



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

TENDER REFERENCE NO.: IITK/DOSA/HA/2022-23/001

BID SUBMISSION END DATE- 22.08.2022 (11:30 AM)

TENDER DOCUMENTS

For

**APPOINTMENT OF AUDITOR FOR
PRE-PAYMENT AUDIT OF 14 HALLS AND PROVISION OF
AUXILIARY STAFF
FOR PERIOD 01.09.2022 TO 31.08.2023**

BID DOCUMENT

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

Name of Work	“Appointment of Auditor for pre-payment audit of 14 Halls and provision of auxiliary staff for the period 01.09.2022 to 31.08.2023”
Date of Publishing	10 th August 2022
Clarification Start Date and Time	16 th August 2022 (11:00 AM to 01:00 PM)
Clarification End Date and Time	18 th August 2022 (11:00 AM to 01:00 PM)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	10 th August 2022 (05:30 PM)
Last Date and time of submitting of Bids	22 nd August 2022 (11:30 AM)
Date and time of opening of Financial Bids	Will be separately notified to shortlisted/qualified bidders.

Interested parties may view and download the tender document containing the detailed terms & conditions from the website: www.iitk.ac.in/new/tender-notice-dosa.

COMMERCIAL TERMS AND CONDITIONS

1. DEFINITIONS

These Commercial Terms and Conditions shall constitute the General Conditions of Contract, where no separate contract is signed with the selected Bidder(s), and the Bidders by putting their signature and stamp on each page of this Section are binding themselves to these Terms and Conditions. In the Commercial Terms and Conditions 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 Goods and Services / or the IITK Purchase Order (PO), and all attachments incorporated by reference, which shall form an integral part of the Contract. In the event of any discrepancy, the documents to prevail shall be given precedence in the following order: (i) the Contract (where separately signed), (ii) the IITK Purchase Order, (iii) its attachments, and (iv) these Commercial Terms and Conditions.
- b. "Contractor" means the person or entity named in the 'CONTRACTOR' name field of the IITK Purchase Order and any agreed in writing by the IITK legal successor(s) in title;
- c. "Day" means any calendar day;
- d. "Delivery Date" means the latest possible date by which the Goods/ Service shall be delivered by the Contractor to the IITK, as specified in the 'DELIVERY DATE' named field of the IITK Purchase Order;
- e. "Force Majeure" shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under the Contract, was not attributable to error or negligence on their part (or of their partners, contractors, agents or employees), and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as Force Majeure by the defaulting Party. Neither of the Parties shall be held liable for breach of its obligations under the Contract if it is prevented from fulfilling them by Force Majeure. The Party invoking Force Majeure shall notify the other without delay, stating the nature, likely duration and foreseeable effect, and take any measure to minimize possible damage;
- f. "Goods" means all of the goods to be supplied to the IITK by the Contractor under the Contract "Services" means all kind of services Consultancy/Non-Consultancy under the contract;
- g. "IITK" means the Indian Institute of Technology Kanpur;
- h. "IITK Work Order" means the IITK's official Work Order document;
- i. "Party" means the IITK or the Contractor and "Parties" means the IITK and the Contractor; and
- j. "Place(s) of Delivery/Execution" means the location(s) or place(s) where the Goods/Services are to be delivered, as specified in the 'SHIP TO' named field of the IITK Work Order.

2. CONCLUSION OF THE CONTRACT

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

3. FUNDING

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

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

4. DELIVERY AND TAKE OVER OF SERVICES

The firm shall provide services at IIT Kanpur. On behalf of the IITK, a duly authorized representative(s), shall monitor and/ or receive services. Takeover of services by the IITK shall not to be deemed acceptance of the service by IITK.

5. INSPECTION AND ACCEPTANCE

- 5.1 The duly authorized representative(s) of the IITK shall have the right, before payment, to inspect the Services received. The Firm shall provide all facilities for such inspection. The IITK may issue a written waiver of inspection. Any inspection carried out by representative(s) of the IITK or any waiver thereof shall be without prejudice to other provisions of the Contract concerning obligations assumed by the Firm, including specifications of the Services.
- 5.2 Upon delivery and inspection of the Services, the IITK shall inspect the Services as soon as possible and complete the Services Receiving Document.
- 5.3 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

6. PAYMENT

- 6.1 Unless otherwise stated in the Work Order, the IITK shall make payment within fifteen (15) days after the submission of Invoice on monthly basis.
- 6.2 All invoices shall be in original and shall contain the IITK Work Order number, and a description, the quantities, unit(s) and total price(s) of the services delivered.
- 6.3 Payments shall be made in INR and paid directly into the nominated bank account.

7. DELIVERY OF SERVICES

- 7.1 The Services shall be provided in a proper manner and in accordance with the Contract.
- 7.2 The Firm shall provide quarterly report in hard copy (3 sets).

8. DEFAULT AND DAMAGES

- 8.1 If due to reasons attributable to the Contractor, the Contractor fails or refuses to:
 - a. Provide any of the services under the Work Order or
 - b. comply with any or all the terms and conditions set out in the work Order.The IITK may hold the Contractor in default under the Work Order.
- 8.2 When the Firm is thus in default, the IITK may, by written notice to the Firm, immediately terminate the work order in whole or in such part or parts thereof in respect of which the Firm is in default.
- 8.3 Alternatively, to clause 8.1 when the Firm is thus in default, the IITK may, at its own discretion, set a reasonable time-period for the Firm to remedy its default.
- 8.4 If the Firm does not remedy its default within the period, as communicated, the IITK

may, by written notice to the Firm, terminate the work order with immediate effect.

8.5 Upon any termination of work 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 service and recover any difference in price and any additional costs from the Firm.

8.6 The Firm shall indemnify the IITK for all losses, charges, cost 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 9.5

9. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

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

10. FORCE MAJEURE

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

11. INDEMNITY

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

12. ASSIGNMENT

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

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

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

13. INSOLVENCY AND BANKRUPTCY

13.1 Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the IITK may with immediate effect and without prejudice to any

other right or remedy available to it, suspend the performance of the Contractor's obligations or terminate the Purchase Order with immediate effect, by providing the Contractor with written notice thereof.

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

14. WAIVER

A waiver of any breach of or default under the Contract/ WO 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.

15. GOVERNING LAW

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

16. SETTLEMENT OF DISPUTES

- 16.1 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 / Work Order or its interpretation.
- 16.2 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.
- 16.3 All disputes are subject to jurisdiction of Kanpur.

17. AMENDMENTS

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

18. VALIDITY

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

19. ENTIRE AGREEMENT

The Contract / Work 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.

20. GOVERNING LANGUAGE

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

Tender document

Sealed quotations are invited from the registered Chartered Accountant Firms by undersigned, for **“Pre-payment audit of 14 halls and provision of front office staff for period ended 01.09.2022 to 31.08.2023”**.

The sealed quotation duly filled should be physically submitted on or before 11:30 hrs, 22nd August 2022 at Room No. 272, Office of the Deputy Registrar, Hall Affairs, c/o DOSA Office, Faculty Building, IIT Kanpur.

Enquiry No. : **IITK/DOSA/HA/2022-23/001**
Description of item : **“Appointment of Auditor for pre-payment audit of 14 halls and provision of auxiliary staff for period ended 01.09.2022 to 31.08.2023”**

Bid publishing date : 10th August 2022
Bid submission closing date : 22nd August 2022 (11:30 AM)
Bid opening date : 22nd August 2022 (04:00 PM)

Details of required Items

Sl. No.	Specifications	Quantity In No.
1	Monthly Pre-payment audit of 14 halls	14 halls/ month
2	Provision of auxiliary staffs for receiving and sorting of documents, record keeping and preparation of documents for presenting before audit.	No. of staff/ month

General Instruction to the Bidder

1. Bidder should sign and seal properly every paper of tender documents as a token of acceptance.
2. Bidder should quote rate only in format provided in Appendix 3. Rates should be in Indian Rupees.
3. Security money @ 3% of the Contract value must be deposited in the form of DD/FDR in favor of “Hall Affairs Account, IIT Kanpur” of Nationalize bank/Reputed Bank payable at Kanpur or electronic transfer to A/C no. 40661957797 State Bank of India. IIT Kanpur, IFSC code: SBIN0001161 by the bidder within 15 days of issue of LOI to the lowest bidder.

Pre-qualification:

1. Firm must be registered chartered accountancy firm and office located at Kanpur as a proof of same certificate issued by ICAI shall be submitted.
2. The bidder must have experience in the field of conducting audit of Halls/ Hostel of students i/ r of Centrally/ state funded institutions.
3. The bidder should be competent to comply with all legal obligations in connection with the contract without letting or sub contacting the service.
4. The bidder must be registered under Income Tax Act. Certified copy of PAN should be enclosed.

Terms & Conditions of the quotations are as under:

1. Enquiry may be sent to email id oic1_dosa@iitk.ac.in and clarification through landline no. 0512-2596866 may be obtained from 16.08.2022 to 18.08.2022 (11:00 AM to 01:00 PM).
2. The Bid should be submitted as per the instruction given in tender document.
3. The Services mentioned in enquiry is and shall be deemed to be only approximate and will not in any manner be binding on the Institute.
4. Other charges, duty, taxes should be clearly mentioned.
5. The rates offered should be exclusive or inclusive taxes. The rates applicable should clearly be specified.
6. Quotation should have validity of at least 90 days from the date of opening.
7. The rates quoted should be in metric units/Nos, otherwise your quotation is liable to be ignored.
8. The right to reject all or any of the quotations and to split up the requirements or relax any or all of the above conditions without assigning any reason is reserved.
9. The bidder should not have been convicted by a Court of Law or indicted by a regulatory authority for any offence against it, should not have been blacklisted due to default in the performance of contract for any purposes and should not have any investigation pending against it or against the Principal Officer of the bidder.
10. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Bidder to inform IIT Kanpur, detailing the conflict in writing as an attachment to this Bid.
11. **Filling up the ‘Tender acceptance letter’ on letter head is mandatory.**
12. Bidder should submit details of Bank Account for the electronic transfer of Payment/Refund of the Security Money, well typed in letter head of the firm with signature and seal of authorized person.
13. Any dispute is subject to Kanpur jurisdiction.

Scope of work:

The contract is essentially for providing services as mentioned below:

1. Conducting pre-payment audit of bills of all 14 halls of IIT Kanpur on regular basis.
2. The firm shall engage staff for receiving and sorting of bills, record keeping and preparation of documents for presenting before audit.

Payment terms:

1. IITK shall make payment on monthly basis on receipt of bill.
2. All invoices shall be in original and shall contain the IITK Work 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.
3. Payments shall be made in INR.
4. The IITK shall not pay any charge for late payments.

TENDER ACCEPTANCE LETTER
(To be given on Letter Head)

Date: _____

To,
The Deputy Registrar
Hall Affairs
IIT Kanpur-208016

Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms/ conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum(s) in its totality/ entirety.
5. I/ We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I/ We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

INFORMATION FORM

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

General Information

1. Name of Bidder:			
2. Street Address:			
3. P.O. box and mailing address:	Postal Code:	City:	Country:
4. Contact No.:			
5. Email Address:			
6a. Contract Name:			
6b. Contract Title:			
7. Bank Account details (Bank name, branch and address, Account number and IFSC code)			

**Yours Faithfully,
(Signature of the Bidder, with Official Seal)**

Financial Bid
(To be given on Letter Head)

Date: _____

To,
The Deputy Registrar
Hall Affairs
IIT Kanpur-208016

Sub: Financial Bid

Sr. No.	Nature of Service	Rate/ month	Total Amount (In Rupees)	Total Amount (In Words)
01	Prepayment Audit of 14 halls (Hall/month)			
02	Provision of staff for auxiliary service (as detailed above) (no. of staff/ month)			
	Add: GST @....			
	Total Value			