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Tender Document
for
Bengaluru City University invites Expression
of Interest (EOI) for Appointment of a
Bengaluru based Chartered Accountants
Firm for conducting Internal Audit,
Finalisation & Certification of Annual
Accountsof Bengaluru City University,
Bengaluru.



Ph. No: 080 – 22131366

Bengaluru City University invites Expression of Interest (EOI) for Appointment of a Bengaluru based Chartered Accountants Firm for conducting Internal Audit, Finalisation & Certification of Annual Accountsof Bengaluru City University, Bengaluru.

<https://www.eproc.karnataka.gov.in>

Dated: 10.02.2021

Tender Schedule

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Introduction

The Bengaluru City University (BCU) has been established by the Government of Karnataka by an act of Karnataka Legislatures and notified vide Gazette Notification No. 34 of 2015 dated: 13th August 2015. The BCU is a city based University located in the Bengaluru city and its headquarters is Central College Campus. The new BCU has inherited the 160-year-old Central College campus at the City Centre, spread across about 45 acres in 3 non-contiguous plots with the stately buildings that are over a100 years old and are an integral part of the city's culture and architecture. It is a prestigious University to engage the city and its young student aspirants in various higher education opportunities for Basic Sciences, Social Sciences and Humanities.

The BCU territorial jurisdiction of 13 assembly constituencies of Bengaluru city such as Shanthinagar, Jayanagar, Yelahanka, Byatarayanapura, Hebbal, Malleshwaram, Shivajinagar, Gandhinagar, Chamarajpet, Chickpet, Basavanagudi, B.T.M Layout and Rajajinagar and all the colleges/institutions coming under these constituencies shall be part of BCU. There are 250 affiliated colleges and about 1 lakh students in BCU. Unlike, other conventional universities, the BCU has got all potential to offer innovative and new generation courses which would provide employment to the students.

Regarding resources of this BCU, the receipts include grants from Government of Karnataka, Government of India, UGC, Research & Project fund from other Agencies, Admission fee, examination fee, Re-valuation Fee & Convocation fee from students, Affiliation fees from colleges & Consultation fees from origination etc and own resources. Hence, Bengaluru City University is invited Expression of interest (EOI) for appointment of a Bengaluru based chartered accountants firm for conducting Internal Audit, Finalization & Certification of Annual Accounts of Bengaluru City University, Bengaluru.

NOTICE INVITING E- TENDER

Bengaluru City University invites Expression of Interest (EOI) for Appointment of a Bengaluru based Chartered Accountants Firm for conducting Internal Audit, finalization and certification of Annual Accounts of Bengaluru City University, Bengaluru.

The Chartered Accountants firm would be required to constitute an independent and competent team of professionals to conduct the Internal Audit of Bengaluru City University, Bengaluru in accordance with the standards/procedure of Internal Audit. The detailed scope of work for Internal Audit tenders are invited from Chartered Accountants Firms (CA Firms) for conducting Internal Audit for the Financial Year 2020-21 & 2021-22. The tenure may be extended further subject to the satisfactory performance of the firm. If performance of the firm is found to be satisfactory and the competent authority of the institute and the Chartered Accountant firm mutually agrees to extend the tenure up to one year. The appointed Chartered Accountant firm shall be required to arrange Internal Audit of Bengaluru City University, Bengaluru.

The internal auditor will be required to conduct the internal audit for the financial year 2020-21 & 2021-22. The interested CA firms may submit their tender through e-Procurement portal of Karnataka Government in the prescribed Proforma provided therein which includes Notice Inviting tender, Eligibility Criteria, Scope of Work, General Terms and Conditions Technical Bid (Experience and Eligibility Criteria) as per **Annexure-I** and the Financial Bid (Professional Fee) as per **Annexure-II**.

The tender documents may be downloaded from website <https://www.eproc.karnataka.gov.in>

The technical bid must contain the technical bid format in prescribed Proforma as per **Annexure-I** with all relevant documents in support of eligibility and experience criteria. The financial bid must contain only the financial bid format as per **Annexure-II**. The financial bid shall include professional fee/charges for all services including expenses for boarding/lodging of staff to be incurred in carrying out the internal audit services specified in financial bid.

The Bengaluru City University will open the financial bid only those bidders who are found technically qualified after evaluation of eligible technical bid as per selection criteria provided. The interested CA firms are advised to read carefully the entire tender document before submitting their tender and the tender documents not received in prescribed format and/or are found to be incomplete in any respect will be summarily rejected.

Any further clarifications can be sought from

**The Finance Officer
Bengaluru City University,
Bengaluru-560001
email-id:-bcuacct@gmail.com
080-22131366**

I. ELIGIBILITY CRITERIA:

1. The Chartered Accountant firm should have an experience of 5 years from the date of establishment or registration of the firm with the Institute of Chartered Accountants of India.
2. Must be a Registered Partnership Firm or Limited Liability of Partnership and produce the proof of the same. At least one partner should be an FCA (Certificate to be uploaded).
3. The Chartered Accountant firm should have its main office at Bengaluru and furnish proof for the same.
4. The Chartered Accountant firm should be empanelled with Comptroller and Auditor General of India.
5. The Chartered Accountant firm should have at least 10 Articles / Articled clerks on the date of tender submission.
6. The Annual turnover of the Chartered Accountant firm shall not be less than Rs.50 Lakhs in each of last three financial years (2016-17, 2017-18 and 2018-19).
7. The Chartered Accountant firm must furnish copy of valid GST registration certificate.
8. Joint Bids shall not be accepted.

II. DOCUMENTS TO BE UPLOADED:

All the documents are mandatory, failure to upload any document will result in disqualification of the bid at technical bid stage only.

1. Firm registration certificate issued for Full Time practice by The Institute of Chartered Accountants of India.
2. Permanent Account Number (PAN) of the firm.
3. GST registration certificate.
4. Income Tax returns of past three financial years (2016-17, 2017-18& 2018-19).
5. Profile of the firm.
6. EMD paid challan.
7. A valid CAG empanelment certificate.
8. Partnership Deed, if applicable.
9. Undertaking to comply with the tender terms and conditions.

III. GENERAL INFORMATION:

1. The word Agreement means a written agreement on a non-judicial stamp paper of Rs.200/- between the Bengaluru City University and the successful tenderer stipulating the terms and conditions governing the tender.
2. The word Work Order means the order issued by the University to the successful tenderer to carry out the awarded work for the prescribed period.
3. Tender shall be valid for 180 days from the date of opening of Financial Bid.

IV. TERMS AND CONDITIONS:

1. The period of appointment shall be for conducting Internal Audit for Two year i.e. for the financial year 2020-21 & 2021-22. However, considering satisfactory work the appointment may be extended for further period of one year with the existing terms and conditions. If extended professional charges shall be as per work order issued for this tender. The Bengaluru City University reserves the right to extend the tenure or terminate the appointment on account of unsatisfactory performance without any notice.
2. The Bengaluru City University will not accept any claim other than professional fee/ charges etc specified in financial bid.
3. All documents uploaded for tender needs to be self attested by any one partner.
4. The successful tenderer shall submit an amount equivalent to 5% of the tender amount as Security Deposit through demand draft or irrevocable bank guarantee in favour of Finance Officer, Bengaluru City University, Bengaluru.
5. The security deposit shall be refunded after 30 (thirty) days of the expiry of the period of the agreement or one month after the final bill is paid whichever is later by adjusting any dues to the University.
6. To prevent disputes and litigations, it shall be accepted as an inseparable part of the agreement that in matters with regard to interpretation of agreement mode of procedure and carrying out the work the decision of the Vice Chancellor shall be final and binding on the Audit Firm.
7. Shall conduct audit on quarterly basis and submit the report.
8. Filing of professional Tax, Income Tax, TDS & GST, any other statutory deductions within stipulated time.
9. If any loss or damage is caused to the University due to non-compliance of the obligations under the agreement by the Audit Firm the Audit Firm shall make good such losses and the University shall be entitled to recover the same from the Audit Firm.
10. Any dispute arising out of the agreement is subject to the jurisdictional courts of Bengaluru.

V. PAYMENT TERMS

Payment will be made by university based on quarterly reports submitted by successful bidder

VI. ARBITRATION

- i. All disputes of difference whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof this contract or the rights touching or concerning the works or the execution or maintenance thereof this contract meaning operating or effect thereof or to rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination fore-closure or breach of the contract (other than those in respect of which the decision of any person is by Contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice to the Tenderer a panel of three names of persons who shall all be presently unconnected with the organization for which the work is executed.

- ii. The Tenderer shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The Appointing Authority shall thereupon without any delay appoint the said person as the sole Arbitrator. If the Tenderer fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the Sole Arbitrator.
- iii. If the Appointing Authority fails to send to the Tenderer the panel of three names as aforesaid within the period specified, the Tenderer shall send to the Appointing Authority a panel of three names of persons who shall also be unconnected with either party. The Appointing Authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the Appointing Authority fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the Tenderer accordingly, the Tenderer shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the Appointing Authority.
- iv. If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever another sole Arbitrator shall be appointed as aforesaid.
- v. The work under the contract shall, however, continue during the arbitration proceedings and no payment due or payable to the Tenderer shall be withheld on account of such proceedings.
- vi. The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.
- vii. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the Award.
- viii. The Arbitrator shall give a separate award in respect of each dispute of difference referred to him.
- ix. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.
- x. The fees, if any, of the Arbitrator shall if required to be paid before the award is made and published be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amounts of costs to be so paid.
- xi. The award of the Arbitrator shall be final and binding on both the parties.
- xii. Subject to aforesaid the provisions of the Arbitration Act, 1940 or any Statutory modification or re-enactment thereof the rules made there under and for the time being in force, shall apply to the arbitration proceeding under this clause.

VII. JURISDICTION

The Contract shall be governed by and constructed according to the laws in force in India. The Tenderer hereby submits to the jurisdiction of the Courts situated at Bengaluru for the purposes of actions and proceedings arising out of the Contract and the courts at Bengaluru only will have the jurisdiction to hear and decide such actions and proceedings.

VIII. FORCE MAJEURE

The University shall not be liable for any failure or delay in performance due to any cause beyond their control including fires, floods, strikes, go-slow, lockout, closure, pestilence, dispute with staff, dislocation of normal working conditions, war, riots, epidemics, political upheavals, Government action, civil commotion, breakdown of machinery shortage of labour, acts, demands or otherwise any other cause or conditions, beyond the control of aforesaid causes or not and the extend the time of performance on the part of the University by the period as may be necessary to enable University to effect performance after the cause of delay will have ceased to exit. The provision aforesaid shall not be limited or abrogated by any other terms of the contract whether printed or written.

IX. EVALUATION OF TECHNICAL BID:

Sl.No.	Marks for Eligibility Criteria	Quantum	Min Marks	Max marks
1.	The Chartered Accountant firm should have an experience of 5 years from the date of establishment or registration of the firm with the Institute of Fellow of Chartered Accountants.	5 to 20 years	20	25
		More than 20 years	25	
2.	Must be a Registered Partnership Firm or Limited Liability of Partnership and produce the proof of the same. At least one partner should bean FCA.	FCA	20	20
3.	The Chartered Accountant firm should have at least 10 Articles /Articled clerks on the date of Tender submission	Up to 10 articles/ Articled clerks.	20	25
		More than 10 Articles/ Articled clerks.	25	
4.	The Annual turnover of the Chartered Accountant firm shall not be less than Rs.50 Lakhs in each of last three financial years(2016-17, 2017-18 and 2018-19).	Not less than 50 Lakhs	25	30
		More than Rs.50 Lakhs	30	
			85	100
			Qualifying Marks	Max Marks

X. SCOPE OF WORK AND COVERAGE OF INTERNAL AUDIT THE YEAR 2020-21 & 2021-22.

The Internal Audit will be carried out in accordance with the Generally Accepted Internal Auditing Principles, It will include tests and controls, as the Internal Auditors feel necessary under the circumstances. The thrust of the internal audit is to achieve qualification free accounts from the point of view of Statutory and Accountant General Auditors. The scope given hereunder is general and includes finalization and certification of Annual Accounts monthly filing Professional Tax, income tax, TDS and GST for all accounting aspects and taxation matters. The major areas to be covered are as under but not limited to the following.

A. INTERNAL AUDIT TO COVER THE AREAS ENSURING THAT:

1. Reconciliation of fee received from students/college for affiliation, admission approval, examination, revaluation and convocation etc., during the block/ year and realized in the University Bank Accounts and differences (+/-).if any
2. Transactions are recorded as per principles of Generally Accepted Accounting Principles and are booked to proper accounting heads.
3. Transactions are in accordance with significant accounting policies of the University and Government rules as applicable from time to time.
4. Utilization of external/Project funds is in accordance with financing agreements & rules.
5. Goods and services have been procured in compliance with prior approval of the competent authority
6. Transactions are duly supported by proper supporting documents.
7. Checking of the maintenance of books of accounts and records and the bank reconciliation statements..
8. Checking of component wise, category-wise and account head wise expenditures.
9. Checking of various taxes/statutory compliance.
10. Monitoring and assisting in creation of Chart of Accounts for development/upgradation.
11. Verification of Trial Balance, Balance Sheet, Income and Expenditure Statement, Receipts and Payment Statement, General Ledgers, Bank Payment Vouchers, Bank Receipts Vouchers and Journal Vouchers in full (100%).
12. Ensuring correctness of classification of expenditure and account/budget head based on the nature of expenditure.
13. Accounting of payments in respect of Scheme related payments and Verification and reconciliation of Investments made by the University.
14. Verification of receipts on account of collection fees from the colleges/students.
15. Bank Reconciliation Statements, TDS Reconciliation and Depreciation Accounting.
16. Suggesting improvements in the existing internal control systems.
17. Verification of transactions with reference to Accounting Policy Statements and Accounting Standards.
18. Suggesting improvements in accounting systems keeping in view the AG audit Para's and audit observations.
19. The successful Bidders on receipt of work order shall mandatorily depute 4 (four) Articles to University. The Chartered Accountant shall visit the University weekly once and update work in progress to Finance Officer.

B. MAINTENANCE OF FINANCIAL BOOKS:

1. Generating the Cash Book & Bank Book regularly.
2. Maintenance and synchronization of records regularly.
3. Verification of Cash Book and Bank Statement regularly at the end of every month.
4. Reconciliation of Fees account of the colleges and students for affiliation, admission enrollment, examination, revaluation, convocation and others fees etc.,
5. Follow up for Purchase of goods & Services and finance management
6. Maintenance of Stock Register/Asset Register, consumable & Non-consumable items.
7. Annual Physical Verification of stocks and Maintenance of Ledger.
8. Maintenance of files & records properly.
9. Payment of Advances to Examination and their timely adjustment.
10. Maintenance of contingent Advance Register & Expenditure Control Register
11. Annual Maintenance Comprehensive Contract for equipment & machinery in various departments of University including servers, Computer, Printers, Fax and Scanner etc.,
12. Sale of waste paper/ disposal of used and unused Answer Books etc.
13. Maintenance of account in respect of payment from Project Account.
14. Procurement of computer and peripherals, stationery items, furniture & equipment with the prior approval of the competent authority.
15. Files pertaining to Legal & RTI cases along with the list of pending cases.

C. NEW APPLICATION SOFTWARE.

1. Adoption of latest common accounting and financial rules.
2. Creation of Funds, chart of accounts, account/budget heads.
3. Correct Classification of receipts like Internal Source, Grants and Interest.
4. Suggestion in preparation of Trail Balance, Balance Sheet, Income & Expenditure, Receipts & payment with Schedules etc.,
5. Preparation of Cash/Bank Books and General Ledgers as per Accounting Policy in view of Audit.
6. Any other Assistance is required shall be provided in upgradation/development of Application Software for smooth working.

D. OTHER WORKS.

1. The e-filing of Income Tax for salary deductions including generation of form 16.
2. The e-filing of Income Tax non-salary deductions including generation of form 16A.
3. The e-filing of Goods and Service Tax (GST) and TDS on GST.
4. The e-filing of Professional Tax.
5. The e-filing of University Income Tax returns.
6. Any other works relating to tax matters issued by Income Tax department and GST arising for this Tender period.

ANNEXURE-I

XI. TECHNICAL BID

GENERAL INFORMATION

1.	Name of firm of the Chartered Accountants	
2.	Registered/Main Office Address	
3.	Name of Partners	
4.	Contact no. of Partner	
5.	Major Clients Handle by the Audit Firm (List of Govt. department / PSUs whose Accounts have been audited by the Audit Firm during past 3years)	

ELIGIBILITY CRITERIA

1.	Whether the firm meets all the eligibility criteria (Yes/No).	
2.	No. of years of experience.	
3.	ICAI Registration No. with Region Name and code no.	
4.	Whether firm is empanelled with C&AG (Yes/No).	
	Date of constitution of the firm	
	PAN no. of the Firm & GST No. of the firm	
	C AG empanelled no.	
	Date since when the firm has a full time FCA	
5.	No. of Partners (as on date of tender).	
6.	No. of Chartered Accountant Employees (as on closing date of tender)	
7.	No. of Article/Audit Clerks (as on closing date of tender)	
8.	Whether the Chartered Accountant firm has its registered/main office at Bengaluru.	
9.	Annual turnover of CA firm for FY 2016-17 FY 2017-18 FY 2018-19	
10.	Copy of IT return filed for last three Assessment years. FY 2016-17 FY 2017-18 FY 2018-19	

ANNEXURE-II

XII.FINANCIAL BID

The interested CA firm may quote their professional fees (Inclusive of GST) in the following format. (Fill and upload only the Grand total mentioned below in the e-procurementportal):-

Sl No.	Particulars	Amount in Rs
1.	Professional fee for Internal AuditFinalisation & Certification of Annual Accounts For the financial year 2020-21 & 2021-22. The Works Enumerated in the Tender document.	
2.	Goods and Service Tax (GST).	
3.	Grand Total.	

XIII INFORMATION AND INSTRUCTIONS TO TENDERERS

1. Submission of Tender

- a. Tenders must submit in 2 part(i). **Technical Bid**, (ii). **Financial Bid** as per details given in other clauses as hereunder. The rate shall be filled in the Schedule given in this tender document. Reservations, if any, regarding the tender conditions should be clearly brought out in a separate letter.
- b. The tenders, as submitted, will consist of the following in technical Bid:
 - i. Tenderer has to submit the bid in e-procurement portal only.
 - ii. Copies of all the relevant documents as per tender document
 - iii. Copy of the Partnership Deed in case of partnership firm and Memorandum/Articles of Association in case of Companies
- c. For Financial Bid:
 - i. The tenderer should quote the Professional fee in e-procurement portal including tax
 - ii. The Professional fee quoted should be inclusive of all taxes or duties, packing, forwarding, freight, insurance, delivery and commissioning etc. at destination site
 - iii. The Professional feeshall be quoted lump sum as per tender specification.
 - iv. Rate quoted shall be firm and valid even if the Tenderer is split.
 - v. The goods/materials/Services should be supplied within specified period mentioned by the purchaser in the supply order.

2. Earnest Money Deposit

- (1) The Tenderer must pay Earnest Money Deposit as per e-procurement portal, failing which the Tender will be rejected in the e-procurement portal itself.
- (2) The Earnest money of the unsuccessful Tenderer will be refunded within a reasonable period of time without any interest.

- (3) The Earnest money deposited by the successful Tenderer will be refunded after collecting Bank Guarantee for 5% of the total value of the tender but EMD shall be forfeited if the Tenderer fails to supply within a period of time mentioned in the work order.

3. Signing of Tender

The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the Tenderer with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tender by Corporation shall be signed in the name of Corporation, by a person duly authorized to do so. In case it is signed by an authorized representative, a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.

4. Witness

Witnesses and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signatures.

5. Right of Bengaluru City University to Accept or Reject Tender

The acceptance of tender will rest with the Bengaluru City University. The Bengaluru City University, however, does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all the tenders received without assigning any reason whatsoever and also to negotiate rates wherever necessary. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

6. Goods and Service Tax

Goods and Service Tax and any other tax on in respect of this contract shall be payable by the Tenderer. The Bengaluru City University will not be responsible for or entertain any claim whatsoever in this respect.

7. Acceptance and Validity.

Tender submitted by Tenderers shall remain valid for acceptance for a period of 180 days from the date of opening of the tender. The Tenderer shall not be entitled during the said period of 180 days, without the consent in writing to Bengaluru City University, to revoke, or cancel his tender or to vary the tender given or any term thereto.

8. Addendum

Addendum to the Tender Documents may be issued prior to the date of closing of the tenders to clarify documents or to reflect modifications in the design or contract terms and will form part of the Tenderer.

9. Collection of Data

The Tenderer shall visit the office and other places of Bengaluru City University and acquaint himself fully of the office and no claims whatsoever will be entertained on the plea of ignorance of difficulties involved in execution of work.

10. Signing of Contract

The successful Tenderer shall be required to execute an agreement with the Bengaluru City University within 30 days from the date of issue of the notice of acceptance of tender, in the event of failure on the part of the successful Tenderer to sign the agreement within the above stipulated period, the initial security deposit by him will be forfeited and the acceptance of the tender shall be considered as cancelled.

XIV. GENERAL OBLIGATION

1. Extension of Time

If the Tenderer shall desire an extension of the time for providing services supply of goods/materials/Services on the grounds of his having been unavoidably hindered in its supply he shall apply in writing to the Bengaluru City University within 10 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Bengaluru City University shall if in its opinion (which shall be final) reasonable grounds have been shown thereof, authorize such extension of time as may, in its opinion, be necessary or proper.

2. Compensation for Delay

The time allowed for providing services supply of materials/goods/services as entered in the tender shall be strictly observed by the Tender unless extension of time is duly granted by Bengaluru City University. The supply of materials/goods/services shall throughout the stipulated period of the Contract be proceeded with all the diligence (time being deemed to be the essence of the Contract) and the Tenderer shall pay to the Bengaluru City University as compensation, an amount equal to ½ percent of the value of the contract for every week that the supply may remain incomplete as per the time schedule, subject to a maximum compensation of 5 percent of the total cost of the whole work after which suitable action will be taken by the Bengaluru City University under the provisions of the contract.

3. Sub-letting of supplies

No part of the contract nor any share or interest therein shall in any manner of degree be transferred, assigned or sublet by the Tenderer directly or indirectly to any person, firm, or corporation whomsoever without express consult from the Bengaluru City University. The Tenderer shall be responsible for all the activities of the sub-Tenderer if engaged.

4. If the Tenderer dies

Without prejudice to any of the rights or remedies under this contract, if the Tenderer dies, the Bengaluru City University shall have the option of terminating the Contract without compensation to the Tenderer.

5. Members of the Bengaluru City University not individually liable

No official or employee, of the Bengaluru City University shall in any way be personally bound or liable for the acts or obligations of the Bengaluru City University under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

6. University not bound by personal representations

The Tender shall not be entitled to any increase on the scheduled rate or any other right or claim whatsoever by reason of any representation, explanations or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person.

XV. TAXES, LABOUR LAWS AND SAFETY REGULATIONS

1. The Tenderer agrees to and does hereby accept full and exclusive liability for the payment of any and all sales taxes, other taxes now or hereafter imposed and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authority which are imposed with respect to or covered by the wages, salaries, or other compensation paid to persons employed by the Tenderer and the Tenderer shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Tenderer further agrees to comply and to secure the compliance of all sub-Tenderers with all applicable Central, State, Municipal and Local Laws and regulations and requirements of any Central, State or Local Governmental agency or authority. Tenderer further agrees to defend, indemnify and hold harmless from any liability, or penalty which may be imposed by any Central, State or Local authorities by reason of any violation by the Tenderer or sub-Tenderer of such laws, regulations of requirements and also from all claims, suits or proceedings that may be brought against the Bengaluru City University arising under, growing out of, or by reason of the work provided for this contract, whether brought by employees of the Tenderer, by third parties, or by Central or State Government authority or any political sub-division thereof.

2. Labour Laws

- i. No person below the age of 18 years shall be employed on the work
- ii. The Tenderer shall pay not less than fair wage to laborers engaged by him for the work
- iii. The Tenderer shall at its expense comply with all labour laws and keep the Bengaluru City University indemnified in respect thereof.
- iv. Implementation of Apprentices Act 1961.

The Tenderer shall comply with the provisions of the Apprentices Act 1961 and the Rule and order issued there under from time to time. If he fails to do so, his failure will be breach of the Contract and the Bengaluru City University may, at his discretion, cancel the contract. The Tenderer shall also be liable for any pecuniary liability arising on account of any violation by him, of the provisions of the act.

3. The Tenderer to indemnify the Bengaluru City University

- a. The Tenderer shall indemnify the Bengaluru City University and every member, officer and the employee of the Bengaluru City University and his staff against all actions proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in clause 100 and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the Bengaluru City University for or in respect of or arising out of any failure by the Tenderer in the performance of his obligations under the contract documents. The Bengaluru City University shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the Tenderer or his sub-tenderer shall indemnify and keep indemnified the Bengaluru City University against all such damage and compensation and against all claims, damages, proceedings, costs charges and expenses whatsoever in respect thereof in relation thereto.

b. Payment of claims and damages

Should the Bengaluru City University have pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Bengaluru City University shall be charged to and paid by the Tenderer and the Tenderer shall not be at liberty to dispute or question the right of the Bengaluru City University to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.

- c. In every case in which by virtue of the provisions of Section 12, Sub - section (i) of Workmen's Compensation Act, 1923, the Bengaluru City University is obliged to pay compensation to a workman employed by the Tenderer, in execution of the works, the Bengaluru City University will recover from the Tenderer the amount of the compensation so paid and without prejudice to the rights of Bengaluru City University under section 12, sub-section 20 Of the said Act, Bengaluru City University shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Bengaluru City University to the Tenderer whether under this contract or otherwise. The Bengaluru City University shall not be bound to

contest any claim made under section 12, sub-section (i) of the Act, except on the written request of the Tenderer and upon his giving to the Bengaluru City University full security for all costs for which the Bengaluru City University might become liable in consequence of contesting such claim.

4. Safety Regulations.

- i. In respect of all labour, directly or indirectly employed in the work for the performance of Tenderer's part of this agreement, the Tenderer shall at his own expense arrange for all the safety provisions as per safety code as applicable to Bengaluru City University.

5. Damage to Property

- i. Tenderer shall be responsible for making good to the satisfaction of the Bengaluru City University any loss of and any damage to all properties belonging to the Bengaluru City University if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Tenderer, his employees, agents, representatives or sub-tenderers.
- ii. The Tenderer shall indemnify and keep the Bengaluru City University harmless of all claims for damage to property other than Bengaluru City University property arising under or by reason of this Agreement if such claims result from the fault and/or negligence or willful acts or omissions of the Tenderer, his employees, agents, representatives or sub-tenderers.

6. TERMS AND CONDITIONS

1. The tender will have two-cover system First Cover Technical Bid and Second cover Financial Bid
2. Interested Companies should furnish with the tenders the details of their key personnel involving in the project.
3. After short-listing the Companies assessing their technical qualifications the financial bid will be opened
4. The successful Tenderer shall enter in to a written Tender agreement with the University for the terms and conditions stipulated.
5. The successful Tenderer shall be responsible for supply of materials/equipments/Service/ in good conditions/Service.
6. The deciding authority do not bind themselves to accept the lowest or any other tender or to give any reason thereof.
8. The rates quoted should be inclusive of all statutory taxes, payable by the tenderer.
9. The offered rates shall be valid till the completion/end of contract/work period of two year
10. Income Tax Account (PAN) shall be furnished invariably.
11. The Bengaluru City University, Bengaluru will have the full power either to accept the tender or to reject it without assigning any reason, what so ever.
12. No subsequent correspondence regarding price quoted will be entertained.
13. Tender received without adequate details will be rejected.

REGISTRAR