

## INDIAN INSTITUTE OF TECHNOLOGY KANPUR GT ROAD, KALYANPUR, KANPUR – 208 016 UTTAR PRADESH, INDIA

## TENDER REFERENCE NO.: IITK/R&D/ACCRUAL/2022-23/001

## BID SUBMISSION END DATE - 17.08.2022

## **TENDER DOCUMENTS**

For

## PREPARATION OF ANNUAL FINANCIAL STATEMENTS AND OTHER ANCILLARY SERVICES OF THE DORD OFFICE FOR THE FINANCIAL YEAR ENDED 2022-23

#### **BID DOCUMENT**

The Indian Institute of Technology Kanpur ("the IITK") invites Bids ("Bids") from eligible, qualified and capable firms for rendering of "the Service" and provision of associated services ("Ancillary Services") according to the requirements as defined in the Tender document.

Name of Work	Preparation Annual accounts and other ancillary services of the DoRD Office for the financialyear 2022-23				
Date of Publishing	05.08.2022 (16:00 hrs)				
Clarification Start Date and Time	10.08.2022 (16:00 hrs)				
Clarification End Date and Time	14.08.2022 (16:00 hrs)				
Queries (if any)	No queries will be entertained after clarification end date and time				
Bid Submission Start Date	05.08.2022				
Last Date and time of submission of Bids	17.08.2022				
Date and time of opening of FinancialBids	18.08.2022				
Date and time of opening of TechnicalBids	Will be separately notified for Technically shortlisted/qualified bidders.				

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <a href="https://www.iitk.ac.in/new/tenders-notice">https://www.iitk.ac.in/new/tenders-notice</a>

#### (A) INSTRUCTION TO BIDDERS

#### 1. PREPARATION AND SUBMISSION OF BIDS:

- a. The detailed tender documents may be downloaded from <u>https://www.iitk.ac.in/new/tenders-notice</u> till the last date of submission of tender.
- b. The bidder should submit the bid in two parts viz. Technical Bid and Financial Bid. Technical Bid should be provided in cover-1, titled as Technical Bid and Financial Bid should be provided in cover-2, titled as Financial Bid. Both the covers must be sealed and kept in maincover with following details mentioned on it:

Tender Reference No.: IITK/R&D/ACCRUAL/2022-23/001 Preparation of Annual Financial Statements and other ancillary services of the DoRD Office for the financial year 2022-23

#### 2. SUBMISSION OF THE BID

All interested and eligible bidders are requested to drop their bids in Central Store, IIT Kanpur as per the criteria given in this document.

#### 3. TECHNICAL BID

Signed copies of following documents must be provided in Cover 1 marked as Technical Bid

## List of Documents to be signed and placed under Cover-1 within the period of bid submission:

- (i) Signed copy of Bank details.
- (ii) Signed copy of work experience.
- (iii) Signed copy of certificate of GST, PAN.
- (iv) Signed copy of firm registration certificate issued by ICAI as on 01.01.2022
- (v) Signed copy of work completion certificate/ PO as mentioned under Appendix 2-3.
- (vi) Signed copy of any other document(s) mentioned in tender document.
- (vii) Signed copy of audited financial statements of the firm for last 3 financial years i.e., 2018-19 to 2020-21.

# <u>NOTE - No indication of the rates/amounts be made in any of the documents submitted with the Technical Bid cover.</u>

#### 4. FINANCIAL BID

- a. The currency of all quoted rates shall be Indian Rupees. All payment shall be made in Indian Rupees.
- b. In preparing the financial bids, bidders are expected to consider the requirements and conditions laid down in this Tender document. The financial bids should be submitted in cover 2 titled Financial Bid and based on the scope of work, service conditions and other terms of the

Tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

c. The Financial Proposal should include of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws.

#### 5. LAST DATE FOR SUBMISSION OF TENDER:

- a. Bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The IIT, Kanpur may, at its own discretion, alter/extend the last date for submission of tenders.

#### 6. BID VALIDITY

- a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rates should be valid for the initial/ extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, the IIT may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90 days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

#### 7. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS:

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

#### 8. <u>REJECTION OF THE BID:</u>

The bid submitted shall become invalid if: -

- a. The bidder is found ineligible.
- b. The bidder does not submit all the documents as stipulated in the bid document.

#### 9. SELECTION CRITERIA:

#### **Phase-I: Technical Evaluation**

Technical evaluation will be done based on the information given by technical bid submitted by the bidders. Bid containing partial, incomplete, uncleared and superfluous and unwanted information will be summarily rejected. Technical declaration must be supported with relevant document. Discrepancy in relevant supporting document and technical compliance sheet shall lead to rejection of technical bids.

#### Phase-II

- **a.** Financial bids of technically qualified bidders shall be opened.
- **b.** Financial evaluation is purely done on the total financial implication.
- **c.** Any superfluous, unreasonable assets rate quotes will be summarily rejected.

#### 10. Late Delivery:

Not Applicable in case of Service Contract.

#### (B) <u>COMMERCIAL TERMS AND CONDITIONS</u>

#### 1. **DEFINITIONS**

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and the Bidders by putting their signature and stamp on each page of this Section are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions asdefined below, words and expressions shall have the following meanings assigned to them:

- a. "Contract" means the agreement of the Parties relating to the procurement of Goods and Services / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order:
  (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions.
- b. "Contractor" means the person or entity named in the 'CONTRACTOR' named field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title.
- c. "Day" means any calendar day.
- d. "Delivery Date" means the latest possible date by which the Goods/ Service shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order.
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimize possible damage.
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract "Services" means all kind of services Consultancy/Non-Consultancy under the contract;
- g. "IITK" means the Indian Institute of Technology Kanpur.
- h. "IITK Purchase Order" means the IITK's official Purchase Order document.
- i. "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and

j. "Place(s) of Delivery/Execution" means the location(s) or place(s) where the Goods/Services are to be delivered, as specified in the 'SHIP TO' named field of the IITK Purchase Order.

#### 2. CONCLUSION OF THE CONTRACT

- **2.1.** The Contract is made between the IITK and the Contractor. The Contractor is engaged as an independent contractor for the sole purpose of execution of the services.
- **2.2.** The Contract shall be concluded upon the Contractor duly following the countersigning.

#### 3. FUNDING

This Contract shall become and remain effective only on the condition that an official Purchase Order is issued by IITK following the conclusion of tender exercise. In the event this is not or no longer shall the case, the IITK without unreasonable delay notify the Contractor thereof.

Any continuation of the Contractor's performance under this Contract after being notified by the IITK shall be at the Contractor's risk and expense.

#### 4. DELIVERY AND TAKE OVER OF SERVICES

The firm shall provide services at IIT Kanpur. On behalf of the IITK, a duly authorized representative(s), shall monitor and/ or receive services. Takeover of services by the IITK shall not to be deemed acceptance of the service by IITK. The timelines of delivery as specified in the contract/ PO with the scope of work specified shall be strictly adhered to, and time shall be of the essence.

### 5. QUALITY OF SERVICE

- 5.1 The contractor must ensure that services provided are:
- a. Of the quality, quantity and description as required by the contract/ PO;
- b. Free from any right or claim of the third party, including rights based on industrial property or other intellectual property;
- c. Shall not indulge in any activities which may go contrary to the interests of the Institute after collecting the information from various sources of the Institute and its units.

#### 6. INSPECTION AND ACCEPTANCE

6.1 The duly authorized representative(s) of the IITK shall have the right, before payment, to inspect the Services received. The Firm shall provide all facilities for such inspection. The IITK may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IITK or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Firm, including specifications of the Services.

- 6.2 Upon delivery and inspection of the Services, the IITK shall inspect the Services as soon as possible and complete the Services Receiving Document. Should any Services fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Services. The Firm shall, at no cost to the IITK, replace the rejected Services or, alternatively, rectify the non- conformity.
- 6.3 In the case of Services ordered on the basis of specifications, the IITK shall have the right to reject the Services or any part thereof and terminate the Contract if the Services do not conform to the specifications. Nothing in this clause shall in any way release the Firm from any warranty or other obligations under the Contract

#### 7. PRICE

The price of the Goods/Services shall be as stated in the Purchase Order and may not be increased.

#### 8. PAYMENT

- 8.1 Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within Thirty (30) Days after the submission of Invoice on quarterly basis.
- 8.2 All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Goods/services delivered. The currency of invoice and payment shall be in INR. Unless otherwise authorized by the IITK, a separate invoice shall be submitted for each shipment under the Contract / PO.
- 8.3 Payments shall be made in INR and paid directly into the nominated bank account.
- 8.4 The IITK shall not pay any charge for late payments.

#### 9. OBSERVANCE OF LAW AND LICENSES

- 9.1 The Firm shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If any license or any other governmental authorization is required for the Services, it shall be the obligation of the Firm to obtain such license or governmental authorization. In the event of the Firm's failure to obtain such license or authorization within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend execution of the Contract.
- 9.2 Where such errors, irregularities or fraud are attributable to the Firm, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory

provision of India, resulting from an act or an omission that causes or might cause a financial loss

#### **10. TAX EXEMPTION**

The Contractor's price shall reflect any tax exemption to which the IITK is entitled. If it is subsequently determined that any taxes that have been included in the price are not required to be paid or if, having been paid, any such taxes are subject to refunding, the IITK shall deduct amount from the Contract price. Payment of such adjusted amount shall constitute full payment by the IITK. In the event that any taxing authority refuses to recognize the IITK's exemption from taxes, the Contractor shall immediately consult with the IITK to determine a mutually acceptable procedure for settling the applicable amount.

#### **11. WARRANTY**

- 11.1 The Firm warrants that the Services furnished under the Contract shall conform to the technical specifications, description and standards specified in the Contract, and shall be free from any defects and deficiencies.
- 11.2 The Firm shall continue to remain responsible for the accuracy and quality of the Services provided for a period of one years from the date of acceptance of the Services by the IITK, unless the law mandated period is longer in which case the longer period shall apply.
- 11.3 Should any portion of the Services, at any time, not comply with clause 5.1 herein or otherwise prove to be deficient and / or defective, the Firm shall, upon written notification from the IITK, make good / replace that portion of the Services and bear all costs associated with the making good / replacement of same.

#### **12. DELIVERY OF SERVICES**

- 12.1 The Services shall be provided in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the law, Government of India (GOI) and the Comptroller and Auditor General (CAG) of India.
- 12.2 The Firm shall provide copy relevant working papers in soft (excel as well as pdf) and hard copy (3 sets). All pages of the hard copy sets shall bear the signature with date and seal of the Firm.
- 12.3 A full copy set of all working sheets relating to calculation of ITC availed and not availed along with calculation of tax liability shall also be handed over to the IITK along with the monthly/ quarterly and annual returns.

#### **13. DEFAULT AND DAMAGES**

- 13.1 If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
- **a.** Provide all or any of the Goods/services under the Purchase Order.
- **b.** comply with any or all the terms and conditions set out in the Purchase Order; or

- **c.** Provide any or all of the Services under the Purchase Order on or before the Delivery Date.
  - The IITK may hold the Contractor in default under the Purchase Order.
- 13.2 When the Firm is thus in default, the IITK may, by written noticeto the Firm, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Firm is in default.
- 13.3 Alternatively, to clause 13 when the Firm is thus in default, the IITK may, at its own discretion, set a reasonable period, for the Firm to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Firm.
- 13.4 The IITK may, at its discretion, impose penalties upon the Firm calculated in accordance with clause 14 for each week the Firm is late in delivering the Services past the Delivery Date initially specified in the Purchase Order.
- 13.5 If the Firm does not remedy its default within the period of time as communicated, the IITK may, by written notice to the Firm, terminate the Purchase Order with immediate effect.
- 13.6 Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Firm is in default, the IITK may engage another firm to deliver the Services and recover any difference in price and any additional costs from the Firm.
- 13.7 The Firm shall indemnify the IITK for all losses, charges, costs and expenses, which the IITK may suffer or incur as a result the Firm's default, including those resulting from engaging another firm pursuant to this clause 13.

#### **14 PENALTIES**

If, in accordance with clause 15, the IITK imposes penalties on the Contractor, such penalties shall amount to zero-point five percent (0.5%) of the total Purchase Order price for each week following the initial Delivery/Service Date specified in the Purchase Order but shall not amount to more than twenty five percent (25%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Contractor.

#### **15 DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR**

If the Firm delays at any point of time in the delivery of the Services or fulfilment of any other of the Firm's obligations by any act or omission of the IITK, or by any of its officials, or by any separate firm(s) contracted by the IITK, or by changes ordered in the type and/or quantity of the ordered Services, or the Place(s) of Delivery, or any causes beyond the Firm's reasonable control, or by any other cause, which the IITK determines may reasonably justify the delay, the Delivery Date of the Services, or fulfilment of any other of the Firm's applicable obligations shall be extended for such reasonable period of time as the IITK and the Firm mutually determine. The set reasonable period and any amended delivery date shall be specified in a written amendment to the Contract / PO, duly countersigned by the Firm.

#### **16 FORCE MAJEURE**

As soon as possible after the occurrence of any event constituting Force Majeure, but no later than three (3) Days, the Contractor shall give notice and full particulars in writing to the IITK of the Force Majeure. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the IITK mayterminate the Contract / PO with immediate effect by providing writtennotice to the Contractor.

#### **17 INDEMNITY**

- 17.1 The Contractor shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.
- 17.2 Clause 17 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

#### **18 ASSIGNMENT**

- 18.1 The Contractor shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Contractor's rights, claims or obligations under the Purchase Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.
- 18.2 The Contractor shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Contractor to furnish particulars of the proposed subcontract as the IITK deems necessary.
- 18.3 The IITK's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract / PO.

#### **19 INSOLVENCY AND BANKRUPTCY**

- 19.1 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.
- 19.2 Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a

receiver be appointed on account of the Contractor's insolvency, the IITK may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Contractor with written notice thereof.

#### **20 TERMINATION**

The IITK shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving a three days' notice to the Contractor.

#### 21 WAIVER

A waiver of any breach of or default under the Contract/ PO shall not constitute a waiver of any other breach or default and shall not affect the other terms of the Contract/ PO. The rights and remedies provided by the Purchase Order are cumulative and are not exclusive of any other rights or remedies.

#### 22 ADVERTISING

The Contractor shall not advertise or otherwise make public the fact that it is a contractor to the IITK. The Contractor shall not in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK.

#### 23 DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract / Purchase Order. Unless required in connection with the performance of the Purchase Order or expressly authorised in writing by the IITK, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the IITK. The Contractor shall not, at any time, usesuch information to any private advantage. These obligations do not lapse upon any completion, expiration, cancellation or termination of the Contract / PO.

#### 24 NOTICES

Any notice given in connection with the Contract shall be given in English and in writing and shall be deemed to be validly given if sent by registered mail or by fax or by email to the other Party at the following:

- **a.** for the IITK: the contact details set out in the 'IITK BUYER' name field of the Purchase Order; and
- **b.** for the Contractor: the contact details set out in the 'CONTRACTOR' named field of the IITK Contract/Purchase Order.

#### **25 STAFF MEMBERS NOT TO BENEFIT**

The Contractor shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment based on the Purchase Order

or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

#### 26 GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of India.

#### **27 SETTLEMENT OF DISPUTES**

- 27.1 The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.
- 27.2 If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK, who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.
- 27.3 All disputes are subject to jurisdiction of Kanpur courts.

#### **28 PRIVILEGES AND IMMUNITIES**

No provision of the Contract / Purchase Order shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the IITK.

#### **29 AMENDMENTS**

No modification, amendment or change to the Contract/Purchase Order, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract/Purchase Order, signed by a fully authorised representative of each Party.

#### **30 VALIDITY**

The invalidity in whole or part of any condition of the Contract / Purchase Order or clause thereof shall not affect the validity of the remainder of such condition or clause.

#### **31 ENTIRE AGREEMENT**

The Contract / Purchase Order constitute the entire agreement and understanding of the Parties and supersede any previous agreement, whether orally or in writing, between the Parties relating to the subject matter of the Contract.

#### 32 GOVERNING LANGUAGE

The Contract / Purchase Order shall be executed in the English language which shall be the binding and controlling language for all matters relating to the meaning and interpretation of the Contract / Purchase Order.

#### **Tender document**

Sealed quotations are invited from the reputed Chartered Accountant Firms by undersigned, for **"Preparation of Annual financial statements and other Ancillary services of the DoRD office for the financial year 2022-23**"

The quotation should be physically submitted on or before 16:00 hrs, 18.08.2022 in drop box at Central Stores and Purchase Section.

Enquiry No. Description of item	: IITK/R&D/ACCRUAL/21-22/001 : "Preparation Annual accounts and other ancillary services of the DoRD office for thefinancial year 2022-23"
Bid publishing date	: 05.08.2022
Bid submission closing date	: 16:00 hrs, 17.08.2022
Bid opening date	: 11:00 hrs, 18.08.2022

#### **Details of required Items**

SL. No.	Specifications	Quantity In No.
1	Preparation of half yearly and annual financial statements of the R&D for year 2022-23.	1
2	Consolidation of accounts of individuals accounting units as listed in Scope of work to prepare consolidated annual financial statements of the DoRD office.	1

### **General Instruction to the Bidder**

- 1. Bidder should sign and seal properly every paper of tender documents as a token of acceptance.
- 2. Bidder should quote rate only in format provided in Appendix 5. Rates should be in Rupees.
- 3. Security money @ 3% of the Contract value must be deposited in the form of DD/FDR in favor of "Registrar IIT Kanpur" of Nationalize bank/Reputed Bank payable at Kanpur or electronic transfer to A/C no. 10426002126 State Bank of India. IIT Kanpur, IFSC code: SBIN0001161 by the bidder within 15 days of issue of LOI to the lowest bidder; followed by execution of the Contract on a ₹100/- non judicial stamp paper mentioning about the agreement to be made which shall include all the terms and conditions mentioned in the tender document. The Contractor has to sign on each and every page along with his official seal while the DoRD Authorities shall sign as the other party.
- 4. Bidder should submit self-attested credentials in support of qualifications.

#### **Pre-qualification:**

- 1. Firm must be registered a chartered accountancy firm having continuous experience of minimum 10 years supported by a certificate issued by the Institute of Chartered Accountants of India to that effect.
- 2. Firm must have head office situated at Kanpur, those firms who have their Head offices situated in any other district within UP shall also be considered subject to, it has an office in Kanpur (must be evident from Firm registration certificate issued by ICAI).
- 3. The bidder must have a minimum of 10 years' experience in accrual accounting providing satisfactory similar service i.e., preparation of financial statements of any government establishment/ public sector undertaking/ autonomous body/ educational institute of repute, on accrual accounting principles, whose accounts are audited by C&AG. Experience with accounts prepared on cash basis alone shall not be counted.

The firm must have successfully completed any assignment mentioned above whose value (based on single PO) must be at least ₹30.00 lacs or more in past 7 years.

Cases where value of original PO issued for above work is less than ₹30.00 lacs, but the same has been extended over the years, amounting more than ₹30.00 lacs when taken in totality, shall not be considered while computing said condition.

In support of the above, a list of the clients (please refer to Appendix -3), copies of Work / Purchase Orders received, and certificate of satisfactory completion of the assignment(s) are to be enclosed. Preference will be given to those firms who have experience in preparation of accounts of reputed educational institutes/ autonomous bodies that are funded from Central Government, State Government or their agencies like IITs, NITs, IIMs and other state level universities.

- 4. The bidder must have a working experience of Research and development departments in any of the central/state/autonomous institute.
- 5. The bidder should have exposure of working in project base accounting.

- 6. The bidder should have qualified human resources for executing the services successfully. The bidder should enclose a list of the numbers of fellow and associated partners with their name, designation, qualifications/ certificates, number of years with the firm, and present place of posting. A one-page resume each of the employees/ fellows/ partners who will be specifically assigned to the contract with IITK should also be enclosed.
- 7. The bidder should be competent to comply with all legal obligations in connection with the contract without letting or sub contacting the service.
- 8. Average annual financial turnover of the bidder should be ₹100 lacs or above during the preceding 3 (three) years i.e., 2019-20, 2020-21 and 2021-22. Certified copies of audited financial statements for these years should be enclosed.
- 9. The bidder must have registered under the Goods & Services Tax (GST) Act and Income Tax Act. Certified copies of PAN, GST registration certificate should be enclosed.
- 10. The bidder must have registration/ code no. from Kanpur offices of the EPF and ESI departments, if applicable. However, in case of not being so, the successful bidder to whom the contract is finally awarded shall within reasonable time but not exceeding 30 days from the date of Purchase Order, obtain the said code numbers as above from the appropriate authority, if applicable.

#### Terms & Conditions of the quotations are as under:

- 1. Enquiry may be sent to email id <u>shubhamd@iitk.ac.in.</u>
- 2. The Bid should be submitted as per the instruction given in tender document.
- 3. The Services mentioned in enquiry is and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
- 4. Other charges, duty, taxes should be clearly mentioned.
- 5. The rates offered should be exclusive or inclusive taxes. The rates applicable should clearly be specified.
- 6. Quotation should have validity of at least 90 days from the date of opening.
- 7. The rates quoted should be in metric units/Nos, otherwise your quotation is liable to be ignored.
- 8. The right to reject all or any of the quotations and to split up the requirements or relax any or all of the above conditions without assigning any reason is reserved.
- 9. The bidder should not have been convicted by a Court of Law or indicted by a regulatory authority for any offence against it, should not have been blacklisted due to default in the performance of contract for any purposes and should not have any investigation pending against it or against the Principal Officer of the bidder.
- 10. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform IIT Kanpur, detailing the conflict in writing as an attachment to this Bid.
- 11. Filling up the 'Tender acceptance letter' on company letter head is mandatory.
- 12. Bidder should submit **(With COVER I)** details of Bank Account for the electronic transfer of Payment/Refund of the Security Money, well typed in letter head of the firm with signature and seal of authorized person.
- 13. Bidder will get all benefits under Rule 153 GFR-2017.
- 14. As per the Ministry of Commerce and Industry Order No. P-45021/2/2017-PP(BE-II) dated 04.06.2020 preference shall be given to Make in India products for which it is mandatory for bidders to declare Country of Origin of goods and percentage of Local contents in the product.

Definitions:

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"Class-I local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content to or more than 50%, as defined under this order.

"Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this order.

"Margin of purchase preference" means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference. (shall be 20%)

**Purchase Preference:** 

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the Class-l local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-l local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-l local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-l local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-l local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-l local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-l local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Classl local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-1 local supplier' shall get purchase preference over 'Class-ul local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-1 local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-l local supplier', will be invited to match the L1 price subject to Class-l local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-l local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-1 local supplier' fails to match the L1 price, the 'Class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-1 local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-Il local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
- 15. Any dispute is subject to Kanpur jurisdiction.

#### **Scope of work:**

The contract is essentially for providing services as mentioned below:

- **1.1** Preparation of annual accounts for the year 2022-23 of the DoRD office which includes the following:
  - a. Verification of all entries passed during the period confirming dual entry system.
  - b. Verification of entries in Project Accounts.
  - c. Verification of Interest-bearing advances of staff.
  - d. Verification of other staff advances.
  - e. Verification of Realization and payment of statutory dues.
  - f. Assessment and provisioning of liabilities both against POs and other payments.
  - g. Adjustment of previous year liabilities provided.
  - h. Identification and Capitalization of Fixed Assets and reconciliation with Stores & Purchase.
  - i. Inter-Account Reconciliation.
  - j. Checking of bank Reconciliation.
  - k. Reconciliation of Treasury Single Account (TSA), CNA(Central Nodal Agency), SA(Sub Agency) bank account with books.
  - l. Reconciliation of Salary.
  - m. Preparation and verification of Trial Balance.
  - n. Interest accrual working in R&D Fund books.
  - o. Written advises (on CA Firm's Letter Head) related to Income tax TDS and other tax.
  - p. Preparation of financial statements comprising Significant Accounting Policies, Statement of Income & Expenditure, Balance Sheet, Cash Flow Statement, Receipts and Payments Account, and Schedules & Annexures forming part thereof (on the basis of data that is being maintained by individual units as mentioned below), and Notes on Accounts, in the format presently followed by the Institute or as suggested by the Ministry of Human Resource Development (MHRD); please refer to Institute's audited consolidated accounts for the FY 2021-22 as well as for individual accounting units available at the following link: http://www.iitk.ac.in/new/annual.accounts

http://www.iitk.ac.in/new/annual-accounts

The financial statements so prepared shall reflect true and fair view of the financial position as at 31<sup>st</sup> March and of its financial performance and its cash flows for the half- year then ended. DoRD office presently comprises the following Accounts:

- (i) Projects [also called Account II] Account
- (ii) R&D Fund Account
- (iii) If any other account(s) added during the year shall also be included
- q. In future if there is any change in structure (Administrative/ accounting) of the Institute, contractor shall also abide by that.
- r. Presently two software are running to records the accounting transactions i.e, TELNET & DORD Online. These are in capable of recording single book entries. Adopting the accrual accounting (double book entry) concept another accounting book has to be prepared by CA FIRM in different ERP Software parallelly to the above mentioned two software.

Consolidation of accounts of individual accounting units as listed above to prepare consolidated Annual DoRD Office financial statements

- **1.2** Assist the Institute in compliance of:
  - (i) All audit observations related the balance sheet and its entries.
  - (ii) Assisting in solving the queries from Income tax department time to time.

# 2. Preparation of FY 2022-23 half-yearly financial statements of the DoRD office which includes the following:

- a. Verification of all entries passed during the period confirming dual entry system.
- b. Verification of entries in Project Accounts.
- c. Verification of Interest-bearing advances of staff.
- d. Verification of other staff advances.
- e. Verification of Realization and payment of statutory dues.
- f. Assessment and provisioning of liabilities both against POs and other payments.
- g. Adjustment of previous year liabilities provided.
- h. Identification and Capitalization of Fixed Assets and reconciliation with Stores & Purchase.
- i. Inter-Account Reconciliation.
- j. Checking of bank Reconciliation.
- k. Reconciliation of Treasury Single Account (TSA), CAN (Central Nodal Agency), SA(Sub Agency) bank account with books.
- l. Reconciliation of Salary.
- m. Preparation and verification of Trial Balance.
- n. Interest accrual working in R&D Fund books.
- o. Income tax TDS and other tax related advises

p. Preparation of financial statements comprising Significant Accounting Policies, Statement of Income & Expenditure, Balance Sheet, Cash Flow Statement, Receipts and Payments Account, and Schedules & Annexures forming part thereof (on the basis of data that is being maintained by individual units as mentioned below), and Notes on Accounts, in the format presently followed by the Institute or as suggested by the Ministry of Human Resource Development (MHRD); please refer to Institute's audited consolidated accounts for the FY 2021-22 as well as for individual accounting units available at the following link: http://www.iitk.ac.in/new/annual-accounts

The financial statements so prepared shall reflect true and fair view of the financial position as at 30<sup>th</sup> September and of its financial performance and its cash flows for the half- year then ended. DoRD office presently comprises the following Accounts:

- (i) Projects [also called Account II] Account
- (ii) R&D Fund Account
- (iii) If any other account(s) added during the year shall also be included
- q. In future if there is any change in structure (Administrative/ accounting
- r. Presently two software are running to records the accounting transactions i.e, TELNET & DORD Online. These are in capable of recording single book entries. Adopting the accrual accounting (double book entry) concept another accounting book has to be prepared CA FIRM in different ERP Software parallelly to the above mentioned two software.
- **3.** Consolidation of accounts of individual accounting units as listed above to prepare consolidated:
  - a. Half-yearly DoRD office financial statements; and
  - b. Annual DoRD office financial statements
- **4.** Assist the Institute in compliance of:
  - a. All audit observations related the balance sheet and its entries.
  - b. Providing information related to the queries on balance sheet figures to income tax authorities.
- **5.** For the timely completion of works as mentioned under "Brief Description of Services" above the contactor shall employ suitable and adequate manpower who can coordinate with the functionaries of the Account No-II and shall provide support where ever necessary for time to time to complete the works within delivery schedule.
- **6.** Preparation and filing of annual income tax return of the Institute. The firm shall be responsible for any query etc. raised by income tax department, till the assessment of the years mentioned above is completed and refund if any is received by the Institute.

#### **Delivery terms:**

The services mentioned above must be completed till the timeline mentioned below:

Service # 1.1 – by 30 April

Service # 1.2 – by 15 May

Service # 2 – by 31 October

Service # 3a – by 30 April

Service # 3b – by 15 May

Service # 4a – As and when required

Service # 4b – by 15 May

Service # 5 & 6 – As and when required

#### Payment terms:

- **1.** IITK shall make payment within thirty (30) Days of the later of:
  - a. successful delivery of the Services to IITK as confirmed by the consignee: JR (R&D) for services #1.1, 2, 3, 4a, and approved by AR (R&D)
  - b. receipt of final CAG report on annual financial statements (applies to Service# 1.2 and 4b only); and
  - c. Receipt of the original invoice(s) issued by the Firm.
  - d. After receipt of final assessment order/refund whichever is later, in case of Service#7
- 2. All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Services delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorized by the IITK, a separate invoice shall be submitted for each service under the Contract/ PO. Subject to Clause 11 of Section V ('Tax Exemption'), if applicable, the GST amount shall be separately identified in the invoice.
- **3.** Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.
- **4.** The IITK shall not pay any charge for late payments.

#### Penalties

If, in accordance with clause 12 of Section B – Commercial terms & conditions, the IITK imposes penalties on the Firm, such penalties shall amount to zeropoint five percent (0.5%) of the Purchase Order price applicable to the delayed service, for each Day following the initial Delivery Date specified in the Purchase Order but shall not amount to more than twenty five percent (25%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Firm.

Appendix -1

#### **<u>TENDER ACCEPTANCE LETTER</u>** (To be given on Company Letter Head)

Date: \_\_\_\_\_

То,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:\_\_\_\_\_

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as

per your advertisement, given in the above mentioned website(s).

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_\_to\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I/ we shall abide hereby by the terms/ conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submittingthis acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions mentioned in tender document(s)/ corrigendum(s) in its totality/ entirety.

5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I/ We certify that all information furnished by our Firm is true & correct and that in the event, the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

## QUALIFICATION INFORMATION FORM (BIDDER TO SIGN WITH THE DATE AND PUT HIS SEAL ON THIS FORM)

#### **General Information**

1. Name of Bidder:			
2. Street Address:		_	
3. P.O. box and mailing address:	Postal Code:	City:	Country:
4. Telephone No.:			
5. Fax Number:			
6. Email Address:			
7. www Domain:			
8a. Contract Name:			
8b. Contract Title:			
9. Parent Company, if any (Full legal name)			
10. Principal subsidiaries, associates and/ or representative(s), if any and relevant to the services:			
11. Corporate Seal:			
12. Type of Business:			
13. year Established:			
14. number of staff employed:			
15. Bank Account details (Bank name, branch and address, Account number and IFSC code)			

#### **Financial information**

Turnover of last three financial years of the bidder						
Year	Net Worth (In Rs. at end of the period)	Revenue (In Rs.)	Net profit (In Rs.)			
2019-2020						
2020-2021						
2021-2022						

## <u>Appendix - 3</u>

## **Details of Work Experience** (To be given on Company Letter Head)

#### Name of the Bidder: \_\_\_\_\_

Sr. no.	Client Name & location	Contract Descripti on (Work Assigned)	Contract Value (In Rs.)	Contract start date	Contract end date	Whether contract successfull y completed (Yes/ No)	Name, Address, telephone no. of the officer to whom reference may be made

#### <u>Appendix - 4</u>

#### **<u>Bid Security Declaration</u>** (To be given on Company Letter Head)

Date: \_\_\_\_\_

To, The Assistant Registrar Central Stores IIT Kanpur-208016

#### Sub: Certificate for bid security declaration

 Tender Reference No
 :

 Tender ID
 :

Name of Tender / Work: -

"I/We have read the clause regarding Bid Security Declaration/Earnest Money Deposit and I/We are fully aware that if I/We withdraw or modify the bid during the period of validity I may be suspended for a period of 3 years."

## <u>Appendix - 5</u>

#### <u>Financial Bid</u> (To be given on Company Letter Head)

Date: \_\_\_\_\_

To, The Assistant Registrar Central Stores IIT Kanpur-208016

## Sub: Financial Bid

Sr. No.	Nature of Service	Nos.	Rate (excl. GST)	GST	Total Amount (In INR)	Total Amount (In Words)
1	Preparation of Half yearly accounts for FY 2022-23	1				
2	Preparation of consolidated financial statements for FY 2022-23	1				
3	Maintenance of Accounts on ERP Software	1				
	Total Value					