

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-09-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-09-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Consumer Affairs Food And Public Distribution
विभाग का नाम/Department Name	Department Of Consumer Affairs
संगठन का नाम/Organisation Name	Bureau Of Indian Standards (bis)
कार्यालय का नाम/Office Name	Lucknow Branch Office
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :piyush@bis.gov.in Buyer Email id: arunkumar.sharma@bis.gov.in
वस्तु श्रेणी /Item Category	Manpower Hiring for Financial Services - Onsite; Chartered Accountant
अनुबंध अवधि /Contract Period	2 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	25 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the

manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1786946374.pdf](#)

Manpower Hiring For Financial Services - Onsite; Chartered Accountant (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Deployment Location	Onsite
Type of Professional/Resources required	Chartered Accountant
Certifications of Professional/Resources required	Certified internal auditor (ICAI)
Qualification of Professional/Resources required	CA
Total Experience of Professionals / Resources (In years)	3 - 5 Years
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of manpower deployed	अतिरिक्त आवश्यकता /Additional Requirement
1	Abhishek	226010,Bureau Of Indian Standards , Lucknow Branch Office B-2 Block PICUP Bhawan Gomti Nagat Lucknow	1	Number of Months : 24

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

BUREAU OF INDIAN STANDARDS
LUCKNOW BRANCH OFFICE
REGIONAL TELECOM TRAINING CENTRE, BSNL BUILDING
SECTOR-G, LDA COLONY, ASHIYANA
LUCKNOW, UTTAR PRADESH - 226012

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

5. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

BUREAU OF INDIAN STANDARDS

भारतीय मानक ब्यूरो (लखनऊ शाखा कार्यालय)

Regional Telecom Training Centre, BSNL Building,
Sector-G, LDA Colony, Ashiana,
Lucknow-226012 (U.P.)
Email id: lkbo@bis.gov.in

Our Ref: LKBO/Chartered Accountant Service/2026-27

**Tender for Hiring of Services of Chartered Accountant Firm/Agency
for BIS Lucknow Branch Office**

Introduction

Bureau of Indian Standards, Lucknow invites Sealed Quotations through GeM Portal from registered and reputed Chartered Accountant (CA) agencies/firms for Annual Rate Contract for **"Hiring of Services of Chartered Accountant Firm/Agency for BIS Lucknow Branch Office"** for two years from the date of award of contract.

Instructions to Bidder

1. Documents with separate Technical and Commercial/Financial bids filled in the specified proforma shall be submitted through GeM Portal. Specified proforma along with all terms and conditions may be downloaded from GeM Portal.
2. The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason.
3. **THE DULY FILLED TENDER MUST BE SUBMITTED THROUGH THE GeM PORTAL ONLY. NO TENDER TO BE HANDED OVER TO BIS STAFF PERSONALLY.**
4. The interested bidder shall carefully read the Technical Specifications (TS), Scope of Work and other Terms & Conditions thoroughly and understand the nature and quantity of job to be undertaken before bidding.
5. Bidders shall upload a complete set of bid document, technical specifications and scope of work, Service Level Agreement (SLA), terms & conditions (including payment terms & penalties) duly signed & stamped as a token of scope understanding and acceptance/compliance by them.
6. The Contract will be awarded to a single successful bidder on overall L1 basis for complete lot and shall not be split. The L-1 will be evaluated on lease cost basis. The bidder has to quote their prices as per total scope of work of the service, which shall include total charges for TWO years. (including GST)
7. The Price quoted by the Bidder shall remain firm and fixed for the total period of contract and no escalation is permissible.
8. The technical bid submitted by the bidder must not contain any indication of prices. Prices are to be submitted only in Financial Bid. If the price has been found in the technical bid of any party, the offer of that party will get rejected. Prices are to be submitted only in Financial Bid. The Financial Bid of only technically eligible bidders will be opened after technical evaluation.
9. Bank Details: Bidder should indicate their complete banker's details i.e. account number, bank name, bank city, branch name, Swift code and Branch Code in their offer. The vendors shall be required to submit details of their bank account for enabling BIS Lucknow to make payment in e-mode, wherever facilities to make payment by e-mode exist.

Scope of work

The CA Agency shall mandatorily render the services as mentioned below:

1. The requirement is to provide all accounting and finance related service to BIS Lucknow Branch Office [Regional Telecom Training Centre, BSNL Building, Sector-G, LDA Colony, Ashiana, Lucknow-226012 (U.P.)].
2. Resolution of queries raised by BIS Lucknow and BIS HQ.
3. GST formality and tax deducted at source tasks:
 - a. To provide necessary guidance on GST Rules and for availing of credit rules. Reconcile the GST deducted and collected from the parties and its monthly compilation and filing requisite returns. This task shall be completed by 4th of every month.
 - b. Checking of appropriateness of tax deduction at source from payments to parties, its timely deposition and filing of requisite return by due date and guidance in TDS matters.
4. Recovery of taxes, if any from time to time. To oversee the timely adjustment of advances/ recoveries, realization of outstanding due, write off old dues, clearance of old outstanding debits/ credits of more than one month in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to Heads of RO/BO thereon.
5. Formalities relating to GST and preparation of Uniform formats of Accounts. This shall also include issue and receipt of debit and credit memos and their reconciliation. He/She shall sign each and every page of these records and final output in the form of various returns and reports etc.
6. S/he shall impart training in a formal way to the staff for doing accounting job along with training to run the tally programme.
7. Compilation, filing of TDS return and technical resolution of all the TDS related matters, if any. TDS related assessment both in the cases of receivable and payable, if any. (Already having TAN no.)
8. Compilation of GST Input on monthly basis so that tax is deposited. Filings of GST return and compile with all the GST related matters with GST Authority (Already having GST No. and paying GST regularly). To provide necessary guidance on GST Rules and for availing of credit rules and related action and filing requisite returns within prescribed time limit.
9. Compilation of Professional Tax liabilities and filing of returns with the concerned Department of Govt of Uttar Pradesh and related issues.
10. Preparation of the Bank reconciliation.
11. Physical and computer preparation of bankbook based on bank statements and financial instruments (DD or otherwise).
12. Compilation and tabulation of GST, Professional Tax and TDS payable.

13. Reconciliation of section-wise TDS payable/paid by BIS, Lucknow on monthly basis.
14. Physical and computer entry of advances given and its adjustments at the time of settlements.
15. Assist our accounts personnel during audit related with GST, if any, CAG audit, Statutory audits, internal audit, etc.
16. Prepare and submit the reply of the paras if any, given by the auditors.
17. Preparation of Budget Register both in physical and digital form.
18. Preparation and finalization of accounts at Branch level except balance sheet. (to be prepared by Head Quarter)
19. Preparation of TDS Certificate on behalf of BIS quarterly basis for the issue to the parties (there will be limited work in this regard).
20. Checking of Trial Balance (TB), all Ledgers, Realization Day Book (RDB), and Bank Book on monthly basis. Trial balance shall be prepared positively by 6th of every month.
21. Compilation of Accounts on monthly basis as well as yearly basis and preparation of monthly trial balance along with all supporting schedules, Receipt & Payment Account, etc.
22. Preparation of Accounts upto TB stage and R & P A/c at year end. Reconciliation and control of accounts and schedules thereof. Reconciliation with Head Quarters Accounts and internal unit accounts, Reconciliation of fixed assets and current assets accounts. Calculation of fixed assets depreciation as per law in assets Register/ Cards.
23. Checking of appropriateness of tax deduction at source from payments made to parties, its timely deposition and filing of requisite return by due date and guidance of TDS matters.
24. Preparation of Uniform formats of Accounts.
25. The CA firm/agency shall be personally responsible for the work allotted to her/him, from the stage of preparation of vouchers, preparing ledgers/ accounting books/ registers to end product (i.e. trial balance/ receipt & payment account/ balance sheet with all supporting schedules). S/He shall check and sign each month's trial balance and CAG/internal audit report. S/He shall sign each page of various returns and reports/forms and that of final output. S/He shall prepare and maintain all ledgers/ accounting books, schedules etc. including the following:
 - a. Assets register maintenance.
 - b. Manual ledger for EMD, Security Deposits, Advances etc.
 - c. Settlement of old issues/ advances etc.
 - d. Any other account related matter and anything considered necessary towards above.
 - e. Preparation of JVs in time.
 - f. Reconciliation on monthly basis with HQs AC, Inter office AC.

26. Any other account related matter and anything considered necessary towards above.
27. There should be no mistake in booking of wrong heads/figures while feeding/posting the vouchers. Monthly Trial Balance, Receipt & Payment A/c shall be tallied with the HQ's accounts and with the supporting ledger/accounting books.
28. All data and files are to be maintained within the premises of branch office.
29. The working hours will be as under:
- a. Resource person of the CA firm shall visit BIS Lucknow office for minimum 05(five) hours for minimum four person-days per week for execution of above work.
 - b. Saturday and Sunday are holiday on account of being weekend days. CA firm resources may also be called on Saturdays/Sundays/Holidays as and when required for which no extra payment/allowance will be given.
 - c. One computer with Tally ERP 9 software shall be provided for inputs/compilation. The resource person of the CA firm shall be conversant with Tally ERP 9, MS Excel, MS word and other MS Office applications.
 - d. Depending upon the quantum of the work, the person-hours may be increased.

Terms and Conditions

Note: These terms and conditions are part of the Contract/Agreement between BIS Lucknow and the Agency and any non- compliance shall be deemed as breach of the Contract/Agreement.

1. It is mandatory for the bidding Chartered Accountant Firm(s) to have their head office/branch at Lucknow, Uttar Pradesh as per records of Institute of Chartered Accountants of India (ICAI) and valid GST Registration with address in Lucknow as on date of submission of bid. Bidder needs to mandatorily attach ICAI Firm Constitution Certificate, GST Registration Certificate and self - declaration on letterhead of firm regarding turnover of CA Firm in each of last three financial years.
2. Bidder firm should be provisionally empanelled with Office of Comptroller & Auditor General of India for FY 2025 - 2026 or should have Submitted Application for empanelment with Office of Comptroller & Auditor General of India for FY 2025 - 2026 as on date of submission of bid. Copy of Acknowledgement issued by Office of Comptroller & Auditor General of India for FY 2025 - 2026 for submission of empanelment request on CAG Web portal needs to be attached.
3. The bidder should have experience of providing similar services to at least one central government -ministry/department/ organization/institute/body for at least 3 years in the last 5financial year(s). Experience Certificate of satisfactory completion of work with following details (a.) Name of Organization (b.) Address of Organization (c.) Nature of Work (d.) Date of Start (e.) Date of Completion need to be mandatorily attached.

4. Chartered Accountant overseeing the entire work should have experience of more than 10 years and should be either proprietor/partner/employee of the CA Firm as per ICAI Firm Constitution Certificate as on date of submission of bid.
5. No alteration and addition anywhere in the original bid document are permitted. If any of these are found, the bid document will be summarily rejected.
6. The CA firm/agency shall bear all expenses regarding preparation of Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations.
7. The person deputed by the firm/agency shall not claim to become the employees of BIS Lucknow and there will be no employee and employer relationship between the person engaged by the CA firm/agency for deployment in BIS Lucknow.
8. Replacement of person as required by the Bureau will be effected promptly by the CA firm/agency; if the firm/agency wishes to replace any of the personnel, the same shall be done after prior consultation with the Bureau. The full particulars of the personnel to be deployed by the agency including the names and address shall be furnished to the Bureau along with testimonials before they are actually deployed for the job. Firm/agency should not make too frequent changes in the CA.
9. In case of any loss that might be caused to the Bureau due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Bureau besides imposition of penalty. In case of any 6 deficiencies/lapses on the part of the personnel deployed by the contractor, the Bureau shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the CA firm/agency.
11. In the event of person deputed by CA firm/agency being on leave/absent, the CA firm/agency shall ensure suitable alternative arrangement to make up for such absence.
12. The person deployed by the CA firm/agency shall have the required qualification. In case of noncompliance/non-performance of the services according to the terms of the contract, the Bureau shall be at liberty to make suitable deductions of (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract. Penalty upto 5% may also be imposed, if there are frequent changes of employees deployed at this office by the contractor.
13. The CA firm/agency shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Bureau.
14. The CA Firm/agency shall be fully responsible for the compliance of applicable Chartered Accountant Laws in force and other Govt. Orders.

15. The Agency shall comply with all applicable statutory requirements, rules and regulations required for carrying out the services.
16. The firm should be registered with the concerned regulatory authority and should furnish a copy of registration certificate in support thereof.
17. The Agency shall be expected to start the work immediately on award of contract.
18. The agency should have sufficient pool of trained/experienced manpower to provide uninterrupted accounting and CA services during the period of the contract.
- 19. THE AGENCY SHALL COMPLY AT ITS OWN COST WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS IN FORCE FROM TIME TO TIME OF CENTRAL/STATE GOVT. OR LOCAL BODIES AS APPLICABLE TO HIM/HER OR TO THIS CONTRACT WITHOUT ANY LIABILITY AND RESPONSIBILITY TO BIS LUCKNOW, WHATSOEVER IT MAY BE.**
20. To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the Central/State Govt. or Local Bodies or Authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by the BIS Lucknow from time to time.
21. Responsible for compliance to the provisions of various Labour and Industrial laws relating to the personnel deployed by CA Agency for the purpose at premises of BIS Lucknow or for any accident caused to them, the BIS Lucknow shall not be liable to bear any expense in this regard.
22. No personnel engaged by CA agency shall disclose any information of the BIS to anyone. In case the same is proved, the stringent action shall be taken against the Agency.
23. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BIS Lucknow/ Govt. of India/ any State/or any Union Territory.
24. In case any personnel of Agency is implicated in any law suit or is injured during the course of performing his duty/their duties for BIS Lucknow it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the BIS Lucknow.
25. In case it is found that any theft, pilferage, loss or damage has occurred to the person property or premises of the BIS Lucknow due to negligence of personnel in performing his/her duty and / or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by BIS Lucknow shall be recovered from the Agency's Bill or from his security. In such matters, where required, the Agency will investigate and submit a report to BIS Lucknow and maintain liaison with the police. FIR will be lodged by BIS Lucknow, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed. Recovery including cost of item may be made by BIS Lucknow.
26. In case BIS Lucknow is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all

cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by BIS Lucknow.

27. The Agency shall ensure that all personnel deployed for accounting service is fully loyal-to and assist the BIS Lucknow during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the BIS Lucknow.
28. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of BIS Lucknow, they shall work under directives and guidance of BIS Lucknow and will be answerable to BIS Lucknow. This will, however, not diminish in any way, the Agency's responsibility under contract to the BIS Lucknow.
29. A senior level representative of the Agency shall visit BIS Lucknow premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the BIS Lucknow officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of BIS Lucknow.
30. In case of any changes of constitution of the Agency, the rights of BIS Lucknow should not suffer.
31. Good standard of services shall be maintained as indicated.
32. The BIS Lucknow may discontinue the service of Agency if desired, at any time without assigning any reason whatsoever.
33. The firm should have an adequate number of telephones for contact round the clock and the same has to be conveyed to BIS Lucknow.
34. The firm should provide proper escalation matrix along with the name, designation, contact number and email-ids for the service.
35. It shall be the responsibility of the CA agency to promptly respond to BIS calls.
- 36. REVISION OF RATES WILL NOT BE ENTERTAINED DURING THE PERIOD OF CONTRACT.**
37. Rates once finalized will be valid for a period of two years. Upward changes in rates will not be considered due to any reason during the operative period of contract.
38. Unless written consent is given by the Bureau, the Contract or any part, share, or interest in it, must not be transferred or assigned by the Supplier, directly or indirectly to any persons whomsoever.
39. All other terms and conditions, which are not mentioned herein above, shall be applicable as per General Terms Conditions of GeM.

40. Period of Contract:

- I. The Contract shall be valid for a period of two years from the date of GeM Contract. However, the contract will be reviewed on yearly basis and can be extended subject to the satisfactory performance of the Supplier and on the mutual consent on the period of extension, rates and other terms and conditions by both the parties.
- II. BIS, Lucknow reserves the right to terminate the contract awarded at any time during the currency of the Contract without assigning any reasons by giving 30 days' notice in advance in writing.
- III. The agency shall be required to give 90 days' advance notice in writing for termination of the contract failing which the security deposit shall stand forfeited.

41. Sub-contracting: The Agency shall not be allowed to sub-contract the work awarded by BIS.

42. Decisions relating to the contract: The decision of the Competent Authority of BIS, Lucknow in all matters of the contract shall be final and binding on the Agency.

43. Confidentiality: The Agency shall also maintain all information obtained by it and/or provided by BIS during contract period as strictly confidential.

44. Compliance: The Successful supplier shall be responsible and will ensure compliance with all Central and State Laws as well as rules, regulations, by-laws and orders of the local authorities and statutory bodies as may be in force from time to time during the tenure of the contract.

45. Terms of payment:

- I. Payment to the firm/agency shall be made on monthly basis on submission of bill by the firm/agency and on rendering satisfactory service by the firm/agency.
- II. The BIS Lucknow shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the GeM contract.
- III. Under no circumstances, Agency is entitled to claim any charges over and above the charges prescribed in the terms of the GeM contract.
- IV. There would be no increase in rates payable to the Agency during the contract period.
- V. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- VI. The agency shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- VII. In case the work is found to be unsatisfactory, no payment shall be made.
- VIII. BIS shall have the right to impose cash penalty/claim cost of the item from the Agency in case of default or breach in performance or if BIS is put to any financial loss, directly or indirectly, by any act of commission or omission on part of the Agency or its employee(s).

- IX. All payments shall be made only after deducting appropriate taxes as declared by Government from time to time.
- X. Office of the BIS shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Bureau, if any.
- XI. The term 'payment' mentioned in this Para includes all types of payment due to the agency arising on account of this contract excluding Bid Security (EMD) and Performance Security Deposit governed by the separate clauses of the contract.
- XII. Wherever applicable all payments will be made as per schedule of payments.

46. Arbitration:

- I. In case of any dispute arising out of this agreement then Head & Director, BIS Lucknow shall nominate any officer of the BIS a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration /Act shall be applicable.
- II. If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by Office of the BIS, Lucknow. The arbitration proceedings shall take place in BIS, Lucknow. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

47. Penalty:

The penalty shall be imposed as under:

- I. BIS shall have the right to impose cash penalty / cost of the item on the agency or deduct such amounts from its security deposit in case of default by the Agency or breach in performance or if the BIS is put to any financial loss, directly or indirectly, by any act of omission or commission on the part of the Agency or its employee(s).
- II. In case of breach of any conditions of the GeM contract and for all type of losses caused Including excess cost due to hiring of chartered accountant agency service from the market in the event of agency failing to provide the same, the office shall make deductions at double the rate of hiring rate on pro rata basis from the bills prepared by the CA agency or that may become due to the supplier under this or any other contract or from the security deposit or 10 may be demanded from him to be paid within seven days to the credit of the BIS Lucknow.
- III. In case of non-compliance of the terms and conditions of the contract, the Bureau reserves its right to impose penalty upto a maximum of 10% of the total annual value of contract during the period of operation.
- IV. If the Successful supplier fails or refuses to provide chartered accountant service against requisitions than the same services shall be arranged from any other agency at the risk and cost of the Successful supplier. Extra expenditure to be incurred by BIS on this account will be recovered from the pending bills or Security Deposit of the Successful supplier. The decision of Executing Authority in this regard on behalf of BIS shall be final and binding on the Successful supplier.

- V. Rs.500/= (Rupees five hundred only) for failure/ non-reporting in time per instance. Delayed reporting shall also be construed as failure of duty and will be liable to attract penalty at the same rate.
- VI. In case of delay in completion of task beyond the agreed schedule, BIS may impose financial penalties if agency fails in completing task as per terms and as per the schedule.

48. Breach of Terms and Conditions:

I. In case of breach of any of terms and conditions mentioned above, the Competent Authority of BIS shall have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Bureau in that event and the Performance Security Deposit shall be forfeited.

49. Suspension of Contract:

- I. The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours' notice in writing the Supplier for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Supplier as to which the decision of the Bureau shall be final and the Supplier shall not be entitled to any change or compensation by reason thereof.
- II. An event of default on the part of the Supplier, which results from the Supplier being unable to fulfil its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- i. In the opinion of the Bureau, the Supplier has repudiated the Contract;
 - ii. Without reasonable excuse has failed to provide chartered accountant services in accordance with this Contract within the time stipulated for completion;
 - iii. Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
 - iv. If the Supplier is in breach of any law or statute governing to provide described services;
 - v. The Supplier, in the judgment of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
 - vi. The Supplier enters into voluntary or involuntary bankruptcy, or liquidation;
 - vii. The Supplier becomes insolvent;
 - viii. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
 - ix. Any act is done or event occurs with respect to the Supplier or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
 - x. The Supplier (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

50. Termination by the Bureau:

- I. It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage, which the Supplier may suffer because of such termination, by giving the Supplier 30 days' notice in writing by the Bureau

for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

II. The contract shall be terminated if:

- i. The Successful supplier fails or does not commence work in the manner described in the Scope of Work & General Terms & Conditions of this contract or if at any time in the opinion of the Company.
- ii. The Successful supplier fails to carry out/ suspend the work in conformity with the Scope of Work and General Terms and Conditions stated in this contract.
- iii. The Successful supplier commits/ suffers/ permits any breach of the contract as stated in the clauses of Scope of Work and General Terms & Conditions of this Contract.
- iv. The Successful supplier fails or does not commence work in the manner described in the order.
- v. If the Successful supplier abandons the work, BIS shall be entitled at its option to terminate the Contract and Penalty as describe in penalty shall be deducted from the Bill/ Performance Security Deposit of the Successful supplier. However, such enforcement will only be made if it is found that the Successful supplier is at fault and not for failure due to unforeseen circumstances.

51. Supplier's right to terminate:

If the Supplier decides to terminate the Contract before the end of contract period, the Supplier has to give an advance intimation of at least 90 days. If the Supplier terminates the agreement without prior notice of 90 days, then the entire security deposit will be forfeited.

52. Force Majeure Clause:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public 12 enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Deputy Director General of Western Region of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Supplier at a price to be fixed by Director General, which shall be final.

53. Corrupt or Fraudulent Practices:

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

II. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

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

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

54. Legal jurisdiction: No suit or other proceedings relating to performance or breach of contract shall be filed or taken by the Agency in any Court of Law except the competent Courts having jurisdiction within the local limits of Lucknow (Gujarat) only.

55. Publicity:

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

56. Mode of serving Notice:

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

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

57. Special Instructions to the Tenderers:

I. Before submitting the tender, it shall be deemed that the tenderer has gone through the scope of work and all other terms & conditions of the tender including acquaintance of the site conditions.

II. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the BIS Lucknow, will be considered applicable at the time of any dispute/following any statutory rules.

III. The decision of BIS Lucknow in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

58. Governing Law: The Contract entered into between the Purchaser and the Supplier shall be governed by and interpreted in accordance with the Laws of India. The place of jurisdiction shall be the place where the Purchaser is located, unless otherwise specified.

59. Other general terms and conditions, which are not mentioned hereinabove, shall be as per the General terms & conditions of GEM (GTC). The GTC of GEM can be downloaded from General Terms & Conditions page under resources documents section in home page of website <https://gem.gov.in>.

List of documents to be uploaded as a part of technical bid on GeM portal

- I. Copy of registration certificate with ICAI of the firm
- II. Company Registration Document of concerned Local/State/Central Government Authority
- III. Copy of GST Registration Certificate (At least one of the addresses (Principal Place of Business or Additional Place of Business) mentioned in the GST Registration Certificate shall be in Lucknow, Uttar Pradesh, as proof of the bidder's registered office/branch office in the buyer's city.)
- IV. Copy of PAN Card
- V. Income Tax Return for last 3 years or annual turnover for last 3 years duly certified by CA.
- VI. Annexure-I: UNDERTAKING / DECLARATION regarding bidder financial standing, black-listing and no pendency of any criminal case against the firm or company or conviction by any Court of Law (To be submitted on company's letter head)
- VII. Details of dedicated customer support (Helpline Number, Email id, etc.)

ANNEXURE-I

UNDERTAKING / DECLARATION regarding bidder financial standing, black-listing and no pendency of any criminal case against the firm or company or conviction by any Court of Law

(To be submitted on company's letter-head)

To,

Bureau of Indian Standards (Lucknow Branch Office),

Regional Telecom Training Centre, BSNL Building,

Sector-G, LDA Colony, Ashiana,

Lucknow-226012 (U.P.)

Subject: DECLARATION regarding bidder financial standing, black-listing and no pendency of any criminal case against the firm or company or conviction by any Court of Law

I/We hereby declare that the firm or company or LLP firm is not under liquidation, court receivership or similar proceedings and is not bankrupt.

I/We accept Tender Scope of Work, Buyer Added Bid Specific Terms and Conditions and Additional Terms and Conditions.

I/We hereby further declare that the firm or company or LLP firm is not black-listed or debarred from tendering for corrupt or fraudulent practices or non-delivery or non-performance, by any Ministry or Department of Central Government/ State Government or PSU or other bodies under the Central Government/ State Government.

I/We also declare that no criminal case is registered or pending against the firm or company or LLP firm or its owner or partners or directors anywhere in India. I/We further declare that neither I/we nor our firm/ Company is found guilty of any criminal offence or convicted by any Court of Law.

Signature:

Name:

Date:

Place:

BUREAU OF INDIAN STANDARDS

भारतीय मानक ब्यूरो (लखनऊ शाखा कार्यालय)

Regional Telecom Training Centre, BSNL Building,
Sector-G, LDA Colony, Ashiana,
Lucknow-226012 (U.P.)
Email id: lkbo@bis.gov.in

Our Ref: LKBO/Chartered Accountant Service/2026-27

**Tender for Hiring of Services of Chartered Accountant Firm/Agency
for BIS Lucknow Branch Office**

Introduction

Bureau of Indian Standards, Lucknow invites Sealed Quotations through GeM Portal from registered and reputed Chartered Accountant (CA) agencies/firms for Annual Rate Contract for **"Hiring of Services of Chartered Accountant Firm/Agency for BIS Lucknow Branch Office"** for two years from the date of award of contract.

Instructions to Bidder

1. Documents with separate Technical and Commercial/Financial bids filled in the specified proforma shall be submitted through GeM Portal. Specified proforma along with all terms and conditions may be downloaded from GeM Portal.
2. The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason.
3. **THE DULY FILLED TENDER MUST BE SUBMITTED THROUGH THE GeM PORTAL ONLY. NO TENDER TO BE HANDED OVER TO BIS STAFF PERSONALLY.**
4. The interested bidder shall carefully read the Technical Specifications (TS), Scope of Work and other Terms & Conditions thoroughly and understand the nature and quantity of job to be undertaken before bidding.
5. Bidders shall upload a complete set of bid document, technical specifications and scope of work, Service Level Agreement (SLA), terms & conditions (including payment terms & penalties) duly signed & stamped as a token of scope understanding and acceptance/compliance by them.
6. The Contract will be awarded to a single successful bidder on overall L1 basis for complete lot and shall not be split. The L-1 will be evaluated on lease cost basis. The bidder has to quote their prices as per total scope of work of the service, which shall include total charges for TWO years. (including GST)
7. The Price quoted by the Bidder shall remain firm and fixed for the total period of contract and no escalation is permissible.
8. The technical bid submitted by the bidder must not contain any indication of prices. Prices are to be submitted only in Financial Bid. If the price has been found in the technical bid of any party, the offer of that party will get rejected. Prices are to be submitted only in Financial Bid. The Financial Bid of only technically eligible bidders will be opened after technical evaluation.
9. Bank Details: Bidder should indicate their complete banker's details i.e. account number, bank name, bank city, branch name, Swift code and Branch Code in their offer. The vendors shall be required to submit details of their bank account for enabling BIS Lucknow to make payment in e-mode, wherever facilities to make payment by e-mode exist.

Scope of work

The CA Agency shall mandatorily render the services as mentioned below:

1. The requirement is to provide all accounting and finance related service to BIS Lucknow Branch Office [Regional Telecom Training Centre, BSNL Building, Sector-G, LDA Colony, Ashiana, Lucknow-226012 (U.P.)].
2. Resolution of queries raised by BIS Lucknow and BIS HQ.
3. GST formality and tax deducted at source tasks:
 - a. To provide necessary guidance on GST Rules and for availing of credit rules. Reconcile the GST deducted and collected from the parties and its monthly compilation and filing requisite returns. This task shall be completed by 4th of every month.
 - b. Checking of appropriateness of tax deduction at source from payments to parties, its timely deposition and filing of requisite return by due date and guidance in TDS matters.
4. Recovery of taxes, if any from time to time. To oversee the timely adjustment of advances/ recoveries, realization of outstanding due, write off old dues, clearance of old outstanding debits/ credits of more than one month in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to Heads of RO/BO thereon.
5. Formalities relating to GST and preparation of Uniform formats of Accounts. This shall also include issue and receipt of debit and credit memos and their reconciliation. He/She shall sign each and every page of these records and final output in the form of various returns and reports etc.
6. S/he shall impart training in a formal way to the staff for doing accounting job along with training to run the tally programme.
7. Compilation, filing of TDS return and technical resolution of all the TDS related matters, if any. TDS related assessment both in the cases of receivable and payable, if any. (Already having TAN no.)
8. Compilation of GST Input on monthly basis so that tax is deposited. Filings of GST return and compile with all the GST related matters with GST Authority (Already having GST No. and paying GST regularly). To provide necessary guidance on GST Rules and for availing of credit rules and related action and filing requisite returns within prescribed time limit.
9. Compilation of Professional Tax liabilities and filing of returns with the concerned Department of Govt of Uttar Pradesh and related issues.
10. Preparation of the Bank reconciliation.
11. Physical and computer preparation of bankbook based on bank statements and financial instruments (DD or otherwise).
12. Compilation and tabulation of GST, Professional Tax and TDS payable.

13. Reconciliation of section-wise TDS payable/paid by BIS, Lucknow on monthly basis.
14. Physical and computer entry of advances given and its adjustments at the time of settlements.
15. Assist our accounts personnel during audit related with GST, if any, CAG audit, Statutory audits, internal audit, etc.
16. Prepare and submit the reply of the paras if any, given by the auditors.
17. Preparation of Budget Register both in physical and digital form.
18. Preparation and finalization of accounts at Branch level except balance sheet. (to be prepared by Head Quarter)
19. Preparation of TDS Certificate on behalf of BIS quarterly basis for the issue to the parties (there will be limited work in this regard).
20. Checking of Trial Balance (TB), all Ledgers, Realization Day Book (RDB), and Bank Book on monthly basis. Trial balance shall be prepared positively by 6th of every month.
21. Compilation of Accounts on monthly basis as well as yearly basis and preparation of monthly trial balance along with all supporting schedules, Receipt & Payment Account, etc.
22. Preparation of Accounts upto TB stage and R & P A/c at year end. Reconciliation and control of accounts and schedules thereof. Reconciliation with Head Quarters Accounts and internal unit accounts, Reconciliation of fixed assets and current assets accounts. Calculation of fixed assets depreciation as per law in assets Register/ Cards.
23. Checking of appropriateness of tax deduction at source from payments made to parties, its timely deposition and filing of requisite return by due date and guidance of TDS matters.
24. Preparation of Uniform formats of Accounts.
25. The CA firm/agency shall be personally responsible for the work allotted to her/him, from the stage of preparation of vouchers, preparing ledgers/ accounting books/ registers to end product (i.e. trial balance/ receipt & payment account/ balance sheet with all supporting schedules). S/He shall check and sign each month's trial balance and CAG/internal audit report. S/He shall sign each page of various returns and reports/forms and that of final output. S/He shall prepare and maintain all ledgers/ accounting books, schedules etc. including the following:
 - a. Assets register maintenance.
 - b. Manual ledger for EMD, Security Deposits, Advances etc.
 - c. Settlement of old issues/ advances etc.
 - d. Any other account related matter and anything considered necessary towards above.
 - e. Preparation of JVs in time.
 - f. Reconciliation on monthly basis with HQs AC, Inter office AC.

26. Any other account related matter and anything considered necessary towards above.
27. There should be no mistake in booking of wrong heads/figures while feeding/posting the vouchers. Monthly Trial Balance, Receipt & Payment A/c shall be tallied with the HQ's accounts and with the supporting ledger/accounting books.
28. All data and files are to be maintained within the premises of branch office.
29. The working hours will be as under:
- a. Resource person of the CA firm shall visit BIS Lucknow office for minimum 05(five) hours for minimum four person-days per week for execution of above work.
 - b. Saturday and Sunday are holiday on account of being weekend days. CA firm resources may also be called on Saturdays/Sundays/Holidays as and when required for which no extra payment/allowance will be given.
 - c. One computer with Tally ERP 9 software shall be provided for inputs/compilation. The resource person of the CA firm shall be conversant with Tally ERP 9, MS Excel, MS word and other MS Office applications.
 - d. Depending upon the quantum of the work, the person-hours may be increased.

Terms and Conditions

Note: These terms and conditions are part of the Contract/Agreement between BIS Lucknow and the Agency and any non- compliance shall be deemed as breach of the Contract/Agreement.

1. It is mandatory for the bidding Chartered Accountant Firm(s) to have their head office/branch at Lucknow, Uttar Pradesh as per records of Institute of Chartered Accountants of India (ICAI) and valid GST Registration with address in Lucknow as on date of submission of bid. Bidder needs to mandatorily attach ICAI Firm Constitution Certificate, GST Registration Certificate and self - declaration on letterhead of firm regarding turnover of CA Firm in each of last three financial years.
2. Bidder firm should be provisionally empanelled with Office of Comptroller & Auditor General of India for FY 2025 - 2026 or should have Submitted Application for empanelment with Office of Comptroller & Auditor General of India for FY 2025 - 2026 as on date of submission of bid. Copy of Acknowledgement issued by Office of Comptroller & Auditor General of India for FY 2025 - 2026 for submission of empanelment request on CAG Web portal needs to be attached.
3. The bidder should have experience of providing similar services to at least one central government -ministry/department/ organization/institute/body for at least 3 years in the last 5financial year(s). Experience Certificate of satisfactory completion of work with following details (a.) Name of Organization (b.) Address of Organization (c.) Nature of Work (d.) Date of Start (e.) Date of Completion need to be mandatorily attached.

4. Chartered Accountant overseeing the entire work should have experience of more than 10 years and should be either proprietor/partner/employee of the CA Firm as per ICAI Firm Constitution Certificate as on date of submission of bid.
5. No alteration and addition anywhere in the original bid document are permitted. If any of these are found, the bid document will be summarily rejected.
6. The CA firm/agency shall bear all expenses regarding preparation of Identity card, compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labour legislations.
7. The person deputed by the firm/agency shall not claim to become the employees of BIS Lucknow and there will be no employee and employer relationship between the person engaged by the CA firm/agency for deployment in BIS Lucknow.
8. Replacement of person as required by the Bureau will be effected promptly by the CA firm/agency; if the firm/agency wishes to replace any of the personnel, the same shall be done after prior consultation with the Bureau. The full particulars of the personnel to be deployed by the agency including the names and address shall be furnished to the Bureau along with testimonials before they are actually deployed for the job. Firm/agency should not make too frequent changes in the CA.
9. In case of any loss that might be caused to the Bureau due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the contracting Agency and in this connection, the Bureau shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the Bureau besides imposition of penalty. In case of any 6 deficiencies/lapses on the part of the personnel deployed by the contractor, the Bureau shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
10. In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the CA firm/agency.
11. In the event of person deputed by CA firm/agency being on leave/absent, the CA firm/agency shall ensure suitable alternative arrangement to make up for such absence.
12. The person deployed by the CA firm/agency shall have the required qualification. In case of noncompliance/non-performance of the services according to the terms of the contract, the Bureau shall be at liberty to make suitable deductions of (ranging from 2% to 10%) from the bill without prejudice to its right under other provisions of the contract. Penalty upto 5% may also be imposed, if there are frequent changes of employees deployed at this office by the contractor.
13. The CA firm/agency shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Bureau.
14. The CA Firm/agency shall be fully responsible for the compliance of applicable Chartered Accountant Laws in force and other Govt. Orders.

15. The Agency shall comply with all applicable statutory requirements, rules and regulations required for carrying out the services.
16. The firm should be registered with the concerned regulatory authority and should furnish a copy of registration certificate in support thereof.
17. The Agency shall be expected to start the work immediately on award of contract.
18. The agency should have sufficient pool of trained/experienced manpower to provide uninterrupted accounting and CA services during the period of the contract.
- 19. THE AGENCY SHALL COMPLY AT ITS OWN COST WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS IN FORCE FROM TIME TO TIME OF CENTRAL/STATE GOVT. OR LOCAL BODIES AS APPLICABLE TO HIM/HER OR TO THIS CONTRACT WITHOUT ANY LIABILITY AND RESPONSIBILITY TO BIS LUCKNOW, WHATSOEVER IT MAY BE.**
20. To bear all taxes, rates charges, levies or claims, whatsoever, as may be imposed by the Central/State Govt. or Local Bodies or Authority. To furnish such proof of payment of compliance or the obligations including registration certificates, receipts licenses, clearance certificates etc. as may be required by the BIS Lucknow from time to time.
21. Responsible for compliance to the provisions of various Labour and Industrial laws relating to the personnel deployed by CA Agency for the purpose at premises of BIS Lucknow or for any accident caused to them, the BIS Lucknow shall not be liable to bear any expense in this regard.
22. No personnel engaged by CA agency shall disclose any information of the BIS to anyone. In case the same is proved, the stringent action shall be taken against the Agency.
23. The personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BIS Lucknow/ Govt. of India/ any State/or any Union Territory.
24. In case any personnel of Agency is implicated in any law suit or is injured during the course of performing his duty/their duties for BIS Lucknow it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the BIS Lucknow.
25. In case it is found that any theft, pilferage, loss or damage has occurred to the person property or premises of the BIS Lucknow due to negligence of personnel in performing his/her duty and / or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by BIS Lucknow shall be recovered from the Agency's Bill or from his security. In such matters, where required, the Agency will investigate and submit a report to BIS Lucknow and maintain liaison with the police. FIR will be lodged by BIS Lucknow, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed. Recovery including cost of item may be made by BIS Lucknow.
26. In case BIS Lucknow is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all

cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by BIS Lucknow.

27. The Agency shall ensure that all personnel deployed for accounting service is fully loyal-to and assist the BIS Lucknow during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immoveable to the entire satisfaction of the BIS Lucknow.
28. A local representative of Agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of BIS Lucknow, they shall work under directives and guidance of BIS Lucknow and will be answerable to BIS Lucknow. This will, however, not diminish in any way, the Agency's responsibility under contract to the BIS Lucknow.
29. A senior level representative of the Agency shall visit BIS Lucknow premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the BIS Lucknow officer dealing with services under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The day-to-day functioning of the services shall be carried out in consultation with and under direction of BIS Lucknow.
30. In case of any changes of constitution of the Agency, the rights of BIS Lucknow should not suffer.
31. Good standard of services shall be maintained as indicated.
32. The BIS Lucknow may discontinue the service of Agency if desired, at any time without assigning any reason whatsoever.
33. The firm should have an adequate number of telephones for contact round the clock and the same has to be conveyed to BIS Lucknow.
34. The firm should provide proper escalation matrix along with the name, designation, contact number and email-ids for the service.
35. It shall be the responsibility of the CA agency to promptly respond to BIS calls.
- 36. REVISION OF RATES WILL NOT BE ENTERTAINED DURING THE PERIOD OF CONTRACT.**
37. Rates once finalized will be valid for a period of two years. Upward changes in rates will not be considered due to any reason during the operative period of contract.
38. Unless written consent is given by the Bureau, the Contract or any part, share, or interest in it, must not be transferred or assigned by the Supplier, directly or indirectly to any persons whomsoever.
39. All other terms and conditions, which are not mentioned herein above, shall be applicable as per General Terms Conditions of GeM.

40. Period of Contract:

- I. The Contract shall be valid for a period of two years from the date of GeM Contract. However, the contract will be reviewed on yearly basis and can be extended subject to the satisfactory performance of the Supplier and on the mutual consent on the period of extension, rates and other terms and conditions by both the parties.
- II. BIS, Lucknow reserves the right to terminate the contract awarded at any time during the currency of the Contract without assigning any reasons by giving 30 days' notice in advance in writing.
- III. The agency shall be required to give 90 days' advance notice in writing for termination of the contract failing which the security deposit shall stand forfeited.

41. Sub-contracting: The Agency shall not be allowed to sub-contract the work awarded by BIS.

42. Decisions relating to the contract: The decision of the Competent Authority of BIS, Lucknow in all matters of the contract shall be final and binding on the Agency.

43. Confidentiality: The Agency shall also maintain all information obtained by it and/or provided by BIS during contract period as strictly confidential.

44. Compliance: The Successful supplier shall be responsible and will ensure compliance with all Central and State Laws as well as rules, regulations, by-laws and orders of the local authorities and statutory bodies as may be in force from time to time during the tenure of the contract.

45. Terms of payment:

- I. Payment to the firm/agency shall be made on monthly basis on submission of bill by the firm/agency and on rendering satisfactory service by the firm/agency.
- II. The BIS Lucknow shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable except as under the GeM contract.
- III. Under no circumstances, Agency is entitled to claim any charges over and above the charges prescribed in the terms of the GeM contract.
- IV. There would be no increase in rates payable to the Agency during the contract period.
- V. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- VI. The agency shall submit the bill at each stage/in the first week of following month in respect of previous month for sanction of the amount of bill and passing the bill for payment.
- VII. In case the work is found to be unsatisfactory, no payment shall be made.
- VIII. BIS shall have the right to impose cash penalty/claim cost of the item from the Agency in case of default or breach in performance or if BIS is put to any financial loss, directly or indirectly, by any act of commission or omission on part of the Agency or its employee(s).

- IX. All payments shall be made only after deducting appropriate taxes as declared by Government from time to time.
- X. Office of the BIS shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties imposed by the Bureau, if any.
- XI. The term 'payment' mentioned in this Para includes all types of payment due to the agency arising on account of this contract excluding Bid Security (EMD) and Performance Security Deposit governed by the separate clauses of the contract.
- XII. Wherever applicable all payments will be made as per schedule of payments.

46. Arbitration:

- I. In case of any dispute arising out of this agreement then Head & Director, BIS Lucknow shall nominate any officer of the BIS a sole arbitrator to adjudicate upon the issue involved in the dispute and the provisions of the Arbitration /Act shall be applicable.
- II. If any difference arises concerning this Agreement, its interpretation on the payment to be made there under, the same shall be settled by mutual consultations and negotiations. If attempts for conciliation do not yield any results within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an arbitral tribunal containing a Sole Arbitrator to be appointed by Office of the BIS, Lucknow. The arbitration proceedings shall take place in BIS, Lucknow. The provisions of Arbitration and Conciliation Act, 1996 and the rules framed there under and in force shall be applicable to such proceedings.

47. Penalty:

The penalty shall be imposed as under:

- I. BIS shall have the right to impose cash penalty / cost of the item on the agency or deduct such amounts from its security deposit in case of default by the Agency or breach in performance or if the BIS is put to any financial loss, directly or indirectly, by any act of omission or commission on the part of the Agency or its employee(s).
- II. In case of breach of any conditions of the GeM contract and for all type of losses caused Including excess cost due to hiring of chartered accountant agency service from the market in the event of agency failing to provide the same, the office shall make deductions at double the rate of hiring rate on pro rata basis from the bills prepared by the CA agency or that may become due to the supplier under this or any other contract or from the security deposit or 10 may be demanded from him to be paid within seven days to the credit of the BIS Lucknow.
- III. In case of non-compliance of the terms and conditions of the contract, the Bureau reserves its right to impose penalty upto a maximum of 10% of the total annual value of contract during the period of operation.
- IV. If the Successful supplier fails or refuses to provide chartered accountant service against requisitions than the same services shall be arranged from any other agency at the risk and cost of the Successful supplier. Extra expenditure to be incurred by BIS on this account will be recovered from the pending bills or Security Deposit of the Successful supplier. The decision of Executing Authority in this regard on behalf of BIS shall be final and binding on the Successful supplier.

- V. Rs.500/= (Rupees five hundred only) for failure/ non-reporting in time per instance. Delayed reporting shall also be construed as failure of duty and will be liable to attract penalty at the same rate.
- VI. In case of delay in completion of task beyond the agreed schedule, BIS may impose financial penalties if agency fails in completing task as per terms and as per the schedule.

48. Breach of Terms and Conditions:

I. In case of breach of any of terms and conditions mentioned above, the Competent Authority of BIS shall have the right to cancel the work order without assigning any reason thereof, and nothing will be payable by the Bureau in that event and the Performance Security Deposit shall be forfeited.

49. Suspension of Contract:

- I. The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours' notice in writing the Supplier for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Supplier as to which the decision of the Bureau shall be final and the Supplier shall not be entitled to any change or compensation by reason thereof.
- II. An event of default on the part of the Supplier, which results from the Supplier being unable to fulfil its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- i. In the opinion of the Bureau, the Supplier has repudiated the Contract;
 - ii. Without reasonable excuse has failed to provide chartered accountant services in accordance with this Contract within the time stipulated for completion;
 - iii. Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
 - iv. If the Supplier is in breach of any law or statute governing to provide described services;
 - v. The Supplier, in the judgment of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
 - vi. The Supplier enters into voluntary or involuntary bankruptcy, or liquidation;
 - vii. The Supplier becomes insolvent;
 - viii. A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
 - ix. Any act is done or event occurs with respect to the Supplier or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;
 - x. The Supplier (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Bureau.

50. Termination by the Bureau:

- I. It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage, which the Supplier may suffer because of such termination, by giving the Supplier 30 days' notice in writing by the Bureau

for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

II. The contract shall be terminated if:

- i. The Successful supplier fails or does not commence work in the manner described in the Scope of Work & General Terms & Conditions of this contract or if at any time in the opinion of the Company.
- ii. The Successful supplier fails to carry out/ suspend the work in conformity with the Scope of Work and General Terms and Conditions stated in this contract.
- iii. The Successful supplier commits/ suffers/ permits any breach of the contract as stated in the clauses of Scope of Work and General Terms & Conditions of this Contract.
- iv. The Successful supplier fails or does not commence work in the manner described in the order.
- v. If the Successful supplier abandons the work, BIS shall be entitled at its option to terminate the Contract and Penalty as describe in penalty shall be deducted from the Bill/ Performance Security Deposit of the Successful supplier. However, such enforcement will only be made if it is found that the Successful supplier is at fault and not for failure due to unforeseen circumstances.

51. Supplier's right to terminate:

If the Supplier decides to terminate the Contract before the end of contract period, the Supplier has to give an advance intimation of at least 90 days. If the Supplier terminates the agreement without prior notice of 90 days, then the entire security deposit will be forfeited.

52. Force Majeure Clause:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public 12 enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Deputy Director General of Western Region of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Supplier at a price to be fixed by Director General, which shall be final.

53. Corrupt or Fraudulent Practices:

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

II. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

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

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

54. Legal jurisdiction: No suit or other proceedings relating to performance or breach of contract shall be filed or taken by the Agency in any Court of Law except the competent Courts having jurisdiction within the local limits of Lucknow (Gujarat) only.

55. Publicity:

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

56. Mode of serving Notice:

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

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

57. Special Instructions to the Tenderers:

I. Before submitting the tender, it shall be deemed that the tenderer has gone through the scope of work and all other terms & conditions of the tender including acquaintance of the site conditions.

II. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the BIS Lucknow, will be considered applicable at the time of any dispute/following any statutory rules.

III. The decision of BIS Lucknow in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

58. Governing Law: The Contract entered into between the Purchaser and the Supplier shall be governed by and interpreted in accordance with the Laws of India. The place of jurisdiction shall be the place where the Purchaser is located, unless otherwise specified.

59. Other general terms and conditions, which are not mentioned hereinabove, shall be as per the General terms & conditions of GEM (GTC). The GTC of GEM can be downloaded from General Terms & Conditions page under resources documents section in home page of website <https://gem.gov.in>.

List of documents to be uploaded as a part of technical bid on GeM portal

- I. Copy of registration certificate with ICAI of the firm
- II. Company Registration Document of concerned Local/State/Central Government Authority
- III. Copy of GST Registration Certificate (At least one of the addresses (Principal Place of Business or Additional Place of Business) mentioned in the GST Registration Certificate shall be in Lucknow, Uttar Pradesh, as proof of the bidder's registered office/branch office in the buyer's city.)
- IV. Copy of PAN Card
- V. Income Tax Return for last 3 years or annual turnover for last 3 years duly certified by CA.
- VI. Annexure-I: UNDERTAKING / DECLARATION regarding bidder financial standing, black-listing and no pendency of any criminal case against the firm or company or conviction by any Court of Law (To be submitted on company's letter head)
- VII. Details of dedicated customer support (Helpline Number, Email id, etc.)

ANNEXURE-I

UNDERTAKING / DECLARATION regarding bidder financial standing, black-listing and no pendency of any criminal case against the firm or company or conviction by any Court of Law

(To be submitted on company's letter-head)

To,

Bureau of Indian Standards (Lucknow Branch Office),

Regional Telecom Training Centre, BSNL Building,

Sector-G, LDA Colony, Ashiana,

Lucknow-226012 (U.P.)

Subject: DECLARATION regarding bidder financial standing, black-listing and no pendency of any criminal case against the firm or company or conviction by any Court of Law

I/We hereby declare that the firm or company or LLP firm is not under liquidation, court receivership or similar proceedings and is not bankrupt.

I/We accept Tender Scope of Work, Buyer Added Bid Specific Terms and Conditions and Additional Terms and Conditions.

I/We hereby further declare that the firm or company or LLP firm is not black-listed or debarred from tendering for corrupt or fraudulent practices or non-delivery or non-performance, by any Ministry or Department of Central Government/ State Government or PSU or other bodies under the Central Government/ State Government.

I/We also declare that no criminal case is registered or pending against the firm or company or LLP firm or its owner or partners or directors anywhere in India. I/We further declare that neither I/we nor our firm/ Company is found guilty of any criminal offence or convicted by any Court of Law.

Signature:

Name:

Date:

Place: