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भारतीय प्रौद्योगिकी संस्थान धारवाड

Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011

TEL NO: +91 836 2212 839

**TENDER FOR HIRING CHARTERED
ACCOUNTANCY FIRM FOR AUDITING,
ATTESTING AND RELATED SERVICES AT IIT
DHARWAD**

Tender no.: IITDH/C&S/2019-20/20/CA

Notice Inviting Tender (NIT)

1.	Date of Tender Publishing on website	21 Sep 19
2.	Pre-bid meeting and site visit at IIT Dharwad <u>(Attending pre-bid meeting & site visit is a mandatory condition for participating in this tender)</u>	03 Oct 19 at 1500 hrs
3.	Date of publishing pre-bid queries (to be uploaded on the website) and publishing revised tender document (as the case may be)	09 Oct 19
4.	Tender submission start date	10 Oct 19
5.	Last Date and Time for Submission of Tender	18 Oct 19 at 1100 hrs (No late bid will be accepted)
6.	Opening of Technical Bid	18 Oct 19 at 1130 hrs
7.	Address for submission of bid documents	The Assistant Registrar (C&S) IIT Dharwad Pune Bengaluru Highway Near High Court Dharwad bench Dharwad, Karnataka – 580011
8.	Venue for opening of Technical Bid	Same as above
9.	Duration of Contract	Initially from the date of issue of work-order to 31 July 2020. (Subject to further extension as per tender terms)
10.	EMD	Rs. 10,000.00 (Rupees Ten Thousand only) (Firms having valid NSIC / MSME certificate may be exempted)
11.	Minimum tender value	Rs. 2 Lakh approx.
12.	Schedule of Opening Commercial Bids	Schedule for opening of Commercial Bids will be notified only to the bidders qualifying the Technical Bid evaluation. Presence of the bidder or his/her authorized representative at the time of opening of the Commercial bids is highly preferable.

Detailed tender notice can be downloaded from the website of the Institute at: http://iitdh.ac.in/announcements_tenders.php

The right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reason thereto vests with IIT Dharwad without any obligation or liability whatsoever.

**Sd/-
Assistant Registrar (C&S)
IIT Dharwad**

GENERAL INSTRUCTIONS TO TENDERERS/BIDDERS

1. IIT Dharwad invites Technical Bid along-with supporting documents, Earnest Money Deposit (in form of DD/Bankers Cheque in favour of Registrar, IIT Dharwad payable @ Dharwad) shall be submitted in separate sealed envelopes and then encased inside one sealed envelope super scribed '**Technical Bid for hiring chartered accountancy firm for auditing, attesting and related services at IIT Dharwad**'. All the pages of this tender document along with necessary Appendices (as applicable) duly signed and stamped, will form the technical bid.
2. **The Price Bid** as per the format annexed with this tender document, should be duly filled, stamped and signed by the authorized signatory of the agency/firm/company and sealed in a separate envelope super scribing '**Price Bid for hiring chartered accountancy firm for auditing, attesting and related services at IIT Dharwad**'.
3. The Technical bid and the Price bid shall be sealed in one envelope super scribing '**Tender for hiring chartered accountancy firm for auditing, attesting and related services at IIT Dharwad**'. bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidder from the tender exercise. The Director, IIT Dharwad reserves the right to select or to reject any quotation wholly or partly without assigning any reason. Incomplete proposals, amendments and additions to proposals after opening or late proposals are liable to be ignored and rejected.
4. The technical bids shall be opened as per schedule placed at **Notice Inviting Tender (NIT)**. The vendors who are short listed after qualifying technical bid evaluation will be intimated the date of opening of price bids subsequently through proper means. IIT Dharwad reserves the right to reject any or all the tenders/bids without assigning any reason thereof.
5. The tender **for hiring chartered accountancy firm for auditing, attesting and related services at IIT Dharwad** shall initially be awarded upto 31 July 2020 from date of award of contract. However, the tender may further be extended for a period of two more years (on requirement basis for any particular periods) based on satisfactory completion of contract on mutually accepted terms and conditions, subject to price escalation not exceeding 10% for each such yearly extension.
6. Bidders are invited to participate in a pre-bid meeting scheduled as per the NIT. In case the pre-bid meeting is not held on the due date due to unavoidable reasons, it will be held on the very next day. **Attending Pre Bid meeting and site visit is mandatory. Only those firms who will attend the Pre Bid meeting will be eligible to participate in the Tender.** Please be present in the Conference Room of IIT Dharwad, WALMI Campus, Dharwad-580011 for this purpose. All inputs / queries will be submitted to arcs@iitdh.ac.in before start of the meeting. The agenda of the pre-bid meeting will be Elaboration of terms and conditions and procedure of selection, Response to the queries and site visit.
7. For any query/Clarification please contact IIT Dharwad during working hrs and days on accounts@iitdh.ac.in. Bidders are requested to seek all clarifications through mail at the said id within the stipulated timeframe only (i.e. up to pre-bid meeting scheduled as per the NIT). Please note that no query / input from bidders will be addressed from the point of view of modification in IIT Dharwad requirement after the pre-bid is over.
8. The detail of information to be provided along-with bid, tentative penalties, and

other instructions are appended at **Appendix A - F** to this document.

SCOPE OF WORK/CONTRACT

1. IIT DHARWAD currently operates from about 135 acres WALMI (Water And Land Management Institute) Campus and other leased buildings in and around Dharwad town with various facilities spread across a large area. Also, construction work at the permanent campus site (at village Chikkamalligewad, Dharwad) is currently in progress.

2. Indian Institute of Technology Dharwad, (hereinafter referred to as the "IIT Dharwad" or 'The Institute') invites Proposals from well-established reputed Chartered Accountancy Firms (Hereinafter called 'Firm' / 'Contractor interchangeably) having relevant experience **for hiring chartered accountancy firm for auditing, attesting and related services at IIT Dharwad**. The scope of work is as following: -

- (a) Checking of day to day financial transactions so as to ensure compliances related to General Financial Rules (GFR), Accounting Standards, Correct classification of expenses, Use of correct ledger and cost center in accounting, Arithmetical accuracy, Compliance related to various tax laws such as TDS, GST etc.
- (b) Preparation, finalization and Certification of Annual Accounts of IIT Dharwad with Annual Utilization Certificate (UC) (Before 30th April of every year for the last preceding financial year), Statement of Expenditure (SoE), Balance Sheet, Income & Expenditure Account, Receipt & Payment Account with relevant Schedules, according to the Uniform Format for Autonomous Bodies issued by MHRD.
- (c) Preparation, finalization and Certification of Utilization Certificate(UC), Statement of Expenditure (SoE), Receipt and Payment account with relevant schedules of various Research Projects of IIT Dharwad, according to the format of the Funding Agency.
- (d) Compilation and Certification of Annual Books of Accounts in Hindi and English language so as to ensure their arithmetical and statutory accuracy as well as its presentation.
- (e) Scrutiny of monthly salary bill and payment of various allowances, to ensure correct disbursement, correct deduction of NPS, Income Tax, and other statutory dues from salary.
- (f) Scrutiny of vouchers/bills related to various payments and providing consultation towards tax implications thereof.
- (g) Checking and ensuring timely payment of various statutory dues Including TDS, NPS, GST etc. to respective authorities well before the respective due dates.
- (h) Calculation of Income Tax liabilities of the employees after considering the declaration and proof of Investment given by employees, and correct deduction of Income Tax from the salary of the employees.
- (i) Scrutiny of Bank Reconciliation statement, Advances to suppliers, contractors

and employees, release of security deposit and EMD.

- (j) Reconciliation of fees received and other dues from students, distribution of fees in various sub heads, release of Assistantship and Caution Money.
- (k) Financial advice, creation of portfolio and verification of investment of various funds (including Corpus) including financial management.
- (l) Reconciliation of all receipts with various Bank Statement.
- (m) CA firm shall be responsible for ensuring accuracy of accounts books, files, bank reconciliation statements, stock register, assets register (consumable and non-consumable), salary register, entries in various relevant softwares and all the financial transactions on weekly basis.
- (n) Providing all required information and facilitating audit of accounts conducted by CAG, Internal Auditors and other agencies.
- (o) CA firm shall be responsible for ensuring compliances of various tax laws.
- (p) CA firm shall prepare, finalize, certify and file Income Tax Returns, TDS Returns, GST Returns and other statutory returns/documents well within due dates and entire responsibility shall lie with the firm. IIT Dharwad will not share any liability arising due to non-filing / late filing of any return / document.
- (q) Appearing on behalf of IIT Dharwad in all taxation proceeding by various Tax Authorities Income Tax, GST, etc.
- (r) Advising on applicability of any other tax, rules, laws, regulations which may be applicable on IIT Dharwad and all matters/items covering its scope and applicability in case of agencies from which IIT Dharwad is availing the services.
- (s) Preparation of 15 CA and 15 CB form and other compliances under FEMA, 2000 (subject to maximum of 50 cases during the contract period).
- (t) Advising on preparation of Annual Budget and Controlling thereof.
- (u) Preparation of various reports /information required by any ministries/MHRD.
- (v) Preparation of Monthly reports, MIS, other reports required by the management.
- (w) Certification regarding the accuracy of Accounts being maintained at IIT Dharwad on weekly basis.
- (x) Any other work but not limited to Finance & Accounts, as assigned by the Competent Authority.

3. IIT Dharwad is located at WALMI Campus, PB Road. IIT Dharwad will not provide Transport or accommodation to the employees of CA Firm in any condition. If the applicant refuses/denies the assignment, after award of work, all the required actions will be taken by IIT Dharwad to safeguard its interests.

4. It shall be the responsibility of bidders to be fully informed/ acquainted / familiarized with local conditions and factors, which may have any effect on the execution of services to

be rendered under the contract.

5. This contract provides that the ACA/FCA shall visit IIT Dharwad at least thrice a week. The ACA/FCA shall resolve all relevant issues pertaining to the transactions for that week to the satisfaction of IIT Dharwad authorities. It must be noted that in case the resolution is not found satisfactory, the ACA/FCA shall pay as many additional visits as required for satisfactory resolution of such issues. It is further informed that in case of a **deviation**, adequate penalty shall be levied on firm out of monthly payment made.

6. IIT Dharwad may have certain documents which are required to be signed by the ACA/FCA immediately on demand like Utilization certificates in case of Project Grants, hence the Contractor / Firm must make enough arrangements that there is no delay in such cases.

7. The Contractor / Firm shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The Contractor / Firm shall indemnify (as per Serial 09 of special terms and conditions of this tender document) IIT Dharwad from any claims in this regard.

8. The Responsibility of correctness and accuracy of Accounting Records will lie with the Contractor / Firm.

9. A reasonable penalty may be imposed on the Contractor / Firm by IIT Dharwad, as decided by it, if it is found that the Contractor / Firm failed to perform its obligations in any manner. Such penalty may be deducted from the payment to be made to the Contractor / Firm after giving a written notice.

10. Contractor / Firm will maintain high standards of integrity and professional ethics and morality while handling the work of IIT Dharwad and dealing with IIT Dharwad and its officials. If it is found that this condition of confidentiality is compromised by the Contractor / Firm, then IIT Dharwad will be at liberty to take further steps (e.g. requesting ICAI for cancellation of license) against the Contractor / Firm.

11. IIT Dharwad is an Institute of national importance and hence, the accounting records and information related to IIT Dharwad shall be handled by the Contractor / Firm in a confidential manner and must not be shared with any outsider.

12. Notwithstanding anything contained herein above, IIT Dharwad reserves the right to discontinue the services of the Contractor / Firm in the event their services are evaluated as unsatisfactory at any time during the period.

13. Any losses sustained by IIT Dharwad due to negligence of Contractor / Firm's services in the form of any loss / damage of property (including those attributable to individual employees/ manpower engaged by the Contractor / Firm) will be recoverable from the Contractor / Firm, as the money value shall be estimated by IIT Dharwad. The decision of IIT Dharwad in this regard will be final and binding on the Contractor / Firm.

14. The Contractor / Firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.

15. Any action on part of Applicant to influence any Officer of IIT Dharwad or

canvassing in any form shall make the tender document liable for rejection.

16. Jurisdiction: The court(s) at Dharwad alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender document / contract. It is specifically agreed that no court outside and other than Dharwad court shall have jurisdiction in the matter.

17. Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objectives of the contract.

18. **Technical Bid** - Technical bid should contain information regarding constitutional documents (Memorandum and Articles of Association or Registration of Firm etc), Business Turnover, experience in the sector, Compliance to Laws and other relevant documents of the company / firm to enable judging the suitability of the applicant. Self-attested copies of all supporting document(s) should be enclosed with technical proposal in the prescribed format at **Appendix 'A'** which should inter alia contain the documents as per succeeding paras.

19. **Minimum eligibility criteria:** - IIT Dharwad has set up minimum eligibility criteria (**09 points to be read with notes**) for the bidding purposes. All bidding parties must meet following criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting documents along with the technical bid: -

Sl. No.	Criterion	Documents to be provided
(a)	The Firm must be registered with The Institute of Chartered Accountants of India	Copy of CA registration Certificate with ICAI.
(b)	The bidder should be in Auditing and Accounting service for not less than five years before 31/07/2019. Bids of firms which are not in existence / Auditing and Accounting service for 5 years as mentioned above shall not be considered.	Copies of appointment letters / List of clientele verified by statutory auditor
(c)	Bidder should have a minimum average turnover of Rs. 02 Lakh each in last three years exclusively from providing similar services. For this purpose last financial year would be considered as the one ended on 31.03.2019 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.
(d)	Bidder should be registered with Income Tax and Goods & Service Tax departments (if applicable)	(a) Attested copy of PAN Card (b) Attested copy of Goods & Service Tax registration certificate
(e)	The firm should have been empaneled in the approved list of C&AG.	Attested copy of empanelment with C&AG with period of empanelment.

(f)	At least one partner of the firm, must have DISA/CISA qualification.	Copies of DISA/CISA qualification of partners.
(g)	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-Declaration in the format in Appendix-‘D’
(h)	The bidder should have a registered Office for similar services at Hubali-Dharwad.	Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI).
(i)	The bidder must participate in the scheduled pre-bid meeting and site visit (Refer NIT). The bidders will be given an opportunity for site visit and understand user requirement on ground, provide inputs and seek clarifications. All such clarifications and inputs are to be preferably send in advance before the scheduled date of pre-bid meeting to accounts@iitdh.ac.in	A roll of attendance of all those attending the pre-bid meeting and site visit, authenticated by suitable IIT Dharwad authority will be published with pre-bid meeting on IIT website. IIT Dharwad reserves a right to technically reject bids received from bidders who have not participated in the pre-bid meeting.

Note:-

- a. **Failure on the part of the bidder to participate in the mandatory pre-bid meeting and site visit will result in rejection of his bid as nonresponsive.**
 - b. **Any firm/bidder not fulfilling any of the above mentioned criteria duly supported by the indicated documents shall be out-rightly rejected and the bid shall not be considered for further evaluation.**
 - c. **The Applicant shall submit one copy of tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of tender document terms & conditions by Applicant.**
 - d. **Unresponsive or invalid bids are liable to be cancelled.**
 - e. **Preparation Cost: The Applicant shall solely bear all costs associated with the preparation and submission of the proposals, including the Office visit etc. IIT Dharwad shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender document process. In no case such costs shall be reimbursed by IIT Dharwad.**
20. **Financial (Commercial /Price) Bid** - The financial bid must be submitted in the format enclosed with tender document as **Appendix ‘E’** in PDF Format.

21. The bid should be clearly filled or typed and signed in ink legibly. bidder should quote the price in figures as well as in words the amount quoted by him. Alteration if any, unless legibly attested with full signature, shall invalidate the tender document. The tender document should be duly signed by the authorized persons. In case there is any difference in the amount between figures and words, the amount indicated in words will be treated as the valid offer.

22. **Evaluation Criteria: -**

(a) Technical bids will be opened first and evaluated based on the documentary validation and evaluation criteria (including minimum eligibility criteria) stipulated in the tender document. Commercial bids of only technically suitable/ qualified bidders will be opened. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.

(b) The bidders will have to quote the price as per the format provided in the Appendix and the L-1 firm will be awarded the work. The L1 firm shall be decided on the basis of the lowest grand total rate offered (exclusive of GST, which shall be paid on actual as applicable).

(c) The rate must be as per the price bid format without any ambiguity. **Conditional offers or proposals not furnished in the format attached at Appendix 'E' shall be considered non-responsive and are liable to be rejected.**

23. **Performance Security:** The Service Provider shall be required to furnish a Performance Security on or before contract commencement for an amount of Rs.20,000/- (Rupees of Twenty Thousand only) in the form of irrevocable bank guarantee issued by any nationalized bank in prescribed format or Demand Draft or Bankers' Cheque in favour of "The Registrar, IIT Dharwad" payable at Hubli-Dharwad.

24. The performance security, as furnished by the Applicant, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Service Provider under the agreement to be executed by and between IIT Dharwad and the Service Provider. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

25. In case the period of contract is extended further by IIT Dharwad in consultation with the Service Provider, the validity of performance security shall also be extended by the Service Provider accordingly, so that such performance security shall remain valid for a period of sixty days after the expiry of the Service Provider obligations for the extended period.

26. Failure of Service Provider to comply with the requirements of above clauses shall constitute sufficient grounds for annulment of contract and forfeiture of earnest money / performance security.

27. Termination of Contract: IIT Dharwad reserves the absolute right to terminate contract immediately: -

- a) If found that contract continuation with Service Provider is not in public interest;
- b) If the Service Provider fails to provide the services as envisaged herein within the period(s) specified in the contract or any extension thereof as may be granted by IIT, Dharwad.
- c) If the Service Provider fails to perform any of the obligation(s) under the contract.
- d) If at any later date, it is found that the documents and certificates submitted by the Service Provider have been incorrectly furnished / represented, or in any manner, are forged or have been manipulated.
- e) Performance security issued to IIT Dharwad shall be forfeited without any claim whatsoever on IIT, Dharwad and the Service Provider shall be liable for action as appropriate under the extant laws. The Service Provider is not eligible for any compensation or claim in the event of such cancellation.

Special Terms and Conditions

1. The bidding Contractors are advised to study the various clauses contained in the Special Terms and Conditions before submitting their bids carefully. Contractors willing to participate in the tender must have to visit IIT Dharwad, and acquaint themselves with the nature and quantum of work involved before submitting the bids.

2. **Minimum Wages and Social Security Provisions.** The minimum wages payable and other statutory obligations related to social security on the part of the Contractor (employer) will be as under:

- (a) **Minimum Daily Wages:** Minimum wages are to be paid as prescribed/notified by Central Labour Commissioner (Central) or as by Labour Commissioner (Karnataka) from time to time, whichever is higher.
- (b) **Variable DA:** As revised/applicable from time to time based upon CPI or any other basis specified by the concerned office.
- (c) **Social Security:** The EPF and ESI shall be payable to the workmen as per rates prescribed by the concerned authority from time to time. The Contractor can deduct workmen's contribution from the wages payable to the workmen. The employer's contribution is to be paid by the Contractor himself. Contractor will submit necessary proof for claiming contributions against EPF & ESIC along with bills.
- (d) The minimum liability of payment on the part of the Contractor to the workmen or to their respective accounts will be the total of:
 - (i) Minimum daily wages
 - (ii) Variable DA on daily wages.
 - (iii) EPF
 - (iv) ESI
 - (v) Other mandatory charges applicable to the services as prescribed by the relevant authorities in Govt. from time to time.
- (e) TDS @ 2% shall be made from the amount payable to the Contractor. The TDS certificate will be issued by IIT Dharwad. Payment of income tax on profits of the Contractor is the sole responsibility of the Contractor

3. **Contract Implementation.**

- (a) Sub-contracting of the work will not be allowed.
- (b) Persons below the age of 18 years shall not be engaged for the work.
- (c) The Contractor will be accountable for any accident, injury and loss of life to the workers deployed by him and shall be responsible for payment of compensation as per law. If need arises, the institute will recover such amount from the **Contractor to effect payment to the affected person(s).**
- (d) **Institute reserves the right to terminate the contract at any time without assigning any reason.** However, wherever feasible the institute may consider notification of the annulment in advance to the Contractor.

4. **Safety & Insurance.**

- (a) The Contractor shall follow safety procedures in all respects.
- (b) The Contractor will adhere to safe working practices and will take all safety measures necessary for safety of his workmen. He will remain responsible for the safety of his engaged persons. The Contractor should provide all necessary safety instructions, personal protective safety equipment to the persons engaged by him as applicable and required.
- (c) The Contractor shall be liable to bear all expenses/damages/compensation in the event of any injury or loss of life of the personnel engaged by him while on duty.

5. **Security**

- (a) The Contractor and the persons engaged by him should not have any adverse police record and should bear good character.
- (b) The Contractor shall be bound by all security procedures followed at IIT Dharwad and abide by security instructions for all purposes. Workmen engaged by him will be liable for check and search by the security on duty while mustering in and out and also at the other random places and timings. Any breach/violation of security regulations in the work premises by any of the Contractor's persons shall be Contractor's responsibility.
- (c) The Contractor will be responsible for good conduct of his workmen. If any workman is found indulging in undesirable activities, he will have to be withdrawn immediately as asked by the institute and replaced with a new person.
- (d) Institute reserves right to disallow any or all of the Contractor's men from being deployed inside the institute campus without assigning any reason.
- (e) In the event of any damage to the property of the institute or life of its employees and/or their dependents the Contractor shall be liable for payment of compensation and/or prosecution in accordance with applicable law and provisions. Compensation for damage to the property of the institute will be as assessed by authorized representative(s) of the institute and shall be recoverable from the Contractor at market value.

6. **Statutory Obligations**

- (a) The Contractor shall abide by and comply with the provisions of all the Acts, Rules and notifications issued by Central/State Govt. as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk, including the following:
- (i) Contract Labour (Regulation and Abolition) Act 1970
 - (ii) Contract Labour (Regulation & Abolition) Central Rules 1971
 - (iii) Payment of Wages Act 1936, Payment of Wages (Amendment) Act 2005
 - (iv) Minimum Wages Act 1948
 - (v) Minimum Wages (Central) Rules 1950
 - (vi) Employees' Compensation Act 1923
 - (vii) The E.P.F. and Miscellaneous Provisions Act 1952
 - (viii) Employees State Insurance Act 1948
 - (ix) The Child Labour (Prohibition and Regulation) Act 1986
- (b) Liability arising due to failure to adhere to statutory or other legal provisions attributable to the Contractor shall be borne by the Contractor himself.
- (i) The Contractor shall maintain up to date records required for compliance with the provisions of all the Acts and Rules made by Central/State Govt. as applicable from time to time in respect of the contracted work.
 - (ii) If a bidding firm/Contractor is found violating any statutory provisions concerning labour laws or has given incorrect/false/misleading information, affidavit or documents at any stage of tender or contract, necessary action as deemed fit, that may include debaring of the firm, shall be initiated.

7. **Payment to the Contractor(s)**

- (a) Payment to the contractor will be made on monthly basis on presentation of bills and work completion certificate(s) from the authorized representative of the institute. **In case of any discrepancy in service bill payment will be withheld till resolution of all issues.**
- (b) Deductions shall also be made from contractor's bills during implementation of the contract that may be become due as **penalties for violation of rules, terms and conditions**, damages, liabilities or for other causes.

8. General

- (a) The persons employed by the Contractor, will have no right whatsoever to claim permanent/temporary employment in this organization. There will be periodical as well as surprise checking of the services provided by the Contractor for the subject job by the representative of the institute. In case of default, the contract will be liable for short closure of supply order forfeiting the security deposit.
- (b) If any employee of the Contractor is found to have committed misconduct or misbehaviour, the institute at its sole discretion, may direct the Contractor to remove such employee and the Contractor shall remove such employee(s) without questioning the decision of the institute.
- (c) The personnel deployed by the Contractor will not become member of any trade union of the Institute. If the personnel employed by the Contractor indulge in union activities which affect the service obligation of the Contractor or safety and security of the Institute, the contract will be liable for termination. In the event of violation, they will be debarred from entering Institute premises and contract can also be considered for termination.
- (d) Further, the personnel deployed by the Contractor shall not engage themselves in any undesirable activities within the institute premises. They shall not indulge in any business dealings with any agency directly or indirectly associated with Institute or in trade union activities. In the event of violation, they will be debarred from entering the Institute and contract can also be considered for termination and forfeiture of the security deposit.
- (e) The personnel deployed by the Contractor shall be available at the place of work defined for them. They must not visit undesignated places without valid authorization by Institute.
- (f) No housing/accommodation will be provided by the institute to the personnel deployed by the Contractor unless otherwise specifically provided in the contract.

9. Indemnity Clause.

The Contractor/Firm has to execute an indemnity bond stating "**The Firm indemnifies IIT Dharwad of any issues arising on account of hiring chartered accountancy firm for auditing, attesting and related services at IIT Dharwad**".

Information to be provided with the technical bid

<u>Sl No</u>	<u>Criteria</u>	<u>Document produced</u>	<u>Page no of technical bid</u>
1	The Firm must be registered with The Institute of Chartered Accountants of India		
2	The bidder should be in Auditing and Accounting service for not less than five years before 31/07/2019. Bids of firms which are not in existence / Auditing and Accounting service for 5 years as mentioned above shall not be considered.		
3	Bidder should have a minimum average turnover of Rs. 02 Lakh each in last three years exclusively from providing similar services. For this purpose last financial year would be considered as the one ended on 31.03.2019 and not any later period.		
4	Bidder should be registered with Income Tax and Goods & Service Tax departments (if applicable)		
5	The firm should have been empaneled in the approved list of C&AG.		
6	At least one partner of the firm, must have DISA/CISA qualification.		
7	The bidder or any of its partners/directors etc. should not have been black listed/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.		
8	The bidder should have a registered Office for similar services at Hubali-Dharwad.		
9	The bidder must participate in the scheduled pre-bid meeting and site visit (Refer NIT). The bidders will be given an opportunity for site visit and understand user requirement on ground, provide inputs and seek clarifications. All such clarifications and inputs are to be preferably send in advance before the scheduled date of pre-bid meeting to accounts@iitdh.ac.in		

Declaration

I/We certify that all the particulars furnished above are true and correct and based on documentary evidence, and that I/we understand that if any of the above particulars is found to be false or misleading, our bid is liable to be summarily rejected at any stage and my/our company is liable to be blacklisted/debarred by IIT Dharwad for at least 3 years.

Date:
Place:

Signature with Seal of Authorized Signatory

DETAILS ABOUT THE BIDDER

1.	Name and address of bidder	
2.	Telephone No./Fax No./email address of the bidder	
3.	Legal status (Attach copies of original document defining the legal status). a) One Person Company b) A proprietary Firm c) A Firm in partnership d) A limited company or corporation.	
4.	Particulars of registration with registrar of companies ESI, EPF, Goods & Service Tax etc. (Attach attested photocopies) a) Registration Number b) Place of Registration	
5.	Name and title of Directors and officers with designation who will be directly concerned with this work.	
6.	Have you or your constituent partner(s) been debarred / black listed from tendering in any organization at any time? If so, give details.	
7.	Any other information considered necessary but not included above.	

Complete detail of the bidder must be enclosed with the Technical bid. Bidders' address, name of contact person(s) with phone numbers must be listed in the enclosure. The Tender Committee may carry out surprise visits to establishments/mess/dining facilities serviced currently by the tenderers for the short-listing process.

Date:
Place:

Signature with Seal of Authorized Signatory

DETAILS OF PENALTIES

1. In case any of personnel deployed under the contract is (are) absent or fails to report in time and contractor is unable to provide suitable substitute in time, a penalty of Rs. 1,500/- for each absence on that particular day will be levied by IIT Dharwad and the same shall be deducted from the contractor's bill.
2. In case any complaint is received attributable to misconduct/misbehaviour of contractor's personnel, a penalty of Rs. 1,500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Further the concerned contractor's personnel shall be removed from IIT's immediately.
3. In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, IIT reserves the right to impose the penalty as detailed below: -
 - i) 20% of cost of order/agreement per week, up to four weeks of delay.
 - ii) After a delay of four weeks, IIT reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other contractor(s). The defaulting contractor shall be blacklisted for a period of 3 years and his earnest money/security deposit may also be forfeited, if so warranted.
4. The personnel engaged have to be disciplined yet courteous in dealing with the Faculty/ Officers/ Staff/ Students etc. IIT shall have the right to have any person removed in case of tenable complaints from Faculty/ Officer /Staff/ Students. The contractor shall have to arrange the suitable replacement in all such cases within 24 hours of intimation by IIT, failing it may be treated as absent and consequent penalty as specified elsewhere in the document or any other penalty as deemed fit and reasonable by IIT will be imposed.
5. That in the event of any loss, theft or robbery inside the campus or damage occasioned to the Department, as a result of any lapse on the part of the contractor or its personnel deployed in IIT, which would be established after an enquiry conducted by IIT, the said loss can be claimed from the contractor up to the value of the loss. The decision of the IIT Dharwad will be final and binding on the Contractor.
6. In case of breach of any terms and conditions attached to this contract, the Security Deposit of the Contractor will be liable to be forfeited to IIT besides annulment of the contract.
7. The manpower found drunk, in possession/consumption of tobacco, alcohol, drugs or sleeping on duty to be removed by the Contractor and no payment for that day on account of that person will be made.
8. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines.
9. Competent authority of IIT Dharwad shall be entitled to impose any penalty to the extent of Rs. 10,000/- upon the Contractor in the event of breach, violation or contravention of any of the terms and conditions.

**SIGNATURE OF TENDERER
NAME AND ADDRESS OF TENDERER
RUBBER STAMP OF PROP. OF FIRM OR COMPANY**

SELF-DECLARATION – NO BLACKLISTING

(Date)

The Assistant Registrar (C&S)
IIT Dharwad

Dear Sir,

Ref: Tender for Providing Auditing, Accounting and related Services at IIT Dharwad

In response to the Tender Document for **Providing Auditing, Accounting and related Services at IIT Dharwad**, I/ We hereby declare that presently our Company/ firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

2. We further declare that presently our Company/ firm _____ is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

3. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future against any other tender.

Yours faithfully,

Place:

Signatures _____

Date:

Name _____

Seal of the Organization

**PRICE BID / SCHEDULE FOR PROVIDING AUDITING, ACCOUNTING
AND RELATED SERVICES AT IIT DHARWAD**

<u>S. No.</u>	<u>Description</u>	
(a)	(b)	(c)
1	Monthly cost for hiring chartered accountancy firm for auditing, attesting and related services at IIT Dharwad as per the scope of work as defined in tender document	

* The cost is exclusive of GST rates. The bidder must note that GST shall be admissible extra as applicable.

Note:

- The bidder is requested to acquaint himself with the scope of work, all terms and conditions & penalty details etc. of the complete tender document before quoting the rates.
- As provided in the price bid format above, the bidders have to quote the price as per above format only and the L-1 firm shall be decided on the basis of lowest quoted monthly cost.
- No ambiguity should be there in the quoted price and the rate must be as per the price bid format.

(Signature of the contractor with seal)

FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HUBALI / DHARWAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HUBALI / DHARWAD OR ANY SCHEDULED BANK SITUATED AT HUBALI / DHARWAD. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.

To,
The Registrar,
Indian Institute of Technology Dharwad
Dharwad, Karnataka– 580011.

LETTER OF GUARANTEE

WHEREAS Indian Institute of Technology, Dharwad (Buyer) has invited Tenders vide Tender No IITDH/C&S/19-20/03/BM Dt. 08 May 2019 for '-----' AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the service in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Registrar, Indian Institute of Technology, Dharwad”** in the form of Bank Guarantee for Rs --
----- (Rs -----) and valid till **one year or upto warranty period whichever is later** from the date of issue of Performance Guarantee Bond may be submitted within 15 (Fifteen) days from the date of Order Acknowledgment as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the catering service this Bank shall pay to Indian Institute of Technology, Dharwad on demand and without protest or demur **Rs ----- (Rs -----)**

This Bank further agrees that the decision of Indian Institute of Technology, Dharwad (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or Indian Institute of Technology, Dharwad (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs ----- (Rs -----)**.
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Dharwad serves upon us a written claim or demand on or before(date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at
(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date: