* from eligible Chartered Accountant/Cost Accountant firms having its office within the same city/district for providing "Accounting Services"

2. The blank Tender document is available from 12/01/2021 to 08/02/2021 during the office hours at BIS Coimbatore branch office. The completed bids shall be duly submitted so as to reach on or before 1500 hrs on 09/02/2021 and the same shall be opened by duly constituted committee at 1600 hrs on 09-02-2021 at BIS Coimbatore branch office. The completed Tender document can also be downloaded from [www.bis.gov.in](http://www.bis.gov.in) & cpp portal.
3. The bid shall be submitted in the manner indicated in the tender document on or before 09/02/2021, 1500h (date and time). The Bureau reserves the right to reject any or all the bids without assigning any reason.

  
Authorized Officer

Date: 11 | 1 | 2021

Our Ref: CTBO/ADMN/14/2020

## TENDER DOCUMENT

### SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

#### 1. Notice inviting Bids:

Sealed Bids, *under two bid system (Technical bid and Financial bid)*, are invited by the Bureau of Indian Standards (BIS), Coimbatore Branch Office from eligible Chartered Accountant/Cost Accountant firms having its office within **Coimbatore city/district** for providing "Accounting Services" as specified in the **Schedule-4**.

#### 2. Issue of Tender Document:

- 2.1 The blank Tender document will be available during the period indicated in the Schedule-4, during the office hours.
- 2.2 The Tender document can also be downloaded from the website of the Bureau ([www.bis.org.in](http://www.bis.org.in) & [cpp portal](#)).
- 2.3 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

3. **Language of Bid/Contract:** The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

#### 4. Clarification on Tender Document

- 4.1 *The firm interested for participation in tender may visit the office between 9.00 AM to 5.00 PM on all working days except Saturdays, Sundays and holidays to have any clarification on matters and quantum of work.*
- 4.2 *No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected. In case of any doubt, the Bidder should seek clarification in writing seven (7) days before the last date for submission of Bids.*
- 4.3 *Any change that will be made in the Tender Document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.*

#### 5. Validity of Bids:

The Bids will be valid for a period Indicated in **Schedule-4** from the date of its opening.

## 6. Earnest Money/ Bid Security:

- 6.1 The Bidder shall deposit with the Bureau a sum indicated in the **Schedule-4**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited through NEFT/RTGS/Demand Draft/Pay Order in favour of Bureau of Indian Standards.
- 6.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).
- 6.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for providing "Accounting Services" during the next twenty-four (24) months effective from the date of such revocation.
- 6.4 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, its Earnest Money Deposit will be forfeited by the Bureau.
- 6.5 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

## 7. Eligible Bidders

Only those Bidders, who fulfill the eligibility criteria as mentioned in the **Schedule-4**, are eligible to submit their Bids for providing "Accounting Services".

## 8. Rates how to be quoted

- 8.1 The bidder is expected to work out his rates keeping in view the services to be provided as per **Schedule 3** arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates quoted in the attached schedules, which shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.
- 8.2 The Financial Bid shall be exclusive of all taxes. Out of pocket expenses/ conveyance charges etc. are not reimbursable.

## 9. Manner of Submission of Bid

- 9.1 The complete Bid will be received as indicated in the **Schedule-4**, by depositing the same in the Bid Box or by post which reaches the specified place before the specified time & date. Post includes Speed Post, Registered Post.
- 9.2 E-mail or fax offers will be rejected.

## 10. Last Date for Submission

10.1 Sealed Bids shall be received at the address specified above not later than the time and date specified in **Schedule 4** of the Tender Document. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

10.2 In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

## 11. Modification and Withdrawal of Offer

*The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.*

## 12. Contents of Bid Document

12.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing the "Tender for "Accounting Services".

### 12.2 Envelope No.1 (Technical Bid):

12.2.1 The following documents are to be submitted for Technical Bid Evaluation:

Sl. No.	Particulars	Documents to be attached
1.	EMD in the form of RTGS/NEFT/Demand Draft/Pay Order for the amount as given in Schedule-4 of Tender document in favour of " <b>Bureau of Indian Standards</b> " payable at Coimbatore. DD/Pay Order No. & date/RTGS/NEFT Details(UTR No. etc.)	
2.	Name of the Bidder(Firm), Office Address, Telephone No., Fax No., Mobile No., E-mail, PAN No., GST No. etc. ( <b>Evidence of Office at Coimbatore/District shall be furnished</b> )	Information to be furnished in Annex-2.
3.	Certificate of Practice from Institute of Chartered Accountant of India/Institute of Cost Accountant of India under provisions of Chartered Accountant Act 1949/Cost and Works Accountant Act 1959 respectively to provide the professional services	Enclose copy of Certificate of Practice.
4.	At-least three years experience in providing accounting service <b>Central Government Departments / Public Sector Undertakings or any branch of Bureau of Indian Standards</b> during last 10 years.	Information to be furnished in Annex-3. Enclose copies of the Satisfactory Work Completion Certificate.3.
5.	Income Tax Return of the firm for the past three years should be enclosed	Refer Annex-2. Enclose copy of Return
6.	<b>GST Return</b> of the firm for the past three years should be enclosed	Refer Annex-2. Enclose copy of Return
7.	A declaration regarding black-listing and/ or litigations	The information is to be given in the format enclosed.(Annexure-4)

12.2.2 *In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners.*

12.2.3 All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be submitted along with the Bid as a token of its acceptance;

12.3 **Envelope No.2 (Financial Bid):** This envelope shall contain financial bid as per format given in **Schedule-5**, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 8 may please be noted.

12.4 **Covering Envelope:** Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the "Tender for Accounting Services" and the name and address of the Bidder at the bottom left.

### 13. Other Important Points to be noted by the Bidder

(a) The Financial Bid should be written both in words and figures at appropriate places.

(b) The Bidder shall submit the Bid which satisfies each and every condition laid down in **Schedule-4**, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

### 14. Corrupt or Fraudulent Practices

14.1 *The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during providing of Accounting Services and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:*

(a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the contract execution; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence an execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

14.2 *The Bureau shall reject a proposal for award, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; The Bureau shall deem a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at anytime determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.*

## 15. Opening of Bid

The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the **Schedule-4** (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

## 16. Short-listing of Bidders

*The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.*

## 17. Opening of Financial Bids

*The Bureau shall open Envelope No.2 (Financial Bid), on notified date, and the rates quoted by the bidder in price schedule (**Schedule-5**) shall then be read out. The work will be awarded to the L-1 bidder.*

## 18. Acceptance of Bid

Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

## 19. Renewal of Contract

Initially, the Contract shall be valid for a period of one year which can be extended for further period on yearly basis for a maximum period of two years, subject to satisfactory performance of the contract services and mutual consent between Bureau and Contractor; at the same fees, terms & condition of the contract.

## 20. Process to be Confidential

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

## 21. Performance Security

To ensure due performance of the **Contract**, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished by NEFT/RTGS or in the form of an Account payee Demand Draft/Pay Order in favour of 'Bureau of Indian Standards' payable at '**Coimbatore**' or a Bank Guarantee as per format indicated in **Annexure 1**.

**22. Execution of Contract Document**

- 22.1** The successful Bidder after deposit of Performance Security is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value. The proper value at present is Rs.100/-. The Agreement should be signed within 10 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.
- 22.2** It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

**23. Rights of the Bureau**

- 23.1** The Bureau reserves the right to suitably enhance/reduce the scope of work put to this Bid.
- 23.2** In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

**24. Notice to form Part of Contract**

Tender Notice and these instructions shall form part of the Contract.

## SCHEDULE – 2: CONDITIONS OF CONTRACT

### 1 DEFINITIONS:

- i) **'Contractor'** shall mean the individual or firm whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or successors of such firm as the case may be and permitted assigns of such individual or firm.
- ii) **'Services'** shall mean the services to be provided to the Bureau by the Contractor as stated in the Contract and shall include other services that are prescribed in the Tender document.
- iii) **'Contract'** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- iv) **'Contract Amount'** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- v) **'Competent Authority'** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- vi) **'Government'** shall mean the Central Government.
- vii) **'Bureau'** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- viii) **'Director General'** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- ix) **'Approved'** shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- x) **'Specification'** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- xi) **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Services.
- xii) **'Bid'** means the Contractor's priced offer to the Bureau for providing Accounting Services and remedying of any defects in the Services in accordance with the provision of the Contract and services as accepted by the Letter of Acceptance.
- xiii) **'Letter of Acceptance'** means the formal acceptance by the Bureau.

xiv) '**Commencement Date**' means the date upon which the Contractor receives the notice to commence the Accounting Services.

xv) '**Annexure**' referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.

## 2. **Parties to the Contract:**

The parties to the contract shall be the firm, whose offer is accepted by the Bureau; and the Bureau.

The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

## 3. **Performance Security**

To ensure due performance of the contract, an interest-free Performance Security, for an amount as given in **Schedule-4** may be deposited by the firm in the form of an NEFT/RTGS/Demand Draft/Pay Order in favour of 'Bureau of Indian Standards' payable at '**Coimbatore**' or Bank Guarantee as per format indicated in **Annexure-1**.

Any amount due/recoverable from the firm under the terms of this Contract or any other account, may be deducted from the amount of Performance Security. In case, the amount of Performance Security is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the firm, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

If during the term of this Contract, the firm is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the firm, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the firm by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

#### 4. **Contract Documents:**

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the firm necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- i) The Agreement
- ii) The Conditions of Contract
- iii) Tender Notice and Tender Document
- iv) Letter of Acceptance.
- v) Any other correspondence exchanged between the parties in connection with the contract.
- vi) The Contractor's Offer

#### 5. **Liquidated Damages**

If the firm does not perform the Services as specified in the Contract the Bureau shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to Rs 1000/- (Rupees one thousand only) for each default in service subject to maximum penalty of Rs. 10,000/- (Rupees Ten Thousand only).

Bureau may consider termination of the Contract in case of continuous default.

#### 6. **Risk**

In case the firm fails to provide the services as stipulated in the scope of work, the Bureau reserves the right to procure the same from alternate sources at the risk, cost and responsibility of the firm.

#### 7. **Payments Terms & Renewal of Contract**

The payment towards the Services will be made by the Bureau directly to the firm on monthly basis subject to satisfactory completion of work. The rates quoted shall be exclusive of all applicable taxes. The applicable taxes will be extra. There shall be no reimbursement of out of pocket expenses/conveyance charges etc.

The payment of bills arising out of the contract will be credited directly in Bank Account of the firm. The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

Initially, the Contract shall be valid for a period of one year which can be extended for further period on yearly basis for a maximum period of two years, subject to satisfactory performance of the contract services and mutual consent between Bureau and Contractor; at the same fees, terms & condition of the contract.

**8. Indemnity:**

The firm shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.

The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

**9. Corrupt or Fraudulent Practices**

*The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:*

- (a) *“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in contract execution; and*
- (b) *“fraudulent practice” means a misrepresentation of facts in order to influence an execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.*

*The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.*

**10. Suspension of Contract**

The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the firm for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the firm as to which the decision of the Bureau shall be final and the firm shall not be entitled to any change or compensation by reason thereof.

An event of default on the part of the firm, which results from the firm being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the firm has repudiated the Contract,

- (b) Without reasonable excuse has failed to commence the Services in accordance with this Contract, or failed to or provide Services within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- (d) Serious discrepancy in the quality of the services is noticed during the inspection.
- (e) The firm, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (f) The firm enters into voluntary or involuntary bankruptcy, or liquidation;
- (g) The firm becomes insolvent;
- (h) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (i) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
- (j) The firm (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

#### **11. Termination by the Bureau**

It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the firm may suffer by reason of such termination, by giving the firm 15 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

#### **12. Firm's right to terminate**

If the firm decides to terminate the Contract before the end of contract period, the firm has to give an advance intimation of at least 60 days.

If the firm terminates the agreement without prior notice of 60 days, then the entire permanent security deposit will be forfeited.

#### **13. Force Majeure Clause:**

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this

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contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

**14. Confidentiality**

The Contractor shall not divulge or disclose proprietary knowledge obtained while providing services under this Contract to any person, without the prior written consent of the Bureau.

**15. Publicity**

Any publicity by the firm in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

**16. Disputes & Arbitration**

The Bureau and the firm shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract.

If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

**17. Mode of serving Notice**

Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

**18. Governing language**

Governing language for the entire contract and communication thereof shall be English only.

**19. Law:**

The contract shall be governed and interpreted under Indian Laws.

**20. Legal Jurisdiction**

No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Coimbatore only.

**21. Stamp duty:**

The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

### SCHEDULE-3 : SCOPE OF ACCOUNTING SERVICES

The Accounting Services in general will include: Performing the routine accounting work of this Branch of BIS in Tally Accounting Software/ any other software as per the general principle of accounting and the guidelines/instructions of Headquarter, taking time bound appropriate action(s) as per the statutory requirements from time to time. In particular, the accounting services will include:

1. All transactions shall be kept-in in tally software/any other software and report shall be generated on periodical intervals, month-wise, year-wise etc. and proper back-up of the records shall be maintained.
2. Ledger book(s) of accounts shall be maintained and updated as per the requirements.
3. Preparation of Bank Reconciliation Statement and to ensure that Bank Reconciliation Statement should not contain any long pending outstanding debit/credit entries.
4. Maintenance of Asset Registers in prescribed format, all additions in Assets should be properly recorded, depreciation to be provided at the prescribed rates and entries for dispose off of condemned assets should also be recorded in the assets register.
5. Trial Balance should be generated on or before 10<sup>th</sup> of every month alongwith Schedules of all Current Assets and Current Liabilities duly reconciled.
6. Finalization of Trial Balance for the year ending 31<sup>st</sup> March alongwith all Schedules as given in the circular on Annual Closing of Accounts issued by Accounts Department-HQ.
7. Preparation of Receipt & Payment Account for the year ending 31<sup>st</sup> March in the format given in the Circular on Annual Closing of Accounts issued by HQ.
8. Preparation of TDS & TDS-GST statement and assist the branch for timely payment of TDS. The TDS certificate to the concerned parties shall also be generated by stipulated dates and TDS returns shall also be filed within the stipulated date.
9. **E-invoicing, preparation of GST statement and assist the branch for timely submission to our Regional Office at Chennai for filing of returns to be filed within the stipulated date.**
10. Preparation of Professional Tax statement of the employee every month in accordance to the \_\_\_\_\_(State) notification from time to time and assist the branch for timely payment of professional tax and filing of returns if required.
11. Preparation of statement, payment, filing of return etc. of any other taxes levied by Govt. from time to time
12. Assisting in furnishing the reply to all queries of internal Audit, AG audit, GST, Sale Tax, Professional Tax, Income-tax etc.

13. Providing opinion on the matters relating to **GST**, Sale Tax, Professional Tax, and Income-tax as per Government notification from time to time.
14. Any other work assigned relating to accounts/statutory requirements etc. as and when introduced by statutory authorities.
15. The person deputed for doing the accounting work shall attend BIS office at-least 10 working days in a month. A record for the same will be maintained by the Branch Office. A senior professional member of the firm shall also visit the branch every month to ensure that the work is being done as per norms/statutory requirements.

Date:  
Place:

**(Name and Signature of Tenderer  
with stamp of the firm)**

## SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS

### 1. MINIMUM ELIGIBILITY CRITERIA

- (i) EMD for an amount as specified below is to be submitted along **with the Tender Document either in the form of Demand Draft/Pay Order drawn in favour of “Bureau of Indian Standards” Payable at Coimbatore** or by RTGS/NEFT (RTGS/NEFT details to be enclosed) Else, the Bid will not be considered.
- (ii) The firm should have certificate of practice from the Institute of Chartered Accountant of India under provisions of Chartered Accountant Act 1949/Institute of Cost Accountants of India under provisions of Cost & Works Accountant Act, 1959, to provide the professional services and shall enclose the copy of certificate of practice with respective institution. The firm shall have its office within the same city/district. **Evidence of Office at Coimbatore/District shall be furnished.**
- (iii) **The firm should have been/had been providing accounting service at least three years to Central Government Departments / Public Sector Undertakings or any branch of Bureau of Indian Standards during last ten years.**
- (iv) The Copy of PAN Card and a copy of Income tax Return and **GST Return** of last financial year shall be enclosed.
- (v) The person to be deployed should be from commerce background and also well conversant with Tally Software and MS Office in performing the accounting work.
- (iv) A declaration regarding blacklisting and/or litigation (**Annexure 4**)

### 2. Availability of Tender Documents:

Place: **Bureau of Indian Standards, Coimbatore**

Period: **12 January 2021 to 08 February 2021**

3. Earnest Money Deposit: **Rs. 5,000/- (Rupees Five Thousand only)**
4. Performance Security Deposit (**10% of the value of the Contract**)
5. Validity of Bids: **90 days**
6. Opening of Bids: **Bids shall be submitted on or before 09/02/2021, 1500hrs and the bids shall be opened by duly constituted members at 1600 h on 09-02-2021.**
7. Authorized Officer on behalf of the Bureau for this tender/contract:  
**Head, Coimbatore Branch Office**

## SCHEDULE 5-FINANCIAL BID DOCUMENT

The firm willing to provide Accounting Services shall give their bid value per annum (excluding applicable taxes) as follows:

	<b>Annual Bid Value for providing Accounting Services(excluding applicable taxes)</b>
	<b>Amount in figures: Rs.</b>
	<b>Amount in words : Rupees</b>

We have studied all the terms & condition of the Tender Document, Minimum Eligibility Criteria, Scope of Work, and General Condition of the Contract and agree for all the terms & condition of the contract.

Date:

Place:

(Name and Signature of  
Authorised person with stamp of the firm)

**SCHEDULE - 6: CONTRACT FORM-AGREEMENT**

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between M/s \_\_\_\_\_ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, **5<sup>th</sup> Floor, Kovai Towers, Dr. Balasundaram Road, Coimbatore-641 018** (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a Service Provider.

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to received Accounting Services \_\_\_\_\_ on contract basis, therefore, invited bids through Limited/Open Tender enquiry dated \_\_\_\_\_.

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. \_\_\_\_\_ to the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in Schedule 2 (Conditions of Contract) of Tender Document”:

\_\_\_\_\_  
(Signature of Contractor/  
Authorized Representative)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Officer of the Bureau)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
**Seal of the Firm**

**Witness:**

\_\_\_\_\_  
(Signature )

Name of Witness \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
**Seal of the Bureau**

**Witness:**

\_\_\_\_\_  
(Signature)

Name of Witness \_\_\_\_\_  
Address \_\_\_\_\_

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**SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE BIDDERS.**

1.	Annexure-1	FORM OF BANK GUARANTEE BOND
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 10 YEARS
4.	Annexure-4	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS

CTBO/ADMN/14/2021

Annexure -1

**FORM OF BANK GUARANTEE BOND**

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt \_\_\_\_\_

(hereinafter called "the said Contractor(s)') from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for

\_\_\_\_\_ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)

We, \_\_\_\_\_ (hereinafter referred to as ( indicate the name of the bank)

'the bank') at the request of \_\_\_\_\_ Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ do hereby( indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....

3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the Guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a

demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this guarantee thereafter.

5. We ..... further agree with the Bureau that (indicate the name of Bank) the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).
7. We, ..... lastly undertake not to revoke this ( indicate the name of bank)guarantee during its currency except with the previous consent of the Bureau in writing.

Dated the ..... day of ..... (year)

For .....

(indicate the name of bank)

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**Annexure-2**

**DETAILS TO BE FURNISHED BY THE BIDDERS**

1. Name of the Firm:
2. Class of Registration with validity date:
3. Address for Communication:
4. Telephone No.:
5. E-mail:
6. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

7. PAN, TIN Number of the Firm(enclose copy) :
8. **GST** Registration No.:
9. Enclose the copies of the Income-tax Returns & **GST** Returns for last **three** financial years.

10. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm

Seal of the Firm

Dated:  
Place:

Annexure -3

**DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE  
BIDDER TO EACH OF 3 ORGANIZATIONS DURING LAST 10 YEARS**

**Name of the Bidder:**

Year	Name & Type of Services provided	Name & Address of the organization	Value of the Services provided	Remarks

Enclose copies of the offer letters from above organization.

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**Annexure-4**

**DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS**

I/we hereby declare that our firm is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm or its owner/partners anywhere in India.

Date the ..... day of ..... (year)

**Signature of Bidder** \_\_\_\_\_

Name & Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

Seal of the Firm