

Bureau of Indian Standards
Central Laboratory, Sahibabad

Our Ref : CL/Admn/CA(10-11)

Dated: 26.10.2010

Subject: Quotation for outsourcing of accounting job to Chartered Accountant firm for the period of twelve months in BIS,CL.—reg.

To,

Sir,

Sealed quotations through the single bid system are invited from interested Chartered Accountant firms for providing the services as mentioned in the scope of work (Annexure-I). Documents to be submitted with the quotation are mentioned in Annexure-II .

A copy of agreement to be signed on award of work order along with the terms and conditions are given in annexure-III. If interested in undertaking the contract, the rates for the same may be quoted as per table given below. The duly filled in quotations, in a sealed cover mentioning "Quotations for Outsourcing of Accounting Job", may be sent by post or dropped in the tender box kept at the security booth of this office latest by 22.11.2010(4:00 PM). Quotations received after the scheduled date and time shall be summarily rejected. Quotations shall be opened on the same day at 4:30 PM in the conference room of Admn Block at above mentioned address in the presence of such tenderer or their duly authorised representatives as may like to be present.

SCHEDULE OF RATES

Sl. No.	Description	Consolidated annual remuneration including service charge (profit) of the firm and all other charges.
<u>1</u>	HIRING OF SERVICES OF CA FIRM The CA firm has to depute a suitable competent accounting personnel from Monday to Friday at 9:00 AM to 5:00 PM.	

Yours faithfully,

Deputy Director (Admn)

SCOPE OF WORK:

- 1 The Chartered Accountant firm shall render to the services to Bureau of Indian Standards, Central Laboratory, Sahibabad for its smooth running as may be required from time to time. Detailed description for taking services are as follows:

- a) 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.

- b) 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 depreciation as per law in assets Register/Cards.

- c) Service Tax formality and tax deducted at source work like:

- i) To provide necessary guidance on Service Tax Rules and for availing of credit rules. Reconcile the service tax deducted and collected from the parties and deposition of the same and filing requisite returns within prescribed time limit.

- ii) 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 of TDS matters.

- d) 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 months in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to Heads of RO/BO thereon.

- e) Formalities relating to Service Tax and preparation of Uniform formats of Accounts. To assist in Internal Audit & Statutory Audit and also to assist in replying audit reports/Queries.

The CA firm shall be personally responsible for the work allotted to him/her, 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 sign each and every page of these records and final output in the form of various returns and reports etc.

- f) S/he shall prepare and maintain all ledgers/ accounting books, schedules etc. including the following:

- g) Assets register
- h) Manual ledgers for EMD, SD, Advances etc.
- i) Settlement of old issues/ advances etc.
- j) Reconciliation on monthly basis with HQ A/c, Inter Office A/c.
- k) Preparation of JVs in time.
- l) Other works allotted as per requirement.
- m) S/he shall impart training in a formal way to the staff of A&F for doing accounting job along with training to run the tally programme; as per programme/details decided by BIS.
- n) Any other account related matter and anything considered necessary towards above.
- o) 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.

Annexure-II**Documents to be submitted with the quotation:****Documents listed in the following check list may be submitted along with the quotation(s).**

Sl.No.	Description of requirement	Yes/No	Page No
1.	The firm should be registered with the ICAI under provisions of relevant act to provide the professional services and its validity date and enclose copy of registration certificate with ICAI of the firm.	Yes/No	
2.	Copies of Balance Sheet and P&L A/c for the last 3 years duly certified by CA	Yes/No	
3.	Copy of Registration certificate/allotment letter of service tax number ., if applicable	Yes/No	
4.	Copy of Registration certificate/allotment letter PAN from Income Tax Department	Yes/No	
5.	Proforma containing details of other organization where such contracts were/are undertaken (attach supportive documents)	Yes/No	
6.	DD of Rs.10000/- as EMD in favour of "Bureau of Indian Standards" payable at Ghaziabad	Yes/No	
7.	List of Arbitration cases (if applicable) <u>Do not leave it blank. If there are no such cases, write "Not Applicable".</u>	Yes/No/Not applicable	
8.	Qualification and experience certificates of the person who shall be deputed at this office. Enclose attested copies..	Yes/No	
9.	Acceptance of terms and conditions attached. Each page of terms and conditions to be duly signed as token of acceptance and submitted as part of tender document.	Yes/No	
10.	Copy of last income tax return	Yes/No	
11.	Undertaking by the bidder to the effect that there is no police case pending against the proprietor/firm/parties relating to previous service contracts.	Yes/No	
12.	Office address in NCT of Delhi/Ghaziabad.	Yes/No	
13.	At least two currently valid contracts for similar work	Yes/No	

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Encls: 1. DD/Pay Order No.....

(Signature of Tenderer with seal)

Name:

Seal:

Office Address:

Phone No (O):

Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory.

Non submission of any of the information above may render the bid to be rejected

Annexure-III

AGREEMENT

(To be signed on non-judicial stamp paper of Rs. 50/-)

THIS AGREEMENT IS MADE ON _____ between the **Bureau of Indian Standards, Plot No. 20/9, Site-IV, Sahibabad Industrial Area, Sahibabad-201010, Distt. Ghaziabad, U.P.** (hereinafter called the Bureau of the one part) and _____ (hereinafter called the Contractor of the other part)

WHEREAS the Bureau is desirous of entrusting the Accounting Job Work, at its Central Laboratory (CL), Sahibabad, the CA firm has offered to render the same at the said premises.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

2. This agreement is valid for the period commencing from _____ to _____ both days inclusive.

3. The CA firm shall relieve the Bureau of the first part of all worries about the up keep and performance of Accounting Job Work to the satisfaction of Bureau of the FIRST PART.

4 The Chartered Accountant firm shall render to the services to Bureau of Indian Standards, Central Laboratory, Sahibabad for its smooth running as may be required from time to time. Detailed description for taking services are as follows:

a) Compilation of Accounts on monthly basis and preparation of MONTHLY trial balance along with all supporting schedules, Receipt & Payment Account, etc.

b) 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.

c) Service Tax formality and tax deducted at source work like:

i) To provide necessary guidance on Service Tax Rules and for availing of credit rules. Reconcile the service tax deducted and collected from the parties and deposition of the same and filling requisite returns.

ii) 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 of TDS matters.

d) 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 months in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to Heads of RO/BO thereon.

e) formalities relating to Service Tax and preparation of Uniform formats of Accounts.

The CA firm shall be personally responsible for the work allotted to him/her, 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 sign each and every page of these records and final output in the form of various returns and reports etc.

f) S/he shall prepare and maintain all ledgers/ accounting books, schedules etc. including the following:

g) Assets register

h) Manual ledgers for EMD, SD, Advances etc.

i) Settlement of old issues/ advances etc.

j) Reconciliation on monthly basis with HQ A/c, Inter Office A/c.

k) Preparation of JVs in time.

l) Other works allotted as per requirement.

m) S/he shall impart training in a formal way to the staff of A&F for doing accounting job along with training to run the tally programme.

n) Any other account related matter and anything considered necessary towards above.

o) 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.

5 The agency shall be solely responsible for compliance to provisions of various labour, industrial and any other laws applicable and all statutory obligations

- relating to personnel deployed in CL. The CL shall have no liability in this regard. Also no liability in case of death of person deputed by CA firm within or outside the BIS premises.
- 6 The agency shall be solely responsible for any accident/ medical/ health related liability/ compensation for the personnel deployed by it at CL. The CL shall have no liability in this regard.
 - 7 Any violation of instruction/ agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
 - 8 The contract can be terminated by giving two month's notice on either side.
 - 9 In case of non-compliance with the contract, the Bureau reserves its right to:
 - a. Cancel/Revoke the contract, and/or
 - b. Impose penalty up to 10% of the total annual value of contract.
 10. The person deputed by the firm shall not claim to become the employees of CL(BIS) and there will be no employee and employer relationship between the person engaged by the CA firm for deployment in CL.
 11. There shall be no increase in rates payable to the Agency during the contract period.
 12. The firm also agrees to comply with **Annexed terms and conditions** and amendments thereto from time to time.
 - 13 Decision of BIS in regard to interpretation of the terms and conditions and the Agreement shall be final and binding on the firm.
 14. In case of any dispute between the Agency and CL, CL shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Distt. Ghaziabad (UP).
 15. The firm shall ensure that no loss or damage to any property of Bureau's Central Laboratory due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, the 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 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.
 16. For the above services the Bureau agrees to pay to the CA Firm, a consolidated annual remuneration of Rs.....(Rupees.....) for which the bills to be submitted by the CA firm, in duplicate, on monthly/quarterly basis. The said amount of Rs.....to be paid to the CA firm includes all

expenses of the CA Firm towards emoluments of the accounting personnel, their personal requirements and conveyance, transport charges, etc, and periodic inspections by the officers of the contractor, other liabilities under the various legislations and any other incidental charges.

17 All applicable taxes shall be deducted from the payment of bill unless exempted.

18. The CA Firm shall be fully responsible for the compliance of applicable Chartered Accountant Laws in force and other Govt. Orders.

19. The CA firm shall at all times indemnify and keep indemnified the Bureau against any claim on account of disability/ death of any of its personnel caused while providing the services within/ outside its premises or other premises of the Bureau which may be made under the Workmen's Compensation Act, 1923 or any other Acts or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any working or other personnel of the CA firm or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the CA firm or not, who provided or provides the services.

20. In the event of any disputes the decision of the Head, CL shall be final and binding.

21. In case of any dispute arising out of this business or interpretation of any clause of the agreement, the Court of Ghaziabad Distt. alone shall have the jurisdiction to try and decide.

22. The Tender document as a whole shall also be part of this agreement.

IN WITNESS WHEREOF both the parties have set and subscribed their respective hands with their Seal in Sahibabad in the presence of the witness.

Central Laboratory, Bureau of Indian Standards

Witness: 1.
 2.

AGENCY

Witness: 1.
 2.

Annexure to Agreement

**TERMS AND CONDITIONS OF CONTRACT FOR “Hiring of services of CA Firm”
(Annexure to Agreement)**

A. SCOPE OF WORK: “Hiring of services of CA Firm” ON CONTRACT BASIS at Central Laboratory, Plot No.20/9, Site IV, Sahibabad Industrial Area, Sahibabad, Distt. Ghaziabad by deploying required number of contract personnel.

B. TERMS & CONDITIONS:

1. The said contract will be initially for a period of one year commencing from the date of signing the contract which may be extended further for a maximum period of one year with same terms & conditions subject to mutual consent of both the parties and subject to satisfactory performance of contract. However, in normal circumstances the Agreement is terminable by giving two month notice in writing by either party to the agreement.
2. The Contracting Agency shall render the services as mentined in the scope of work in annexure –I of the tender document to BIS, CL .
3. The working hours will be as under :

From 9:00 AM to 5:30 PM from Monday to Friday. Saturday and Sunday are holiday on account of being weekend days. They may also be called on Saturdays/Sundays/Gazetted holidays as and when required for which extra payment per person per day basis will be given.

4. The personnel deployed shall be healthy, active. Nobody shall have any communicable diseases.
5. The CA firm 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. **Payment to the firm shall be made on monthly/quarterly basis on submission of bill by the firm and on rendering satisfactory service by the firm.**
6. Replacement of person as required by the Bureau will be effected promptly by the CA firm; if the firm 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 contractor including the names and address shall be furnished to the

Bureau along with testimonials before they are actually deployed for the job. Firm should not make too frequent changes in the CA.

7. 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, the 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 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.

8. 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.

9. That CA firm's authorized representative(Owner/Director/Partner/Manager) shall personally contact Head of the BIS Central laboratory or the office in charge of Administration at BIS,CL at least once a month to get a feedback on the services rendered by the contractor viz-a-viz corrective action required to make the services more efficient

10. In the event of person deputed by CA firm being on leave/absent, the CA firm shall ensure suitable alternative arrangement to make up for such absence.

11. The successful bidder would have to deposit an amount of 10% of Annual contract of value towards security deposit through Demand Draft/pay order/FDR/Bank Guarantee from a commercial bank in favour of BIS which would remain with BIS during the contract period and no interest shall be payable on the Security Deposit amount.

12. The person deployed by the CA firm shall have the required qualification. In case of non-compliance/non-performance of the services according to the terms of the contract, the Bureau shall be at liberty to make suitable deductions (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 is frequent changes of employees deployed at this office by the contractor.

13. The CA firm shall be solely liable for all payment/dues of the workers employed and deployed by him with reliable evidence provided to the Bureau. In the event, Bureau makes any payment or incurs any liability, the contractor shall indemnify the Bureau completely;

14. In case of any dispute arising out of this agreement then Head(CL) BIS 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.
15. In case of any dispute with regard to providing services and interpretation of any clause of the Agreement, Ghaziabad Court will have the jurisdiction to settle and decide all the disputes.
16. Income Tax TDS as per rules shall be deducted from the bills of the contractor as per applicable laws.
17. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
18. The CA firm will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.
19. If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel who indulges in such type of activities , should not be further employed in this office by the contractor in any case.
20. Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause which is beneficial to the CL, BIS will be considered applicable at the time of any dispute/following any statutory rules.

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