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BIDDING DOCUMENTS FOR

[PREPARATION OF HALF-YEARLY AND ANNUAL ACCOUNTS FOR THE FINANCIAL YEARS 2016-17, 2017-18 & 2018-19, AND, DEPLOYMENT OF TWO QUALIFIED CHARTERED ACCOUNTANTS ON FULL-TIME BASIS]

TO INDIAN INSTITUTE OF TECHNOLOGY KANPUR

INVITATION TO BID No. [IITK/F&A/ACCRUAL/2016-17/001]

[SEPTEMBER, 2016]



Date: 12 September 2016

Invitation to Bid

No. (IITK/F&A/ACCRUAL/2016-17/001)

(PREPARATION OF HALF-YEARLY AND ANNUAL ACCOUNTS FOR THE FINANCIAL YEARS 2016-17, 2017-18 & 2018-19, AND, DEPLOYMENT OF TWO QUALIFIED CHARTERED ACCOUNTANTS ON FULL-TIME BASIS) TO INDIAN INSTITUTE OF TECHNOLOGY KANPUR

The Indian Institute of Technology Kanpur ("IITK") invites Bids ("Bids") from eligible, qualified and capable companies for the supply and delivery of above Services ("the Services") and provision of associated services ("Associated Services") according to the requirements as defined in the bidding documents ("the Bidding Documents").

The Bidding Documents include:

Section I:	Instructions to Bidders
Section II:	Bidding Data Sheet
Section III:	Technical Bid Forms
Section IV:	Price Bid Form
Section V:	Commercial Terms and Conditions

The Services shall be supplied for the financial years **2016-17, 2017-18 & 2018-19**. The IITK shall however be under no obligation to buy any or all of the Services and Associated Services exclusively from the selected firm.

Bids must be delivered to in accordance to Article 19.1b. Closing date for the bids is **4 Oct 2016 1530 hours**.

Unless otherwise specified, bids sent by e-mail and facsimile *will not* be accepted.

The Bid prices shall be quoted in **INR**. The Contract(s) under consideration shall be entered into with the IITK. The Services shall be provided to the IITK. Bidders should include in their Bid prices any and all costs associated in respect to the provision of the Services.

The IITK reserves the right to accept or reject any Bid, and to annul, in whole or in part, or to suspend the bidding process and reject all Bids at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

The complete set of Bidding Documents can be downloaded from **<http://www.iitk.ac.in/new/tenders-notice>**

Please address your queries or questions in writing at the address given below and kindly refrain from any telephone calls or personal visits.

Deputy Registrar (S&P)
Indian Institute of Technology
Kanpur – 208 016, U.P.
India
Tel: (91) 512 – 259 7214, Fax: (91) 512 – 259 7659.
Email: purchasing@iitk.ac.in

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SECTION I - INSTRUCTIONS TO BIDDERS (ITB)

Notes to Bidders: This section provides detailed information necessary for Bidders to prepare their Bids, in accordance with the requirements specified by the IITK. It also provides information on Bid submission, opening, and evaluation, and on the award of contract. Bidders should read these Instructions to Bidders in conjunction with Section II, Bidding Data Sheet, of the Bidding Documents. These Instructions to Bidders will not be part of the Contract.

1. SCOPE

1.1 The entity of the IITK specified in the cover note to these Bidding Documents invites Bids for the procurement of Services and Associated Services as described in the Bidding Documents.

2. ELIGIBILITY OF BIDDERS

2.1 This bidding is open to all eligible companies as defined in ITB Article 2.

2.2 The IITK may, in its sole unfettered discretion, disqualify or otherwise determine ineligible any potential Bidder that the IITK believes is, has been or will be, whether directly or indirectly, engaged in criminal or any other unethical behaviour, financially unsound, or otherwise unfit in the IITK's opinion to participate in the bidding exercise. This provision shall also be a condition precedent to, and continuing condition of, any Contract between the IITK and a successful Bidder.

2.3 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder, or any employee, executive, manager or director thereof:

- participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof, being subsequently used by the IITK; or
- received assistance in the preparation of its Bid or request to participate from a person or company who or that participated in the preparation of the concerned procurement notice or Bidding Documents, or any part thereof.

2.4 In its Bid, the Bidder shall indicate in detail the Services proposed.

2.5 Unless otherwise specified in Section II, Bidding Data Sheet, the Bidder must present all required documents for the provisional acceptance or upon presentation of the invoice. The option chosen shall be specified in the Contract / Purchase Order.

2.6 A Bidder shall not be eligible to participate in this bidding or in the performance of the contract under consideration if such Bidder:

- is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising

from a similar procedure provided for in national legislation or regulations;

- has been convicted of an offense concerning its professional conduct by a judgement which has the force of res judicata;

- has been subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the IITK;

- is guilty of misrepresentation in supplying the information required as a condition of participation in this bidding exercise or fail to supply this information;

- is subject to a conflict of interest.

3. IITK PRIVILEGES AND IMMUNITIES

3.1 Nothing in or relating to the Bidding Documents shall be deemed a waiver, expressed or implied, of any of the privileges and immunities of the IITK.

4. ETHICS

4.1 In accordance with general IITK procurement principles, it is a requirement of the IITK that Bidders, or any executive, manager or director thereof, observe the highest standards of ethics during each phase of any procurement and execution of contracts. The IITK defines for this purpose:

- 'coercive practice' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement or affect the execution of a contract;
- 'collusive practice' means a scheme or arrangement between two or more Bidders, designed to establish bid prices or other terms at artificial, non-competitive levels;
- 'corrupt practice' means the offering, giving, receiving, or soliciting, directly or indirectly, of anything, of value to influence the action of any IITK official or any other person involved in any procurement or in contract execution;
- 'fraudulent practice' means a misrepresentation or omission of facts in order to influence a procurement or the execution of a contract.

4.2 In pursuance of this requirement, the IITK will:

- Reject a Bid if it determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract;
- Terminate a contract if it determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, and in executing, the contract;
- Declare the Bidder ineligible, either indefinitely or for a stated period of time, from being awarded any contract by the IITK if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, the contract.

5. BIDDER'S RESPONSIBILITIES

5.1 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a Bid substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

5.2 The Bidder shall bear all costs associated with the preparation and submission of its Bid, including costs relating to contract award, and the IITK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

5.3 Bidders must familiarize themselves with local conditions and take them into account in preparing their Bids. To obtain information on the assignment, technical requirements, and on the local conditions, Bidders are encouraged to attend, at their own cost and risk, a pre-bid meeting/-site visit, if one is specified in the Bidding Data Sheet. Attending the pre-bid meeting/on-site visit is optional.

6. ONE BID PER BIDDER

6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub-firm) shall cause all Bids with the Bidder's participation to be disqualified.

7. LANGUAGE OF BID

7.1 Unless another governing language is specified in Section II, Bidding Data Sheet, the governing language in respect to the Bid prepared by the Bidder as well as all correspondence and documents relating to the Bid exchanged between the

Bidder and the IITK shall be English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in the governing language, in which case, for purposes of interpretation of the Bid, the translation shall govern.

8. CLARIFICATION OF BIDDING DOCUMENTS

8.1 Any prospective Bidder requesting any clarification on any contents in the Bidding Documents may notify the contact person of the IITK stated in the cover note to these Bidding Documents in writing.

8.2 The IITK will issue a clarification note in respect to any, in the opinion of the IITK, reasonable request for clarification on the contents in the Bidding Documents, which it receives no later than seven (7) calendar days prior to the deadline for the receipt of Bids.

8.3 Such clarification note, containing the IITK's response and a description of the contents of the query but without identifying the source thereof, shall be uploaded under the relevant procurement notice on the IITK's web-site at www.iitk.ac.in under <http://www.iitk.ac.in/new/tenders-notice>.

9. AMENDMENTS TO BIDDING DOCUMENTS

9.1 At any time prior to the deadline for the receipt of Bids, the IITK may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment which will be published under the relevant procurement notice on the IITK's web-site at www.iitk.ac.in under public notice.

9.2 All prospective Bidders are advised to regularly visit the IITK web-site to view any amendment made to the Bidding Documents. **The amendments issued pursuant to ITB Articles 8.3 and 9.1 will be binding on the Bidders.** The IITK will assume neither responsibility nor liability for the Bidder's non-familiarity with any amendment issued pursuant to any provision herein.

9.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the IITK may extend the deadline for the receipt of Bids.

10. DOCUMENTS COMPRISING THE BID

10.1 The Bid prepared by the Bidder shall comprise the Forms contained in Section III - Technical Bid Forms, Section IV - Price Bid Form and Section V - Commercial Terms and Conditions, duly completed and signed by the Bidder and any other documents and/or information specified in the Bidding Data Sheet.

11. ALTERNATIVE BIDS

11.1 Unless otherwise specified in Section II, Bidding Data Sheet, alternative Bids shall not be considered.

12. BID PRICES

12.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Bid Price of the offered Services.

12.2 The Bidder's separation of price components will be solely for the purpose of facilitating the comparison of Bids by the IITK and will not in any way limit the IITK's right to contract on any of the terms offered.

12.3 All non-exempt duties, taxes, and other levies payable by the Firm under the Contract / Purchase Order, or for any other cause shall be included or indicated separately in the rates, prices, and total Bid price submitted by the Bidder.

13. BID CURRENCY

13.1 Unless otherwise specified in Section II, Bidding Data Sheet, the unit rates and prices shall be quoted by the Bidder entirely in INR

14. BIDDER'S QUALIFICATION

14.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Qualification Information Form and other relevant documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its Bid is accepted.

14.2 The Bidder shall furnish as part of its Bid the documentary evidence establishing to the IITK's satisfaction the Bidder's conformity with qualifications and eligibility requirements specified in the Bidding Documents. Such documentary evidence shall establish that:

- (a) in the case of a Bidder offering to supply the Services under the Contract, the Bidder is duly authorized to provide such Services;
- (b) the Bidder has the financial, technical, and professional capability necessary to perform the Contract;
- (c) in the case of a Bidder not doing business within Kanpur where the Services will be delivered, the Bidder has or will (if awarded the Contract) establish an office in Kanpur fully equipped and be able to carry out the Firm's obligations.

15. CONFORMITY OF SERVICES

15.1 Pursuant to ITB Article 10, the Bidder shall furnish, as part of its Bid, the Bid Forms and other

relevant documents establishing that its offered Services and associated services conform to the Bidding Documents.

15.2 The documentary evidence of conformity of the offered Services and associated services to the Bidding Documents may be in the form of literature, drawings, printed materials, and data, and may include but not be limited to:

- (a) an item-by-item commentary establishing that the Services and services offered by the Bidder conform with the prescribed Technical Specifications and Schedule of Requirements, Section IV, demonstrating their substantial responsiveness, or a statement of deviations and exceptions to the provisions of the Technical Specifications and Schedule of Requirements;
- (b) as necessary, a detailed description of the essential technical and performance characteristics of the offered Services and associated services, including but not limited to information etc. as may be specified in Section IV, Technical Specifications and Schedule of Requirements.

15.3 Section IV, Technical Specifications and Requirements, contain the minimum technical specifications and requirements prescribed by the IITK. For the purpose of the commentary and description required by this ITB Article 15, the Bidder shall confirm that the technical specifications and standards of its offered Services and associated services, as a minimum, comply with the requirements of the Bidding Documents. The Bidder has to demonstrate, to the IITK's satisfaction, that such offered Services and associated services ensure substantial responsiveness to the requirements specified in the Bidding Documents.

16. PERIOD OF VALIDITY OF BIDS

16.1 Unless otherwise specified in Section II, Bidding Data Sheet, bids shall remain valid for a period of 90 days after the deadline for the receipt of Bids. A Bid valid for a shorter period shall be rejected by the IITK as non-responsive.

16.2 In exceptional circumstances, the IITK may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Security provided under ITB Article 17 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will not be required nor permitted to modify its Bid.

17. BID SECURITY

17.1 If specified in Section II, Bidding Data Sheet, the Bidder shall furnish, as part of its Bid, a Bid Security in the amount specified in Section II, Bidding Data Sheet.

17.2 The Bid Security is required to protect the IITK against the risk of Bidder's conduct, which would warrant the Bid Security's forfeiture, pursuant to ITB Article 17.7.

17.3 If provided therefore under ITB Article 17.1, the Bid Security shall be denominated in INR and shall be in the form of a bank transfer drawn in favour of "IIT Kanpur".

17.4 Any Bid not secured in accordance with ITB Articles 17.1 and 17.3 will be rejected by the IITK as non-responsive, pursuant to ITB Article 26.4.

17.5 Unsuccessful Bidders' Bid Securities will be discharged or returned as promptly as possible, but not later than thirty (30) calendar days after the date of expiration of the bid validity period prescribed by the IITK pursuant to ITB Article 16.

17.6 The successful Bidder's Bid Security will be discharged upon such Bidder signing the Contract / accepting the Purchase Order and furnishing the Performance Security, if applicable, pursuant to ITB Articles 33 and 34.

17.7 The Bid Security may be forfeited:

- (a) if the IITK determines, on the basis of objectively verifiable evidence, that such Bidder has provided materially false or misleading information to the IITK;
- (b) if a Bidder (i) withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Submission Form, or (ii) does not accept the correction of errors pursuant to ITB Article 26.2; or
- (c) in the case of a successful Bidder, if the Bidder fails or refuses (i) to sign the Contract in accordance with ITB Article 34.2; or (ii) to furnish a Performance Security in accordance with ITB Article 35.

18. FORMAT AND SIGNING OF BID

18.1 The Bidder shall prepare an original and the number of copies of the Bid indicated in Section II, Bidding Data Sheet, clearly marking each "ORIGINAL" and "COPY", as appropriate. In the event of any discrepancy between them, the original shall govern.

18.2 The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

18.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

19. SUBMISSION, SEALING AND MARKING OF BIDS

19.1 Bidders may always submit their Bids by mail or by hand. When so specified in Section II, Bidding Data Sheet, Bidders shall have the option of submitting their Bids electronically and/or by facsimile. Bidders submitting their Bids by email or facsimile shall follow the procedures specified in Section II, Bidding Data Sheet. Bids must be properly secured and sealed. The bidders shall submit the completed Section III - Technical Bid Forms (comprising *inter-alia* the specification of the products / services being offered, past experience of similar supplies, financial turnover, profile of their firm, and, all other information and / or evidence, *except price*, asked for by IITK in the Section II, Bidding Data Sheet. Any deviations from the commercial (delivery, payment etc.) terms set out in the ITB shall also be brought out by the bidder in the Technical Bid. In addition, the bidders shall also sign and stamp each page of Section V – Commercial Terms and Conditions, as confirmation of their acceptance to the terms and conditions contained therein and submit it along with the completed Technical Bid Forms in a separate envelope clearly marked "**Technical Bid**".

19.1a The Section IV - Price Bid Form shall contain the pricing terms corresponding to the Technical Bid and shall be submitted in a separate sealed envelope clearly marked "**Price Bid**".

19.1b Bidders may deposit their Bids (both Technical Bid and Price Bid, in two separate sealed envelopes, marking envelope as Technical Bid and Price Bid respectively and then put these two envelopes in one big envelope marked with the tender number and closing date) in the tender box provided for the purpose at the office of DR (S&P) or mailed to:

**Deputy Registrar (S&P)
Indian Institute of Technology Kanpur,
Ground Floor – Central Stores Building
Kanpur – 208 016, UP, India**

Tender Title: Preparation of half-yearly and annual accounts for the financial years 2016-17, 2017-18 & 2018-19, and, deployment of two qualified chartered accountants on full-time basis to IITK

Tender Number: IITK/F&A/ACCRUAL/2016-17/001

19.1c Bids will only be received at the location nominated above.

19.2 The inner and outer envelopes shall:

- (a) be addressed to the IITK at the address indicated in 19.1b above.
- (b) bear the IITK Bidding Reference Number and Title indicated in the cover note to these Bidding Documents, and a statement: "**DO NOT OPEN**

BEFORE”, to be completed with the deadline for the receipt of Bids pursuant to ITB Article 20.

19.3 All inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late” or the Bid is validly withdrawn by the Bidder.

19.4 If the outer envelope is not sealed and marked as required by ITB Article 19.2, the IITK will assume no responsibility for the misplacement or premature opening of the Bid.

20. DEADLINE FOR THE RECEIPT OF BIDS

20.1 Bids must be received by the IITK at the address and no later than the time and date specified in the cover note to the Bidding Documents.

20.2 The IITK may, at its discretion, extend the deadline for the receipt of Bids by amending the Bidding Documents in accordance with ITB Article 9, in which case all rights and obligations of the IITK and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. LATE BIDS

21.1 Any Bid received by the IITK after the deadline for receipt of Bids prescribed by the IITK pursuant to ITB Article 20 will be rejected and returned unopened to the Bidder.

22. WITHDRAWAL, MODIFICATION AND SUBSTITUTION OF BIDS

22.1 The Bidder may withdraw, modify or substitute its Bid after the Bid’s submission, provided that written notice of the withdrawal, modification or substitution is received by the IITK prior to the deadline prescribed for the receipt of Bids.

22.2 The Bidder’s withdrawal, modification or substitution notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of ITB Article 19, with the outer and inner envelopes additionally marked “**WITHDRAWAL**”, “**MODIFICATION**” or “**SUBSTITUTION**,” as appropriate.

22.3 No Bid may be substituted or modified after the deadline for receipt of Bids.

22.4 No Bid may be withdrawn in the interval between the deadline for receipt of Bids and the expiration of the period of Bid validity specified in the cover note of these Bidding documents, or as extended pursuant to ITB Article 20.2. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid Security, pursuant to ITB Article 17.7 (b).

23. OPENING OF BIDS

23.1 In general, the IITK Tender Formulation & Evaluation Committee (TFEC) will open all Bids in the presence of the Bidders choosing to present themselves at Bid Opening. IITK will open all Bids, including modifications and substitutions pursuant to ITB Article 22, in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in Section II, Bidding Data Sheet. Any specific opening procedures required if submission of Bids by email and/or by facsimile is permitted in accordance with ITB Article 19.1 shall be as specified in Section II, Bidding Data Sheet. The Bidders’ representatives who are present shall sign a register evidencing their attendance.

23.2 First, envelopes marked “**WITHDRAWAL**” shall be opened and read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Article 22.1 shall not be opened and shall be returned unopened. Next, envelopes marked “**SUBSTITUTION**” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. Envelopes marked “**MODIFICATION**” shall be opened and read out with the corresponding Bid. Only envelopes that are opened and read out at Bid opening shall be considered further.

23.3 All other envelopes shall be opened one at a time, reading out: The Bidders’ names, Bid prices, (in the case of Price Bid opening) discounts, and the presence or absence of requisite Bid Security and such other details as the IITK, at its discretion, may consider appropriate, will be announced at the Bid Opening. No Bid shall be rejected at the Bid Opening, except for late Bids, which shall be returned unopened to the Bidder pursuant to ITB Article 21.

23.4 The Bids (including modifications and substitutions sent pursuant to ITB Article 19.2) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

24. CONFIDENTIALITY

24.1 If any Bidder wishes to contact the IITK on any matter related to its Bid, it should do so in writing.

24.2 Any effort by a Bidder to influence the IITK in its decisions on Bid evaluation, Bid comparison, or Contract Award may result in the rejection of the Bidder’s Bid.

25. CLARIFICATION OF BIDS

25.1 During evaluation of the Bids, the IITK may ask any Bidder for a clarification of its Bid. The request for clarification and the response shall be in

writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted. Failure by any Bidder to timely and duly respond to a request for clarification may result in the rejection of its Bid.

26. PRELIMINARY EXAMINATION

26.1 The IITK will examine the Bids to determine whether they are complete, whether any computational or arithmetical errors have been made, whether a Bid Security, if required, has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected unless in the opinion of the IITK there is an obviously gross misplacement of the decimal point in the unit price, in which case the line item total as quoted will govern, and the unit rate will be corrected. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. The amount stated in the Bid will be adjusted by the IITK in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Article 17.7.

26.3 The IITK may waive any minor informality, nonconformity, or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.4 Prior to the detailed evaluation, the IITK will determine the substantial responsiveness of each Bid to the Bidding Documents. For purposes of these articles, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, will be deemed to be a material deviation.

26.5 If a Bid is not substantially responsive, it will be rejected by the IITK and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

27. CURRENCY FOR BID EVALUATION

27.1 Unless otherwise specified in accordance with ITB Article 13.1, Bids shall be evaluated as quoted in the currency of the INR. In the event, (i) the IITK has permitted Bids in currencies other than the INR, and (ii) valid Bids have been received

containing several currency options, the exchange rate to be applied by the IITK shall be the rate of exchange it follows on the date of opening of the Price Bids.

28. EVALUATION AND COMPARISON OF BIDS

28.1 The IITK will first evaluate and compare Technical Bids, which have been determined to be substantially responsive, pursuant to ITB Article 26.

28.2 The IITK will then compare the quoted Bid prices of the technically compliant bids.

28.3 The IITK's evaluation of a Bid may take into account, in addition to the Bid price, other factors as specified in Section II, Bidding Data Sheet.

28.4 The lowest or any tender will not necessarily be accepted.

28.5 The IITK reserves the right to conduct post tender negotiations with one or more selected Bidders regarding any aspect of the contract.

Bidders may be obliged to establish reasonableness of their quote notwithstanding that their quote is the most competitive of all the bids received. This may require bidders sharing with the IITK TFEC copy(ies) of invoices raised on other customers, comparable to IITK in size and scope of purchase, for the Services under consideration in this tender.

28.6 Bidders will be responsible for all costs associated with the attendance of their company officers as may be required during the tender assessment phase for the purpose of discussion or negotiations with the IITK.

29. AWARD CRITERIA

29.1 Subject to ITB Articles 34 and 35, the IITK will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

30. IITK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

30.1 The IITK reserves the right at the time of award to increase or decrease the quantity of Services originally specified in the Bidding Documents without any change in unit price or other terms and conditions.

31. IITK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

31.1 The IITK reserves the right to accept or reject any Bid, and to annul, in whole or in part, or to

suspend the Bidding process and reject all Bids at any time and without reason prior to award, without thereby incurring any liability to the affected Bidder or Bidders.

32. NOTIFICATION OF AWARD

32.1 Prior to the expiration of the period of Bid Validity, the IITK will notify the successful Bidder in writing, e.g. by facsimile or registered letter, that its Bid has been accepted.

33. LETTER OF INTENT

33.1 At the same time as or after the IITK notifies the successful Bidder that its Bid has been accepted, the IITK will send the successful Bidder two original signed and stamped sets of the Letter of Intent (LOI).

33.2 Upon receipt by the IITK of one original set of signed and stamped LOI and the furnishing of a Performance Security (if one is required), in form and content acceptable to the IITK in accordance

with ITB Article 34.1, the IITK shall notify the unsuccessful Bidders.

34. PERFORMANCE SECURITY

34.1 Within seven (7) calendar days of the date of notification of award by the IITK, the successful Bidder shall furnish a Performance Security in an amount, form and format as provided for in the Section II, Bidding Data Sheet.

34.2 Failure of the successful Bidder to comply with the requirement of ITB Article 34.1 and ITB Article 33.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the IITK may make the award to the next lowest evaluated Bidder or call for new Bids.

35. PURCHASE ORDER

35.1 IITK will follow its LOI with a firm Purchase Order on receipt of the required Performance Security.

Section II - BIDDING DATA SHEET

Note to Bidders: This Bidding Data Sheet should be read in conjunction with Section I “Instructions to Bidders”.

Instructions to Bidders		Amendment / Modification of Relevant Article in the Instructions to Bidders.
ITB Article	Description	
5.3	Pre-Bid Meeting/ On-Site Visit	A pre-bid meeting/on-site visit will not be held.
7.1	Governing Language	The language of the Bid and all correspondence and documents exchanged between the Bidder and the IITK shall be <i>English</i> .
10.1	Eligibility Conditions and Other Documents Comprising the Bid (Technical Bid and Price Bid to be submitted in separate sealed envelopes; please refer to clause 19 of Section I for details)	<p>In addition to the mandatory documents comprising the Bids as stated in ITB Article 10.1, the following additional mandatory documents are required:</p> <p>Technical Bid -</p> <ol style="list-style-type: none"> Proof of having electronically deposited Bid Security (refer to 17.1 below). The bidder must be a registered Chartered Accountancy firm having continuous experience of minimum 5 years supported by a certificate from the Institute of Chartered Accountants of India to that effect. The bidder must have a minimum of 5 years’ experience in accrual accounting space providing satisfactory similar service i.e. audit of or maintaining the accounts and preparation of financial statements of any government establishment / public sector undertaking / autonomous body / educational institute of repute / large reputed organization in the private sector, on accrual accounting principles. Experience with accounts prepared on cash basis alone shall not count. The bidder should have successfully completed at least three similar assignments of Rs. 20 lakhs each or two similar assignments of Rs. 30 lakhs each or one similar assignment of Rs. 40 lakhs in the immediate preceding five years. In support of the above, a list of the clients (please refer to Section III-E), copies of Work / Purchase Orders received, and certificate of satisfactory completion of the assignment(s) are to be enclosed. The bidder should have qualified human resources for executing the services successfully. The bidder should enclose a list of the numbers of fellow and associates partners with their name, designation, qualifications / certificates, number of years with the firm, and present place of posting. A one-page resume each of the employees / fellows / partners who will be assigned to the contract with IITK should also be enclosed. Two qualified chartered accountants who will be deputed on full-time basis should be clearly identified and their detailed resume and copies of their certificates etc. should also be enclosed. The bidder should be competent to comply with all legal obligations in connection with the contract. Average annual financial turnover of the bidder should be at least Rs.15 (Fifteen) lakhs during the preceding 3 (three) years i.e. 2013-14, 2014-15 and 2015-16 or 2012-13, 2013-14 and 2014-15 (if audited financials of 2015-16 are not yet available). Certified copies of audited financial statements for these years should be enclosed.

		<p>h. The bidder must have registered under the Service Tax Act and Income Tax Act. Certified copies of PAN, Service Tax registration certificate should be enclosed.</p> <p>i. The bidder must have registration / code no. from Kanpur offices of the EPF and ESI departments, if applicable. However, in case of not being so, the successful bidder to whom the contract is finally awarded shall within reasonable time but not exceeding 30 days from the date of Purchase Order, obtain the said code numbers as above.</p> <p>j. All pages of the Invitation to Bid (ITB) document, duly signed with date and seal of the bidder.</p> <p>k. All supporting documents should also be duly signed with date and seal of the bidder.</p> <p>l. Bidders disclosing price in their technical bid may have their submission summarily rejected.</p> <p>Price Bid -</p> <p>This should only have Section IV - Price Bid form duly completed, signed with date and seal of the bidder. Any deviations to the technical specifications, scope of work, commercial terms etc. should only be brought out in the Technical Bid.</p>
11.1	Alternative Bids	Alternative Bids <i>will not be</i> considered.
13.1	Bid Currency	The Bid currency is INR.
16.1	Bid Validity Period	The Bid validity period is ninety (90) calendar days.
17.1	Bid Security	<p>The Bid Security is required: Yes Amount of Bid Security: Rs. 1,00,000 (Rs. One Lakh only) by electronic transfer to the following bank account: Account Name: Registrar, IIT Kanpur Account No.: 10426002137 Bank Name, branch and address: State Bank of India, IIT Kanpur branch, IIT Kanpur, UP – 208 016 IFSC: SBIN0001161</p>
18.1	Number of Copies of Bid Required	One
19.1	Submission of Bids by Email and/or Facsimile	No
23.1	Bid Opening	Bids will be opened in the presence of bidders who choose to present themselves at bid opening: Yes; on 4 Oct 2016 at 1600 hours in the o/o DR (S&P), IIT Kanpur, UP – 208 016.
28.3	Criteria for Bid Evaluation	<p>Criteria for Bid evaluation: <i>Lowest evaluated Bid price from amongst substantially responsive and technically compliant bids.</i></p>
34.1	Performance Security	<p>The Performance Security is required: Yes Amount of Performance Security: 5% of three-year contract value, by electronic transfer to designated bank account of IITK. No other form of Performance Security shall be accepted.</p>

Section III – TECHNICAL BID FORMS

Note to Bidders: It is mandatory that the Bidder duly completes and signs the Bid Submission Form and other forms contained in this Section.

SECTION III – A BID SUBMISSION FORM

Date [*Bidder to insert date*]

Bidding Reference No ()

To: Indian Institute of Technology Kanpur (IITK)

Having examined the Tender No. **IITK/F&A/ACCRUAL/2016-17/001** and any addenda thereof, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **PREPARATION OF HALF-YEARLY AND ANNUAL ACCOUNTS FOR THE FINANCIAL YEARS 2016-17, 2017-18 & 2018-19, AND, DEPLOYMENT OF TWO QUALIFIED CHARTERED ACCOUNTANTS ON FULL-TIME BASIS**, in conformity with the said Bidding Documents for the price(s) quoted in the Price Bid Form in a separate sealed envelope and made part of this Bid.

We agree to abide by this Bid for the Bid Validity Period specified in the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We accept and agree that the terms and conditions of Contract contained in the Bidding Documents will apply to any contract resulting from this bidding exercise.

We represent and warrant that we are not participating, as Bidders, in more than one Bid in this Bidding process.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify and confirm that we comply with the eligibility requirements stated in ITB Article 2 of the Bidding Documents.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Date:

SECTION III – B QUALIFICATION INFORMATION FORM (BIDDER TO SIGN WITH DATE AND PUT HIS SEAL ON THIS FORM)

General Information

1. Name of Bidder:			
2. Street Address:	Postal Code:	City:	Country:
3. P.O. Box and Mailing Address:			
4. Telephone Number:			
5. Fax Number:			
6. E-mail Address:			
7. www Domain:			
8a. Contact Name:			
8b. Contact Title:			
9. Parent Company, if any (full legal name):			
10. Principal subsidiaries, associates, and/or representative(s), if any and relevant to the Services:			
11. Corporate Seal:			
12. Type of Business:			
13. Year Established:			
14. Number of Staff Employed:			
15. Bank account details (Bank name, branch and address, Account number, and IFSC code):			

Financial Information

15. For the last three financial years of the Bidder:			
Year	Net Worth (INR; end of period)	Revenues (INR)	Net Profit (INR)

Experience

16. Contracts of similar scope, scale and volume during the last five years:				
Customer Name and Contact Details	Value (INR)	Year	Services Provided	Location where service provided

Section III C- TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS (Part of Technical Bid) –

Background:

Indian Institute of Technology Kanpur is one of the premier institutions established by the Government of India. The aim of the Institute is to provide meaningful education, to conduct original research of the highest standard and to provide leadership in technological innovation for the industrial growth of the country. The Institute began functioning in the borrowed building of Harcourt Butler Technological Institute in 1959 with 100 students and a small number of faculty. The Institute now has its own sprawling residential campus, about 4,000 undergraduate and 2,371 postgraduate students, 444 faculty and more than 622 officers and staff. The combined record of its past and present faculty and students along with the alumni spread across the world is awe-inspiring. With the path-breaking innovations both in its curriculum and research, the Institute is rapidly gaining a legendary reputation. Not only has the Institute acted as the breeding ground for ideas and talent, it also has recognized and honoured scholars of distinction. The Institute's policy and operating framework strives to keep the above over-arching objectives in view while complying with the requirements laid out by its external stakeholders, regulatory and other agencies.

Financial Management at the Institute:

The Institute has a decentralized financial management structure, organized largely by the primary source(s) of funds. Please visit the document titled 'Financial Management at IITK – 28 Mar 2014' at the following link for more information:

<http://www.iitk.ac.in/new/finance-presentations>

The Institute's Main Account switched to accrual accounting in a significant manner in FY2012-13. All other accounting units however continued to report their financials on cash basis until FY 2014-15. Ministry of Human Resource Development (MHRD), the administrative ministry of the Institute vide its letter no. 29-4/2012-IFD dated 17 April 2015 - copy available with the title 'Revision of Format of Accounts of Central Educational Institutions (CEIs) - MHRD letter dated 17 April 2015' at the following link:

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

- required that FY 2014-15 accounts be reported on accrual basis, and unlike previous years, consolidated accounts of the Institute be also prepared and reported. MHRD also issued comprehensive guidelines, format of accounts, and chart of account with its letter of 17 April 2015, document available with the title 'Formats of Financial Statements for Central Higher Educational Institutions (Annexure to MHRD letter of 17 April 2015)' at the following link:

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

As the guidelines were received after FY 2014-15 was already over, the Institute, with due approval of its Board of Governors (BOG), deferred the exercise to FY 2015-16. The unaudited FY 2015-16 accounts are in compliance with MHRD letter of 17 April 2015 – copy of the accounts available with the title '2015-2016 Consolidated and Individual Accounts (unaudited)' and can be accessed at the following link:

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

Finance & Accounts Section:

The Finance & Accounts Section, led by the Finance Officer of the Institute, is, among other responsibilities, charged with:

- a. financial reporting of the Main Account (Account I) (with stand-alone financial reporting of some constituents of the Main Account: Visitors' Hostel, Petrol Pump, Campus School); New Pension Scheme (NPS) Account, Provident Fund Account, Post-Retirement Medical Scheme (PRMS) Account; and

- b. consolidation of accounts of other Accounts (accounting units) - Projects Account (Account II), Research & Development (R&D), Endowment Fund, Joint Entrance Examination (JEE), Graduate Aptitude Test of Engineering (GATE), Joint Admission Test for M.Sc. (JAM), Hall Management, Fund Hall Management, Pension Hall Management, Students' Gymkhana, Students' Activities, Student Benevolence Fund (SBF) and Dean's Capital Fund - into Institute accounts.

Scope of work:

The contract is essentially for providing services as mentioned in the table below:

S. No.	Brief Description of Services	Compliance Remarks <i>(The Bidders are required to put item-by-item commentary demonstrating compliance with or a statement of deviations from the requirements.)</i>
1.	<p>Preparation of FY 2016-17, 2017-18 and 2018-19 half-yearly financial statements of the Institute which includes the following:</p> <ol style="list-style-type: none"> a. Verification of all entries passed during the period confirming dual entry system. b. Verification of entries in Ledger Accounts. c. Verification of Interest bearing advances of staff. d. Verification of other staff advances. e. Verification of Realization and payment of statutory dues. f. Assessment and provisioning of liabilities both against POs and other payments. g. Adjustment of previous year liabilities provided. h. Identification and Capitalization of Fixed Assets and reconciliation with Stores & Purchase. i. Inter-Account Reconciliation. j. Checking of bank Reconciliation. k. Verification of Trial Balance. l. Preparation of financial statements comprising Significant Accounting Policies, Statement of Income & Expenditure, Balance Sheet, Cash Flow Statement, Receipts and Payments Account, and Schedules & Annexures forming part thereof, and Notes on Accounts, in the format presently followed by the Institute; please refer to Institute's unaudited FY2015-16 accounts consolidated as well as for individual accounting units titled '2015-2016 Consolidated and Individual Accounts (unaudited)' available at the following link: http://www.iitk.ac.in/new/annual-accounts <p>The financial statements so prepared shall reflect true and fair view of the financial position as at 30 September and of its financial performance and its cash flows for the half-year then ended. Institute presently comprises the following Accounts:</p> <ol style="list-style-type: none"> i. Main Account (Plan & Non-Plan) <i>[also called Account I]</i> ii. Visitors' Hostel (Guest House) Account iii. Petrol Pump Account iv. Campus School Account v. Provident Fund Account vi. New Pension Account vii. PRMS Account viii. JEE Account ix. GATE Account x. JAM Account xi. Dean's Capital Fund Account 	

	<ul style="list-style-type: none"> xii. Students' Gymkhana Account xiii. Hall Management Account xiv. Fund Hall Management Account xv. Pension Hall Management Account xvi. Students' Activities Fund Account xvii. Student Benevolence Fund (SBF) Account xviii. Endowment Fund Account xix. Projects [<i>also called Account II</i>] Account xx. R&D Fund Account 	
2.	<p>Preparation of FY 2016-17, 2017-18 and 2018-19 annual financial statements of the Institute which includes the following:</p> <ul style="list-style-type: none"> a. Verification of all entries passed during the period confirming dual entry system. b. Verification of entries in Ledger Accounts. c. Verification of Interest bearing advances of staff. d. Verification of other staff advances. e. Verification of Realization and payment of statutory dues. f. Assessment and provisioning of liabilities both against POs and other payments. g. Adjustment of previous year liabilities provided. h. Identification and Capitalization of Fixed Assets and reconciliation with Stores & Purchase. i. Inter-Account Reconciliation. j. Checking of bank Reconciliation. k. Applying Depreciation on Fixed Assets. l. Verification of Trial Balance. m. Responding to CAG's observations on the annual accounts in all aspects. n. Preparation of financial statements comprising Significant Accounting Policies, Statement of Income & Expenditure, Balance Sheet, Cash Flow Statement, Receipts and Payments Account, and Schedules & Annexures forming part thereof, and Notes on Accounts, in the format presently followed by the Institute; please refer to Institute's unaudited FY2015-16 accounts consolidated as well as for individual accounting units titled '2015-2016 Consolidated and Individual Accounts (unaudited)' available at the following link: http://www.iitk.ac.in/new/annual-accounts <p>The financial statements so prepared shall reflect true and fair view of the financial position as at 31 March and of its financial performance and its cash flows for the year then ended. Institute presently comprises the following Accounts:</p> <ul style="list-style-type: none"> i. Main Account (Plan & Non-Plan) [<i>also called Account I</i>] ii. Visitors' Hostel (Guest House) Account iii. Petrol Pump Account iv. Campus School Account v. Provident Fund Account vi. New Pension Account vii. PRMS Account viii. JEE Account ix. GATE Account x. JAM Account xi. Dean's Capital Fund Account xii. Students' Gymkhana Account xiii. Hall Management Account xiv. Fund Hall Management Account 	

	<p>xv. Pension Hall Management Account</p> <p>xvi. Students' Activities Fund Account</p> <p>xvii. Student Benevolence Fund (SBF) Account</p> <p>xviii. Endowment Fund Account</p> <p>xix. Projects [<i>also called Account II</i>] Account</p> <p>xx. R&D Fund Account</p>	
3.	<p>Consolidation of accounts of individual accounting units as listed above to prepare consolidated:</p> <p>a. half-yearly Institute financial statements; and</p> <p>b. annual Institute financial statements.</p>	
4.	<p>The successful bidder shall depute two fully qualified Chartered Accountants (CAs) on full-time basis at IITK premises. These CAs shall report directly to the Assistant Registrar (AR) (F&A I) and AR (F&A II), and have the role description as set out below.</p> <p>a. CA1 reporting directly to AR (F&A I) who is charged with Financial Planning (Budgeting), Financial Reporting, and Banking Operations:</p> <ul style="list-style-type: none"> • Liaises with internal stakeholders to identify their information needs and ensures that financial management reports fulfil these requirements and are complete and accurate; • Provides the necessary financial information to facilitate strategic managerial decision-making; • Preparation of half-yearly and annual financial statements and getting these signed-off by the concerned section's officer-in-charge and Head of Section, and preparing for and facilitating the year-end audit under tight timelines. Maintains strong relationships with the external auditors to ensure operational effectiveness and positive audit-management relations. Ensures year-end audits are coordinated effectively and that all issues raised by the auditors are appropriately responded to in an effective and timely manner; • Attends all formal meetings with the External Auditors; • Advises the AR (F&AI) of any concerns or complications that may arise or be identified in internal and external audits, and propose solutions; • Ensures preparation of timely and accurate financial statements / reports, including reports through the AR (F&AI), DR (F&A) and the Finance Officer, to the Board of Governors and its Standing Committees, and answers information requests/enquiries as required; • Meets monthly cash / bank reconciliation and financial reporting obligations and ensures that reporting deadlines are met; • Ensures compliance with financial accounting standards, reporting and filing requirements, statutory legislation, and related business practices; • Is integrally involved in the ongoing identification and rating of financial risks, develops mitigation strategies, monitors these risks, and executes tactics and alerts AR (F&A I) when new risks emerge or the status of a known risk changes; and • Trains identified IITK staff to progressively discharge the above responsibilities without any external guidance. 	

	<p>b. CA2 reporting directly to AR (F&A II) who is charged with Financial Operations:</p> <p>Assist the AR (F&A II) in:</p> <ul style="list-style-type: none"> • Providing effective stewardship for the financial operations of Main (Account I) Account in particular and IITK in general; • Effectively managing financial operations at all levels, and ensuring services are provided in a positive, proactive, effective, and timely manner; • Management of IITK’s financial systems and information, and ensuring proper internal controls and processes are in place to safeguard information and IITK assets; • Monitoring and ensuring compliance with all institutional and financial services related policies, procedures, processes, and related internal controls; • Resolving complex or sensitive financial operations’ issues; • Ensuring effective communication within F&A II units, as well as between F&A II unit and key stakeholder groups and divisions that F&A II unit works with on a regular basis; • Performing his role as a key financial signing officer, exercising authority and responsibility for the approval of disbursements pursuant to applicable laws, statutory requirements and IITK policies; and • Working collaboratively with other IITK sections, in particular office of Dean of Faculty Affairs (DOFA), Stores & Purchase, Administration, Computer Center, Automation unit, and Institute Works Department (IWD) to ensure financial systems and operations are maintained and managed effectively. • Actively participates in applicable IITK committees and groups. Attends applicable or required meetings with the Service Tax and Income Tax consultants; • Manages special assignments and projects, related to opportunities to implement changes to systems, services, procedures, and processes under management of F&A section. • Ensures that financial transactions are carried out in an accurate, timely and efficient manner, compliant with all relevant laws, statutory provisions and IITK policies, and financial records so created are reliable, accurate, and secure and that data integrity is maintained; • Ensures appropriate financial policies, procedures, and internal controls exist, remain up-to-date, and are operating effectively; • Provides AR (F&A II) with timely advice and information to help resolve important financial matters or to mitigate risks; • Is integrally involved in the ongoing identification and rating of financial risks, develops mitigation strategies, monitors these risks, and executes tactics and alerts AR (F&A II) when new risks emerge or the status of a known risk changes; and • Trains identified IITK staff to progressively discharge the above responsibilities without any external guidance. <p>In addition, the two CAs - CA1 and CA2 – shall, on behalf of the successful bidder, assume primary responsibility for ensuring accurate, timely and efficient provision of services as outlined in paras 1, 2 and 3 above.</p> <p>IITK shall provide both the CAs with adequate office and storage space, stationery, dedicated computers, access to printers and other required office equipment, and email as well as internet access.</p> <p>Any replacement of initially deputed CAs shall require prior written approval of IITK.</p>	
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Other terms and conditions:

#	Description	Compliance Remarks <i>(The Bidders are required to put item-by-item commentary demonstrating compliance with or a statement of deviations from the requirements.)</i>
5.	<p>Delivery terms: Service # 1 – by 31 October Service # 2 – by 30 April Service # 3a – by 15 November Service # 3b – by 15 May Service # 4a and 4b – on ongoing basis, with all monthly targets of reconciliations, financial reporting etc. met by 7th of the following month.</p>	
6.	<p>Payment terms:</p> <p>6.1 IITK shall make payment within thirty (30) Days of the later of:</p> <p>(a) successful delivery of the Services to IITK as confirmed by the consignee: AR (F&A I) for services #1, 2, 3a, 3b and 4a, and AR (F&A II) for service # 4b (Services as described in Section III-C Scope of Work); endorsed by DR (F&A); and approved by the Finance Officer;</p> <p>(b) receipt of final CAG report on annual financial statements (applies to Service# 2 and 3b only); and</p> <p>(c) receipt of the original invoice issued by the Firm.</p> <p>6.2 All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Services delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the IITK, a separate invoice shall be submitted for each service under the Contract / PO. Subject to Clause 11 of Section V ('Tax Exemption'), if applicable, the Service Tax amount shall be separately identified in the invoice.</p> <p>6.3 Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.</p> <p>6.4 The IITK shall not pay any charge for late payments.</p>	
7.	<p>Penalties:</p> <p>If, in accordance with clause 14 of Section V, the IITK imposes penalties on the Firm, such penalties shall amount to zero point five percent (0.5%) of the Purchase Order price applicable to the delayed service, for each Day following the initial Delivery Date specified in the Purchase Order but shall not amount to more than one hundred percent (100%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Firm.</p>	

Signature with date and Seal of Bidder: _____

SECTION III –D BIDDER’S AUTHORIZATION FORM

Note to Bidders: This letter of authorization should be on the original letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder.

To: *The IITK*

WHEREAS _____ *[name of the Bidder]* who are established and reputable providers of *accounting services* having offices at:

[cities of presence]

do hereby authorize _____

_____ *[name, designation and address of the firm’s officer]* to submit a Bid, and subsequently negotiate and sign the Contract with you against the Tender No. **IITK/F&A/ACCRUAL/2016-17/001** for the contracted Services.

[Signature for and on behalf of Bidder]

SECTION III –E DETAILS OF WORK EXPERIENCE

Name of the Bidder: _____

S. No.	Client Name & Location	Contract Description (Work assigned)	Contract Value, Rs.	Contract Start date	Contract End date	Whether contract successfully completed (Yes / No)	Name, Address, Telephone Mobile No. of officer to whom reference may be made
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Signature with date and Seal of Bidder: _____

(TENDER NO. IITK/F&A/ACCRUAL/2016-17/001)

SECTION IV - PRICE BID FORM**(NOTE TO BIDDERS: TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED 'PRICE BID'. PLEASE REFER TO ARTICLE 12 OF SECTION I OF THIS ITB FOR MORE DETAILS)**

#	Item (Details as per Section III C – Scope of Work)	Quantity	Unit Price*, (INR) Place of Service (IIT Kanpur)		Total Price*, (INR) Place of Service, (IIT Kanpur)
A.	B.	C.	D.		E = C x D
1.	Preparation of FY 2016-17, 2017-18 and 2018-19 half-yearly financial statements of the Institute	3			
2.	Preparation of FY 2016-17, 2017-18 and 2018-19 annual financial statements of the Institute	3			
3.	Consolidation of accounts of individual accounting units as listed in Section III-C to prepare consolidated half-yearly Institute financial statements	3			
4.	Consolidation of accounts of individual accounting units as listed in Section III-C to prepare consolidated annual Institute statements	3			
		Number	No. of months	Rate per month*, Rs.	Total Price*, (INR) Place of Service, (IIT Kanpur)
F.	G.	H.	I.	J.	K = I x J
5.	Full-time deputation of qualified Chartered Accountant (CA1)	1	36		
6.	Full-time deputation of qualified Chartered Accountant (CA2)	1	36		
GRAND TOTAL PRICE (in figures)					
TOTAL PRICE (in words) _____					

*Including all kinds of charges, taxes, duties, levies, other statutory obligations, surcharge etc. but excluding service tax. Only one unit price / rate should be indicated for a particular service i.e. no variation in unit price / rate from one year to another shall be accepted.

Signature with date and Seal of Bidder: _____

Section V – COMMERCIAL TERMS AND CONDITIONS**1. DEFINITIONS**

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

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

2. CONCLUSION OF THE CONTRACT

2.1 The Contract is made between the IITK and the Firm. The Firm is engaged as an independent firm for the sole purpose of delivering the Services.

2.2 The Contract shall be concluded upon the Firm duly following the countersigning procedure as stated in the IITK Letter of Intent (LOI).

3. FUNDING

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

Signature with date and Seal of Bidder: _____

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

4. DELIVERY AND TAKE-OVER OF SERVICES

The Firm shall provide the Services at IIT Kanpur. On behalf of the IITK, a duly authorised representative(s), shall monitor and / or receive the Services. Take-over of the Services by the IITK shall not be deemed acceptance of the Services by the IITK. The timelines of delivery as specified in the Contract / PO shall be strictly adhered to, and time shall be of the essence.

5. QUALITY OF SERVICES

5.1 The Firm shall provide Services that are:

- a) of the quality, quantity and description as required by the Contract / PO; and
- b) free from any right or claim of a third party, including rights based on industrial property or other intellectual property.

6. INSPECTION AND ACCEPTANCE

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

6.2 Upon delivery and inspection of the Services, the IITK shall inspect the Services as soon as possible and complete the Services Receiving Document. Should any Services fail to conform to the technical specifications, codes and standards under the Contract, the IITK may reject the Services. The Firm shall, at no cost to the IITK, replace the rejected Services or, alternatively, rectify the non-conformity.

6.3 In the case of Services ordered on the basis of specifications, the IITK shall have the right to reject the Services or any part thereof and terminate the Contract if the Services do not conform to the specifications. Nothing in this clause shall in any way release the Firm from any warranty or other obligations under the Contract.

7. INSURANCE

The Firm will arrange, at its own cost, any and all insurance required for meeting its obligations under this contract.

8. OBSERVANCE OF LAW AND LICENCES

The Firm shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of the Contract. If any licence or any other governmental authorisation is required for the Services, it shall be the obligation of the Firm to obtain such licence or governmental authorisation. In the event of the Firm's failure to obtain such licence or authorisation within a reasonable time, the IITK may immediately terminate the Contract. Where the award procedure or execution of the Contract is vitiated by substantial errors or irregularities or by fraud, the IITK shall suspend execution of the Contract.

Signature with date and Seal of Bidder: _____

Where such errors, irregularities or fraud are attributable to the Firm, the IITK may also refuse to make payments or may recover monies already paid, in proportion to the seriousness of the errors, irregularities or fraud. The purpose of suspending the Contract shall be to verify whether presumed substantial errors and irregularities or fraud have actually occurred. If they are not confirmed, execution of the Contract shall resume as soon as possible. A substantial error or irregularity shall be any infringement of a contract or regulatory provision of India, resulting from an act or an omission that causes or might cause a financial loss.

9. PRICE

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

10. PAYMENT

10.1 Unless otherwise stipulated in the Purchase Order, the IITK shall make payment within thirty (30) Days of the later of:

- (a) successful delivery of the Services to IITK as confirmed by the consignee: AR (F&A I) for services #1, 2, 3a, 3b and 4a, and AR (F&A II) for service # 4b (Services as described in Section III-C Scope of Work); endorsed by DR (F&A); and approved by the Finance Officer;
- (b) receipt of final CAG report on annual financial statements (applies to Service# 2 and 3b only); and
- (c) receipt of the original invoice issued by the Firm.

10.2 All invoices shall be in original and shall contain the IITK Purchase Order number, and a description, the quantities, unit and total price(s) of the Services delivered. The currency of invoice and payment shall be as specified in the Purchase Order. Unless otherwise authorised by the IITK, a separate invoice shall be submitted for each service under the Contract / PO. Subject to Clause 11 below ('Tax Exemption'), if applicable, the Service Tax amount shall be separately identified in the invoice.

10.3 Payments shall be made in the currency stated in the Contract / PO, on the basis of the equivalent value of INR on the day of payment and paid directly into the nominated bank account.

10.4 The IITK shall not pay any charge for late payments.

11. TAX EXEMPTION

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

12. WARRANTY

12.1 The Firm warrants that the Services furnished under the Contract shall conform to the technical specifications, description and standards specified in the Contract, and shall be free from any defects and deficiencies.

12.2 The Firm shall continue to remain responsible for the accuracy and quality of the Services provided for a period of three years from the date of acceptance of the Services by the IITK, unless the law mandated period is longer in which case the longer period shall apply.

12.3 Should any portion of the Services, at any time, not comply with clause 5.1 herein or otherwise prove to be deficient and / or defective, the Firm shall, upon written notification from the IITK, make good / replace that portion of the Services and bear all costs associated with the making good / replacement of same.

Signature with date and Seal of Bidder: _____

13. DELIVERY OF SERVICES

13.1 The Services shall be provided in a proper manner and in accordance with the Contract and any statutory requirements and any requirements of the law, Government of India (GOI) and the Comptroller and Auditor General (CAG) of India.

13.2 The Firm shall provide the half-yearly and annual financial statements, both in soft (excel as well as pdf) and hard copy (3 sets). All pages of the hard copy sets shall bear the signature with date and seal of the Firm.

13.3 A full copy set of all working sheets relating to half-yearly and annual financial statements shall also be handed over to the IITK along with the financial statements.

14. DEFAULT AND DAMAGES

14.1 If due to reasons attributable to the Firm, the Firm fails or refuses to:

- (a) provide any or all of the Services under the Purchase Order;
- (b) comply with any or all of the terms and conditions set out in the Purchase Order; or
- (c) provide any or all of the Services under the Purchase Order on or before the Delivery Date;

the IITK may hold the Firm in default under the Purchase Order.

14.2 When the Firm is thus in default, the IITK may, by written notice to the Firm, immediately terminate the Purchase Order in whole or in such part or parts thereof in respect of which the Firm is in default.

14.3 Alternatively to clause 14 above when the Firm is thus in default, the IITK may, at its own discretion, set a reasonable period of time for the Firm to remedy its default. Any new Delivery Date shall be specified in a written amendment to the Purchase Order, duly countersigned by the Firm.

14.4 The IITK may, at its discretion, impose penalties upon the Firm calculated in accordance with clause 15 for each Day the Firm is late in delivering the Services past the Delivery Date initially specified in the Purchase Order.

14.5 If the Firm does not remedy its default within the period of time accorded under clause 16, the IITK may, by written notice to the Firm, terminate the Purchase Order with immediate effect.

14.6 Upon any termination of the Purchase Order, in whole or such part(s) thereof in respect of which the Firm is in default, the IITK may engage another firm to deliver the Services and recover any difference in price and any additional costs from the Firm.

14.7 The Firm shall indemnify the IITK for all losses, charges, costs and expenses, which the IITK may suffer or incur as a result the Firm's default, including those resulting from engaging another firm pursuant to this clause 14.

15. PENALTIES

If, in accordance with clause 14, the IITK imposes penalties on the Firm, such penalties shall amount to zero point five percent (0.5%) of the Purchase Order price applicable to the delayed service, for each Day following the initial Delivery Date specified in the Purchase Order but shall not amount to more than one hundred percent (100%) of the total Purchase Order value. The penalties for the delay may be deducted by IITK from any sum(s) due, or to become due, by the IITK to the Firm.

16. DELAY NOT ATTRIBUTABLE TO THE FIRM

If the Firm is delayed at any time in the delivery of the Services or fulfilment of any other of the

Signature with date and Seal of Bidder: _____

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

17. FORCE MAJEURE

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

18 INDEMNITY

18.1 The Firm shall indemnify, hold and save harmless and defend at its own expense the IITK, and all of the foregoing's officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Firm or its employees, agents or subfirms in the performance of the Contract.

18.2 Clause 18 shall include, without limitation, claims and liabilities in the nature of workmen's compensation and claims and liabilities arising out of the use of patented inventions or devices.

19. ASSIGNMENT

19.1 The Firm shall not assign, transfer, pledge or make other disposition of the Purchase Order or any part thereof or of any of the Firm's rights, claims or obligations under the Purchase Order except with the express written consent of the IITK. Any assignment made without such consent shall be void and of no effect.

19.2 The Firm shall not subcontract any of its obligations under the Contract / PO without the express written consent of the IITK. The IITK may require the Firm to furnish particulars of the proposed subcontract as the IITK deems necessary.

19.3 The IITK's approval of any subcontracting shall not relieve the Firm from any liability or obligation under the Contract. In any subcontract, the Firm agrees to bind the subfirm by the same terms and conditions by which the Firm is bound under the Contract / PO.

20. INSOLVENCY AND BANKRUPTCY

20.1 Should the Firm become insolvent or should control of the Firm change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any other right or remedy available to it, suspend the performance of the Firm's obligations or terminate the Purchase Order with immediate effect, by providing the Firm with written notice thereof.

20.2 Should the Firm be adjudged bankrupt, or should the Firm make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Firm's insolvency, the IITK may, without prejudice to any other right or remedy available to it, terminate the Purchase Order with immediate effect by providing the Firm with written notice thereof.

21. TERMINATION

21.1 The IITK shall have the right to terminate the Purchase Order or any of the provisions thereof at any time by serving fifteen days' notice to the Firm.

Signature with date and Seal of Bidder: _____

22. WAIVER

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

23. ADVERTISING

The Firm shall neither advertise nor otherwise make public the fact that it is a firm to the IITK nor in any way use the name, emblem, logo, official seal, or any abbreviation of the IITK, without prior written consent of IITK.

24. DISCRETION AND CONFIDENTIALITY

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

25. NOTICES

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

- (a) for the IITK: Deputy Registrar (F&A), Faculty Building, IIT Kanpur, Kanpur, UP – 208 016 [e: dr_acct@iitk.ac.in]; and
- (b) for the Firm: the contact details set out in the 'To' named field of the IITK Purchase Order.

26. STAFF MEMBERS NOT TO BENEFIT

The Firm shall not grant to any official of the IITK any direct or indirect benefit or preferential treatment on the basis of the Purchase Order or the award thereof. Any breach of this provision shall constitute a fundamental breach of the Purchase Order.

27. GOVERNING LAW

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

28. SETTLEMENT OF DISPUTES

28.1 The Parties shall use their best efforts to negotiate and amicably settle any disputes, controversies or claims arising out of, or in connection with, the Contract / Purchase Order or its interpretation.

28.2 If the Parties fail to settle the dispute amicably within thirty (30) Days of commencement of the negotiations, the dispute shall be settled through arbitration. One (1) sole arbitrator shall be appointed by the Director of IITK who shall have full powers to make final and binding decisions subject to prevailing laws of India. The appointing authority shall be the Director of IITK. The place of arbitration shall be Kanpur and the language used in the arbitration proceedings shall be English.

28.3 All disputes are subject to jurisdiction of Kanpur courts.

Signature with date and Seal of Bidder: _____

29. PRIVILEGES AND IMMUNITIES

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

30. AMENDMENTS

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

31. VALIDITY

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

32. ENTIRE AGREEMENT

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

33. GOVERNING LANGUAGE

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

Signature with date and Seal of Bidder: _____
