

## **FOR THE CONSULTANCY ASSIGNMENT**

**FILE NO: BMCRI/SUP(1)/119/2025-26, Dated: 05.05.2026.**

**TENDER INVITING NOTICE FOR SELECTION OF CHARTERED ACCOUNTANT'S FIRMS FOR THE STATUTORY AUDIT (SECTION 10B) OF BANGALORE MEDICAL COLLEGE & RESEARCH INSTITUTE AND ITS ALLIED HOSPITALS AND NURSING COLLEGE FOR 2025-26 AND PREPARATION OF UCs OF AROUND 20 PROJECTS PERTAINING TO ANY FINANCIAL YEARS, FILING OF IT TDS, GST TDS AND CONSULTANCY SERVICES ON GST AND IT DURING THE 2026-27**

### **Address for Communication**

**BANGALORE MEDICAL COLLEGE & RESEARCH INSTITUTE  
Address: K R ROAD, FORT, BENGALURU-560 002**

Telephone : 080-2670 0810

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## **CONTENTS**

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGENO.</b>
Section I	Tender Inviting Notice	01-10
Section II	Information For Chartered Accountant Firms	11-16
Section III	Scope of Work	17-17
Section IV	Technical Proposal – Standard Forms	18-20
Section V	Contract for Consultants Services	21-23
	I Form of Contract	24-25
	II General Conditions of Contract	26-34
	III Special Conditions of Contract	35-38

## SECTION -I

### TENDER INVITING NOTICE

Proposal is invited from Chartered Accountants firms (Partnership / Sole proprietorship firms/LLP with one full time FCA) in the prescribed format for short listing for the engagement of audit (10B) of the accounts of Bangalore Medical college and Research Institute and its associated hospital Victoria Hospital, Vani Vilas Hospital, Super Specialty Hospital, Emergency & Trauma care Hospital, Minto Hospital, Nursing college for the FY 2025-26 and preparation of UCs of around 20 projects pertaining to any financial years, filing of IT TDS, GST TDS and consultancy services on GST and IT during the 2026-27 as per the enclosed Terms of Reference and General Conditions of Contract.

1. The Chartered Accountant's Firms submitting the Proposal for Shortlisting to conduct Statutory Audit have to submit the proposals along with EMD as specified in the invitation.
2. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website <https://kppp.karnantaka.gov.in>
3. The document is available in the website <https://kppp.karnantaka.gov.in> The bidders will be required to register themselves with the centre for E-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website: <https://kppp.karnantaka.gov.in> Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for e-governance and also guidance can be obtained over telephone at 080-26700810

#### **Tender schedule:**

<b>Tender Reference and Date</b>		
<b>1</b>	<b>Name of the office</b>	<b>Bangalore Medical College &amp; Research Institute</b>
	<b>Amount put to tender (approximate value)</b>	10 Lac per Year(Excluding GST)
<b>2</b>	<b>Date of Publishing of tender in the e-proc website</b>	07.05.2026
<b>3</b>	<b>Date of pre bid meeting</b>	
<b>4</b>	<b>Last date and time for submission of bid</b>	21.05.2026 before 5.00 -00 PM
<b>5</b>	<b>Date and time of opening of Technical Bid</b>	22.05.2026 at 5.30 PM
<b>6</b>	<b>Probable date and time of opening Financial Bid</b>	
<b>7</b>	<b>EMD amount payable electronically only</b>	2.5% of tender value Rs.25,000.00

4. The complete document consisting of Proposal for shortlisting Technical Bid, Financial Bid and Supporting documents along with EMD specified in the above table has to be submitted

through e-procurement portal within the date specified in tender schedule. Incomplete formats format received after the prescribed last date will not be entertained.

4.1 EMD of 2% of the Tender Value shall be credited to the account of centre for e- governance

- a) Through Credit card
- b) Internet Banking
- c) National Electronic Fund Transfer

4.2 EMD shall be returned to the unsuccessful bidders within a period of eight (8) weeks from the date of announcement of the successful bidder. The EMD submitted by the successful bidder shall be released upon furnishing of the Performance security of 5% of the Bid amount in the form of Demand Draft or Bank Guarantee and in manner as stipulated in the invitation/RFP

4.3 The EMD will be forfeited in the following cases:

- a) If the Bidder modifies/withdraws the proposal;
- b) If the bidder withdraws the proposal during the interval between the proposed due date and expiration of the proposal validity period;
- c) If the successful bidder fails to provide the Performance security and to execute the agreement within the stipulated time or any extension thereof provided by SamagraShikshana.
- d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect;

4.4 The financial bid and the technical bid will be opened as per the prescribed date and time. If any change in the prescribed dates, it will be notified through e-portal only.

4.5 The term “Full Time FCA” does not include those persons [Partner / sole] who are: -

- (i) Partners in other firms.
- (ii) Employed part-time / full-time elsewhere, practicing in their own name or engaged in practice otherwise or engaged in any other activity which would be deemed to be in practice under section 2 (2) of the Chartered Accountants Act, 1949.
- (iii) Partners who have earned more professional income from other sources than their income from the firm.

Similarly, the term “Full Time Sole Proprietor” does not include a person who is a partner in other firms or is employed elsewhere or otherwise engaged in any other business / activity as mentioned above. Accordingly, a person who is a partner / employee in another firm, should not appear in his capacity as Sole Proprietor.

5. The Proposal for Short listing must be submitted in the prescribed format given in this Tender Inviting Notice. Only the Proposal for Short listing in the prescribed format accompanied with all requisite documents would be considered.

6. A pre bid meeting is open to all prospective CA firms/Sole Proprietors. The date, time & place of pre-bid meeting will be as per tender schedule. The prospective CA Firms/Sole Proprietors will have an opportunity to obtain clarification regarding the scope of work, terms of reference, contract conditions and other pertinent information.

7. Eligibility Criteria

7.1 The firms submitting the proposal for shortlisting must fulfill the following criteria:

Sl no	Criteria	Evidence required
1	The CA firm must be empanelled in the CAG empanelled List in the financial year 2025-26	Copy of Proof of Empanelment
2	The firm must have been registered with the Institute of Chartered Accountants of India (ICAI)	Constitution certificate of the firm/ Certificate of Practice issued by Institute of Chartered Accountants of India or Appropriate Certificate or Document Issued by Institute of Chartered Accountants of India.
3	The firm must have been in existence for at least 10 years before 01/01/2026	As above
4	The firm must have at least 4 Full time Chartered Accountants as on 01/01/2026	Certified copy of the Partnership deed of the firm.
5	The firm must employ atleast 10 Articled assistants who have qualified PE-II/IPC/IPCC/IPCE/Intermediate examination of ICAI and atleast 8 Audit Staff employed in the same firm for more than three years as on 01/01/2026	Partner' ICAI Member Card regarding registration of Article ship.  Copy of Appointment Letter of the Audit Staff and B.Com Certificates of the staff
6	The audit personnel should be well-versed in Kannada, English.	Copy of SSLC Marks card of the audit staffs
7	The firm's average annual turnover of the last 3 financial years must not be less than Rs.200.00 Lakhs. i.e, FY 2022-23 to FY 2024-25.	Balance Sheet, Profit & Loss account and IT Returns
8	The CA Firm must have an Office in Karnataka.	Constitution certificate of the firm/ Certificate of Practice issued by Institute of Chartered Accountants of India or any appropriate document supporting the constitution of the H.O/ Branch.
9	Must have conducted Statutory/External/Branch Audit of Centrally Sponsored Schemes/PSU /State or Central Government Department.	As mentioned in the sl no 11 of the invitation

7.1 Technical Evaluation Criteria

Sl. No	Criteria	Basis of Evaluation	Points	Maximum Points
i.	The existence of the Firm at least 10 years before 01/01/2026	More than 10 years up to 15 years	05	10
		More than 15 years up to 20 years	07	
		More than 20 years & above	10	
ii.	No. of <b>CA</b> Articled Assistants who have been qualified IPC/IPCC/IPCE examination of ICAI Enclose evidence of Articled Assistant Registration in ICAI.	Having 20 to 25 Articled Assistants with the specified qualification	10	15
		Having more than 25 up to 30 Articled Assistants with the specified qualification	13	
		Having more than 30 Articled Assistants with the specified qualification	15	
iii.	No. of Audit Staff employed in the same firm for more than three years as on 01/01/2026. who have been qualified with CA,/M.com/B.com  1) Minimum Audit staff - 08 2) Minimum FCAs -02 3) Minimum CAs -06	The firm should have minimum 8 Audit Staff in the same firm from past 3 years as on 01/01/2026. They must have been qualified with M.com/B.com. . Enclose the copies of the appointment letter, and CV as per 3F of Technical Proposal	08	20
		The firm should have minimum 02 FCA's. For each FCA 2 additional points will be allotted. Maximum allotted points are 08. Note: The FCA should be working from the last 03 preceding years as on 01-01-2026 in the same firm.	04	
		The firm should have minimum 06 CAs.(including CA Partner) For 08 CAs 08 points will be allotted. For every additional CA will get one point. Maximum allotted points are 10. Note: The CA should be working for the last 03 preceding years as on 01-01-2026 in the same firm.	08	
iv.	Audit work/ Accounting consultancy work for PSU units undertaken in last 5 financial years	Audit work/ Assignment undertaken in Education Projects/ Govt. Institutions/Boards/Universities. etc. financed by Government of India or controlled by Government of Karnataka.	15	15

		Note: Minimum 05 audit works should be undertaken in preceding 05 years. (10 Points) For every additional project work 01 point will be allocated (Enclose the copies of Audit work undertaken and Satisfactory certificate) as mentioned Letter of invitation sl No 11		
v.	The firm's average annual turnover of the last 3 financial years must not be less than Rs. 200 Lakhs. i.e, FY 2022-23 to FY 2024-25.	From 200 lakhs to 300 lakhs	05	15
		From 300 lakhs up to 400 lakhs	10	
		From 400 Lakhs and above Maximum allotted points will be 10 (Enclose the turnover certificate, Certified from CA)	15	
Vi	Adequacy of the proposed project and methodology of work plan for performing the assignment	Detailed audit work plan to be submitted. (Points for the work plan will be allotted depending on the audit performing the assignment submitted by the bidder)	15	15
Vii	Suitable weightage will be given to firms, which are implementing quality control policies and procedure as provided in statement on Standard Auditing Practice (SAP 17) issued by public company accounting Oversight Board /Slandered on auditing prescribed by the ICAI.	A brief note on the procedures adopted by them is to be given by the firm for this purpose.	10	10

8. The "Technical Proposal" should include the description of the sole proprietors/firms/LLP and their general experience in the field of assignment, qualification and competency of the personnel proposed for the assignment. The technical proposal should also include proposed work plan methodology and approach in response to suggested Terms of Reference. It should include the following & all the copies should be duly attested by the firm.
- (i) Proposal for short listing Chartered Accountant Firms for the audit (10B) of the accounts of Bangalore Medical College & Research Institute.
  - (ii) Letter of Proposal (Appendix-A)
  - (iii) Power of Attorney (Appendix-B)

- (iv) C&AG Empanelled Registration certificate.
  - (v) Partner Member card
  - (vi) Letter of the Audit Staff along with M.Com/B.Com Certificate of the Audit Staff.
  - (vii) Copies of SSLC Marks card of the Full time CA/audit staffs
  - (viii) A copy of constitution certificate of firm issued by the ICAI containing inter-alia.
    - (a) Date of formation of the firms with a full time FCA
    - (b) Details of partners / Sole Proprietor / CA Employees as on 1<sup>st</sup> January of the year 2026, date of joining the firm, date of becoming FCA, their other interest, if any.
  - (ix) A copy of the latest partnership deed in the case of partnership firms.
  - (x) Copies of the acknowledgement of the IT return of the firm and of all full time partners / the Sole proprietor for the AY 2023-24 to AY 2025-26 and a copy of computation of income of full time partners / Sole proprietor.
  - (xi) Copies of the GST Registration Certificate along with GSTR Returns of last 3 months Oct to Dec 2025.
  - (xii) Copies of financial statement of the firm along with schedules from FY 2022-23 to FY 2024-25
  - (xiii) Special Audit assignments (*Due diligence Audit, Forensic Audit, Investigative Audit, Operational Audit and Compliance Audit/ Accounting work*) undertaken in past 5 years. Copy of agreement and satisfactory performance certificate to be enclosed. This is only for additional weight age for evaluation.
9. The Financial Proposal (Audit Fee) should be quoted separately as under:-
- a) The bidder has to quote the amount to conduct the Audit work for the offices. The amount should include all other charges, taxes & duties applicable, excluding GST.
  - b) The amount quoted by the bidder in financial proposal will be for 01 year.
  - c) The bidder has to quote the amount in e-procurement portal only. Uploading of Financial proposal along with the technical bid is strictly prohibited & in that case the bidder will be disqualified.

Evaluation & Deciding Award of Contract:

**Quality & Cost based selection (QCBS):**

- a. Under QCBS selection, the technical proposals will be allotted weightage of 75% (Seventy five percent) while the financial proposals will be allotted weightages of 25% (Twenty five per cent).
- b. Proposal with the highest technical marks will be given a score of 100 (Hundred) and other proposals will be given technical score that are proportional to their marks w.r.t. the highest technical marks.
- c. Proposal with the lowest cost may be given a financial score of 100 (Hundred) and other proposals will be given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

- d. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- e. On the basis of the combined weighted score for quality and cost, the consultant will be ranked in terms of the total score obtained.
- f. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.
- g. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be considered for award of contract.
- h. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.
- i. An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \left( \frac{C_{low}}{C} \times X \times 30\% \right) + \left( \frac{T}{T_{High}} \times X \times 70\% \right)$$

where,

C = Bid Price quoted by the bidder.

C<sub>low</sub> = the lowest Bid Prices quoted among responsive Bids.

T = the total Technical Score awarded to the Bidder.

T<sub>high</sub> = the highest Technical Score achieved among all responsive Bids.

X = weightage for the Technical score & Price bid i.e., 100 points.

10. Details of audit experience of the firm for the last 5 years in the prescribed proforma Annexure-A5. Copies of Satisfactory Performance/ completion certificate issued by the institutions mentioned in Annexure – A 5 to be enclosed;
11. Please note that the Director, Bangalore Medical College & Research Institute who is Inviting and Accepting Authority, has full liberty to reject the Proposal for Shortlisting without assigning any reason.
12. The successful Bidder will be required to furnish Performance Security in the form of DD/Bank Guarantee equal to 5% of the contract value and are required to execute an agreement with Director, BMCRI.
  - 14.1 In case bank guarantee is submitted by the CA Firm, it shall have validity upto 60 days after submission of the Final Audit report by the CA Firm.
13. You are requested to hold your proposal valid for 90 days from the date of submission of the bid without changing your proposed price. The Director cum Dean, BMCRI, Bengaluru will make best efforts to select a C&AG / State AG empanelled, Chartered Accountants within this period.
14. The consideration payable under this assignment by the Director, Bangalore Medical college & Research Institute, to the CA firms shall be paid after deducting IT TDS under section 194 J of Income Tax act 1961 and GST TDS under section 51 of the CGST act 2017.

GST shall be levied for the services provided by the CA firm as per the Rate of GST fixed by the GST Council. With respect to payment of Indirect Tax/GST in case of the Change in rate of tax in respect of Supply of service will be subject to the provisions of Section 14 of CGST Act 2017.

15. For any further queries/clarifications and information in this regard, the CA Firms may contact Finance Advisor , BMCRI.

Yours faithfully,

Finance Advisor  
Bangalore Medical College & Research Institute

## **SECTION II.**

### **INFORMATION TO CHARTERED ACCOUNTANT FIRM**

## 1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a firm among those responsible bidders in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The Chartered Accountant Firms are invited to submit both Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Chartered Accountant Firm.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Chartered Accountant Firm under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4 The Chartered Accountant Firm must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Chartered Accountant Firm are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre bid meeting is optional.
- 1.5 Anyhow no charges will be paid from BMCRI for any sort of visits, consultations, etc., prior to the Award of Contract.
- 1.6 Government of Karnataka (GOK) expects Chartered Accountant Firm to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Chartered Accountant Firm shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
  - 1.6.1 Without limitation on the generality of this rule, Chartered Accountant Firm shall not be hired under the circumstances set forth below:
    - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing Chartered Accountant services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier Chartered Accountant services) for the same project.

<sup>1</sup>This Information to Chartered Accountant Firm section shall not be modified. Any necessary changes, to address specific project issues, shall be introduced only through the Data Sheet

(e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the Special Conditions and not by introducing changes in the wording of the General Conditions.

- (b) Chartered Accountant Firm or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Chartered Accountant Firm.

1.6.2 As pointed out in para. 1.7.1 (a) above, Chartered Accountant Firm may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Chartered Accountant Firm should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Chartered Accountant will be hired for the purpose.

1.7 It is GOK's policy to require that Chartered Accountant Firm observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
- (e) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.8 Chartered Accountant Firm shall not be under a declaration of ineligibility for corrupt and

fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

- 1.9 Chartered Accountant Firm shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the DataSheet.

## 2. CLARIFICATION AND AMENDMENT OF TIN DOCUMENTS

- 2.1 Chartered Accountant Firm may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Chartered Accountant Firm who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded on KPP portal which will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. PREPARATION OF PROPOSAL

- 3.1 Chartered Accountant Firm are requested to submit a bid (para 1.2) written in the language(s) specified in the Data Sheet.

### **Technical Proposal**

- 3.2 In preparing the Technical Proposal, Chartered Accountants Firm are expected to examine the documents comprising this TIN in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 3.3 While preparing the Technical Proposal, Chartered Accountant Firms must give particular attention to the following:

- (i) If a Chartered Accountant Firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual Chartered Accountant (s) and/or other Chartered Accountant or entities in a joint venture or sub-consultancy, as appropriate. Chartered Accountant may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Chartered Accountant Firm must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.
- (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on

the number of key professional staff-months estimated by the firm.

- (iii) *It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.*
  - (iv) Proposed key professional staff must have at least a minimum experience indicated in the Data Sheet.
  - (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - (vi) Reports to be issued by the Chartered Accountant Firm as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel should have a working knowledge of the Client's official language.
- 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- (i) Letter of Transmittal -Section 3A
  - (ii) A brief description of the consultant's organization, Profile and an outline of recent experience on assignments (Section 3B) of a similar nature.
  - (iii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section3C).
  - (iv) A description of the methodology and work plan for performing the assignment (Section3D).
  - (v) The list of the proposed staff team and CVs of proposed key professional staff.
  - (vi) Experience in Public sector Units, Name of Organization, Nature of work, duration, fee and enclosure of work order, appointment letter etc in support of experience
  - (vii) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.

### **Financial Proposal**

- 3.6 In preparing the Financial Proposal, Chartered Accountant Firm are expected to take into account the requirements and conditions of the TIN documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. Only one bid shall be submitted by the bidder. Any extra charge/ payment of any kind shall not be claimed except the bid amount. GST will be paid "EXTRA" on the raising of the invoice from time to time as per the then existing

rules.

- 3.7 Chartered Accountant Firm shall express the price of their services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Chartered Accountant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Chartered Accountant Firm who do not agree have the right not to extend the validity of their proposals.

#### **4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

- 4.1 The Original bid (Technical bid and Financial bid; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals. The technical bid should be uploaded online.
- 4.2 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical bid and Financial bid should be marked “**Original**” or “**Copy**” as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.3 After the deadline for submission of bids the Technical bid shall be opened immediately. The Financial bid of such bidders who are technically qualified will be opened at the date and time as specified.

#### **5. Public Opening and Evaluation of Financial Proposals; Ranking**

- 5.1 After the evaluation of technical proposal is completed, the Client shall notify those Chartered Accountant Firm whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the TIN, indicating that their Financial bid will not be opened. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.
- 5.2 The Financial Proposals shall be opened publicly in the presence of the consultants’ representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.3 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

- 5.4 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical bid; P= the weight given to the Financial bid; T+P=1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The Consultant achieving the highest combined technical/ financial score will be invited for online negotiations, if required.

## 6. AWARD OF CONTRACT

- 6.1 The contract will be awarded following negotiations & acceptance of LOI through e-procurement portal. After negotiations & LOI are completed, the Client will promptly notify other Chartered Accountant Firm on the shortlist that they were unsuccessful and return the EMD of those Chartered Accountant Firms and also of those firms who have not passed the technical evaluation.
- 6.2 The Chartered Accountant Firm is expected to commence the Assignment on the date and at the location specified in the Award of Contract.

## 7. CONFIDENTIALITY

- 7.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Chartered Accountant Firm who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

## SECTION III

### Scope of Work

Bangalore Medical College and Research Institute (BMCRI) is one of Karnataka's premier government-run medical institutions, established in 1955, and currently affiliated with Rajiv Gandhi University of Health Sciences. It is recognized for its strong clinical training, advanced infrastructure, and wide range of undergraduate and postgraduate medical programs.

There are five Hospital and one Nursing institute associated with BMCRI named Victoria Hospital, Vani Vilas Hospital, Super Specialty Hospital, Emergency & Trauma care Hospital, Mintor Hospital and Nursing college.

### A. Audit of FY 2025-26

1. 10B Audit of the accounts of Bangalore Medical college and Research Institute and its associated hospital Victoria Hospital, Vani Vilas Hospital, Super Specialty Hospital, Emergency & Trauma care Hospital, Minto Hospital, Nursing college for the FY 2025-26. (Financial audit and 10 B audit under Income tax)
2. The C.A. firm is required to exercise such tests of accounting records, internal checks and control and other necessary audit of the accounts as per general principles and standard of audits of the Institute of Chartered Accountant of India.
3. The C A Firm shall issue audit report under section 10B of income tax and file Income tax return for the FY 2025-26 within the prescribed time line.
4. Examine budgetary allocations and utilization of government grants.
5. Verification of books of accounts, ledgers, vouchers, and supporting documents.
6. Ensuring proper classification of revenue and expenditure (academic, hospital services, projects, etc.).
7. Review of internal financial controls and accounting systems.
8. Review of contracts and agreements with vendors, suppliers, and outsourced services.
9. Checking inventory management of drugs, surgical items, and medical equipment.

**B. Statutory Compliance/ return filing for FY 2026-27 & 2027-28**

1. CA firm shall assist Institute in statutory compliance with regard to Income tax TDS and GST TDS
2. Prepare and file Quarterly TDS/ TCS returns for 24Q, 26Q, 27Q etc
3. Calculate TDS amount accurately based on provided records
4. Generate form 16/ 16A TDS certificate.
5. File GSTR-1, GSTR-3B and GSTR-7 based on records provided by BMCRI
6. File annual return under 9 and 9C of income tax.
7. Any other advisory services with regard to income tax and GST

**C. Preparation of Utilization Certificates of the Central and State funded projects (around 20 projects) for the Financial Year 2025-26 and for the previous years as per the requirements of the Funding Agencies and BMCRI.**

## **SECTION IV**

### **Technical Proposal – Standard Forms**

#### **Section 4A Letter of Transmittal**

To,  
The Director,  
Bangalore Medical college & Research Institute,  
K R Market road  
Bangalore -

Dear Sir,

I/ We, the undersigned, offer to provide the audit services for Bangalore Medical college & Research Institute as per your TIN for Proposal dated ..... We are hereby submitting our bid Proposal.

I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

I/We confirm that this proposal is valid till 90 days and will remain binding upon us and may be accepted by you at any time before the expiry date.

We agree to bear all costs incurred by us in connection with the preparation and submission of the bid proposal and to bear any further pre-contract costs.

We understand that Bangalore Medical College & Research Institute (Karnataka), is not bound to accept any bid proposal or to give any reason for award, or for the rejection of any bid proposal.

I/ We confirm that I/ We have authority of (Firm Name) to submit the bid proposal and to negotiate on its behalf.

**Yours faithfully**

Section 4B  
Information of Bidder

1)	Name and full address of the Firm. Phone, Fax, e- Mail, website:	
2)	The Bidder should be an individual / firm of Proprietorship / Partnership/ LLP of Chartered Accountants and practicing for a minimum period of 10years in Bangalore	Upload relevant document
3)	Name of the contract Person Address & Phone / Mobile No. E-mail	Name: Mob. no: Email: Address:
4)	Year of establishment in Business	
5)	Chartered Accountant Self certified Balance Sheet & P & L for three years during three financial years from 2020-21 to 2022-23.	2022-23: 2023-24: 2024-25: (Upload Balance Sheet and Profit & Loss Statement)
6)	IT returns filed for three years of preceding three years Assessment / financial year (2020-21 to 2022-23.).	Yes / No (upload relevant document)
7)	PAN & GST Registration No.	PAN: GST: (upload relevant document)
8)	Must have good experience in handling audit of Education institute, University <i>Centrally Sponsored Schemes/PSU /State or Central Government Department/</i>	Upload relevant documents
9)	The Bidder should have a minimum of 10 years of Experience under Tally software at State Public Sector undertaking / Government Companies.	
10)	The CA firm must be empaneled in the CAG empaneled List	Copy of Proof of Empanelment
11)	Member Card of Partners for detail of FCA and Article pursuing CA Training.	
12)	Any other relevant documents.	Upload documentary evidence

## Section 4C

Details of Articled/Audit Assistants/Audit staff/other professional staff

S. No.	Name	Qualification.	Whether CMA /CWA/ CS	Date of joining the firm as full time employee	Date of Completion of IPCC Examination	*well versed in Kannada (If yes) enclose the SSLC marks card for Proof	Signature of the employee

\*If yes, please attach a copy of the certificate

\*

## Section 4D: Details of experience of Firm in Public sector Units for the last 10years

Sl. no	Name of the Public sector Units	Years of Assignment e.g.	Fees charged for each of the in each year	Nature of audit assignment viz. Statutory / Internal audit/ consultancy	Name of the area / sector	Supporting work order / agreement enclosed

## SECTION V: CONTRACT FOR CONSULTANT'S SERVICES

### I. FORM OF CONTRACT.....

### II. GENERAL CONDITIONS OF CONTRACT .....

#### 1. General Provisions.....

- 1.1 Definitions.....
- 1.2 Law Governing the Contract.....
- 1.3 Language .....
- 1.4 Notices.....
- 1.5 Location .....
- 1.6 Authorized Representatives.....
- 1.7 Taxes and Duties. ....

#### 2. Commencement, Completion, Modification, and Termination of Contract .....

- 2.1 Effectiveness of Contract.....
- 2.2 Commencement of Services .....
- 2.3 Expiration of Contract .....
- 2.4 Modification.....
- 2.5 Force Majeure .....
- 2.5.1 Definition .....
- 2.5.2 No Breach of Contract.....
- 2.5.3 Extension of Time .....
- 2.5.4 Payments.....
- 2.6 Suspension
- 2.7 Termination.....
- 2.7.1 By the Client. ....
- 2.7.2 By the Consultants .....
- 2.7.3 Cessation of Rights and Obligations .....
- 2.7.4 Cessation of Services.....
- 2.7.5 Payment upon Termination.....

#### 3. Obligations of the Consultants .....

- 3.1 General. ....
- 3.2 Conflict of Interest .....
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.....
- 3.2.2 Procurement Rules of Funding Agencies... ..

3.2.3	Consultants and Affiliates Not to engage in certain Activities .....
3.2.4	Prohibition of Conflicting Activities .....
3.3	Confidentiality .....
3.4	Insurance to Be Taken Out by the Consultants.....
3.5	Consultants' Actions Requiring Client's Prior Approval.....
3.6	Reporting Obligations .....
3.7	Documents Prepared by the Consultants to be the Property of the Client.
3.8	Equipment and Materials Furnished by the Client.....
<b>4.</b>	<b>Consultants' Personnel and Sub-Consultants.....</b>
4.1	Description of Personnel. ....
4.2	Removal and/or Replacement of Personnel. ....
<b>5.</b>	<b>Obligations of the Client.....</b>
5.1	Assistance and Exemptions. ....
5.2	Services and Facilities. ....
<b>6.</b>	<b>Payments to the Consultants. ....</b>
6.1	Lump Sum Remuneration.....
6.2	Contract Price.....
6.3	Payment for Additional Services. ....
6.4	Terms and Conditions of Payment.....
6.5	Interest on Delayed Payments.....
<b>7.</b>	<b>Settlement of Disputes. ....</b>
7.1	Amicable Settlement. ....
7.2	Dispute Settlement. ....
<b>III.</b>	<b>SPECIAL CONDITIONS OF CONTRACT.....</b>

**between**

---

**[Name of Client]**

**and**

---

**[Name of Chartered Accountant Firm]**

**Dated :**

**I. FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_ 200 \_\_\_\_\_, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Client") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants").

[\*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

“. ..... (hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities,

each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the "Consultants.")”]

**WHEREAS**

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

(a)	The General Conditions of Contract (hereinafter called "GC");	
(b)	The Special Conditions of contract (hereinafter called "SC");	

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]*

- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF  
[NAME OF CLIENT]

By  
(Authorized Representative)

FOR AND ON BEHALF OF  
[NAME OF CONSULTANT]

By  
(Authorized Representative)

*[Note: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner:]*

FOR AND ON BEHALF OF EACH  
OF THE MEMBERS OF  
THECONSULTANTS

[Name of Member]

By  
(Authorized Representative)

[Name of Member]

By  
(Authorized Representative)

etc.

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupees;
- (h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2(a)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- (n) 'Third party' means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

#### **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### **1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

### **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

### **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

### **1.7 Taxes and Duties**

The "Rate Quote" shall not include GST. The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price except GST. GST will be paid "Extra" as on the date of raising the invoice by the service provider as per the then existing rules.

## **2. Commencement, Completion, Modification and termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

### **2.2 Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

## 2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## 2.5 **Force Majeure**

### 2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2 **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### 2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## 2.7 **Termination**

### 2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.7.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease,

except :

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) any right which a Party may have under the Applicable Law.

#### **2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC

2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

#### **2.7.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **3. Obligations of the Consultants:**

#### **3.1 General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

#### **3.2 Conflict of Interests**

**3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2 Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the

Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

**3.2.3 Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.4 Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

OR

(b) after the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### 3.4 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Entering in to a sub contract for the performance of any part of the Services, it being understood
  - (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

### 3.5 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.6 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

### 3.7 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

#### **4. Consultants' Personnel and Sub-Consultants**

##### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

##### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. Obligations of the Client**

##### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the BMCRI shall:

- (a) issue to officials, agents and representatives of the BMCRI all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

##### **5.2 Services and Facilities**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner

in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. **Payment to the Consultants:**

6.1 **Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix

A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Terms and Conditions of Payment**

Payments will be made to the bank account of the Consultant and it shall be made as per the payment schedule stated in the SC.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

**III. SPECIAL CONDITIONS OF CONTRACT**

**Number of Amendments of, and Supplements to, Clauses in the General GC Clause \*  
Conditions of Contract**

[1.1 (h)The Member in Charge is\_\_\_\_\_].

[1.4.1 The addresses are:

Client : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention : \_\_\_\_\_  
E-mail : \_\_\_\_\_  
Consultants : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention : \_\_\_\_\_  
E-mail : \_\_\_\_\_

*[Note<sup>1</sup>: Fill in the blanks]*

[1.4.2 Notice shall be deemed to be effective as follows:

- (a) in the case of personal delivery or registered mail, on delivery;
- (b) in the case of telexes/e-mail, 24 hours following confirmed transmission;

transmission.] [1.6 The Authorized Representatives are:

For the Client : Director cum Dean, BMCRI

For the Consultant: \_\_\_\_\_

*[Note: Fill in the blanks]*

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

<sup>1</sup>All Notes should be deleted in the Final Text

[2.1 The date on which this Contract shall come into effect is the date of Award of Contract:

[2.2 The period shall be One Year (12 Months)

[3.1 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[6.1 The estimated amount of Contract is Rs. 10,00,000 + GST

[6.2 The Consultant's Bank Account Number is .....]

Payments shall be made according to the following schedule.

No advance will be paid before the commencement of the work entrusted.

25% of the tendered amount will be paid on submission of the Audit Report (10B).

Out of the 75% of the left over tendered amount, 25% of the that left over 75% will be paid after the completion of every quarter of the Financial Year 2026-27. This 25% payment is released for the filing of Quarterly IT TDS Returns, GST TDS Returns, any sort of consultancy on IT and GST matters during each Quarter of the Financial Year, for the preparation of Utilization Certificates of the Ongoing and completed projects in the each Quarter on the requirement of the BMCRI, etc. which is covered under Section III of this tender document.

PLEASE NOTE: However, all the services covered under Section III of this tender document is treated as One service only for the purposes of Award of Contract. The entrusted bidder of the service shall complete all the services under Section III for the purposes of the term "COMPLETION" of the service. In no case the successful bidder shall quit the entrusted service during the Financial Year 2026-27. No bifurcation of the services are allowed to quit the service at any point of time. If the successful bidder does not follow the above "NOTE", Performance Security Deposit (PSD), which is 5% of the tendered amount/ Bid amount, of that successful bidder will be forfeited and action will initiated to place that firm in Black List as per rules.

The Performance Security Deposit (PSD) collected shall be released after the completion of the work satisfactorily.

[6.3 Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.

7.1 Disputes shall be settled by arbitration in accordance with the following provisions.

7.1.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, ICAI, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, ICAI, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

#### 7.1.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

#### 7.1.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

#### 7.1.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

#### 7.1.5 Miscellaneous

In any arbitration proceeding hereunder:

7.1.5.1 proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

7.1.5.2 the English language shall be the official language for all purposes

7.1.5.3 the decision of the sole arbitrator or of a majority of the arbitrators (or of the third  
7.1.5.4 arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement