

Tender Notice No. : GIDC/Tender/202324/Accounts

TENDER DOCUMENT

For

**EMPANELMENT/SELECTION OF CHARTERED ACCOUNTANT FIRM FOR
INTERNAL AUDIT AT HEAD OFFICE OF GUJARAT INDUSTRIAL
DEVELOPMENT CORPORATION**



2023-24

**Price: Rs.1180/- (One Thousand One Hundred
and Eighty Rupees Only)**

Notice Inviting Request for Proposal

Details about Tender: Tender Notice No. GIDC/Tender/202324/Accounts

Department Name	:	Gujarat Industrial Development Corporation
Address	:	Block no. 3,4,5, Second Floor, Udyog Bhavan, Sector-11, Gandhinagar-380011
Division	:	Head office
IFB No./ Tender Notice No.	:	Tender Notice No. GIDC/Tender/202324/Accounts
Name of Project	:	Internal Audit at Head Office, GIDC
Name of Work	:	Internal Audit at Head Office, GIDC
Estimated Cost	:	Rs.4,00,000/-
Period of Completion	:	-
Bidding Type	:	Open
Class of Bidder	:	Not Applicable
Tender Currency Type	:	Single
Tender Currency Settings	:	Indian Rupee (INR)
<i>Amount Details</i>		
Bid Document Fee.	:	Rs.1,180/- in form of Demand Draft
Bid Document Fee Payable to	:	“Gujarat Industrial Development Corporation”
Bid Security /EMD (INR)	:	Rs. 50,000/-
Bid Security/ EMD in favor of	:	“Gujarat Industrial Development Corporation”
<i>Tender Dates</i>		
Bid Upload Date	:	20/07/2024
Last Date for Online Submission of bids	:	14/08/2024 at 05.00 p.m. (17.00 hrs)
Last Date & Time for Receipt (Submission) of Bids physical Document	:	17/08/2024 at 06.00 p.m. (18.00 hrs)
Date of Tender opening	:	20/08/2024 at 3.00 p.m. (15.00 hrs)
Pre-bid Meeting Date	:	26/07/2024 at 4.00 p.m (16.00 hrs)
Bid Validity Period	:	180 days from opening of price bid
Phone	:	079-23250636
<i>Other Details</i>		
Officer Inviting Bids	:	Chief Accounts Officer,
Bid Opening Authority	:	Chief Accounts Officer, Block no. 3,4,5, Second Floor, Udyog Bhavan, Sector-11, Gandhinagar-380011

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INVITATION FOR BIDS (IFB)

“**Gujarat Industrial Development Corporation**” (GIDC) is a Corporation established by State Government for the purpose of securing and assisting in the rapid and orderly establishment, organization of industries in industrial areas and industrial estates in the state of Gujarat having its Head office at Gandhinagar. GIDC has various regional and divisional offices at various places of Gujarat.

Gujarat Industrial Development Corporation invites proposal for Internal Audit of Its Head Office. GIDC hereby invites proposal from qualified and eligible Chartered Accountant firms to carry out Internal Audit at Head office as part of Internal Financial and management control.

The Background Information and Terms of Reference of the proposal are provided in the Request for Proposal (RFP). This RFP is available to all eligible Chartered Accountant Firms Providing Internal Audit services.

A firm will be selected as per procedures described in this RFP.

The Eligible agency has to submit its proposal in the prescribed format/schedules of RFP along with supporting documents to confirm its eligibility.

Important Dates:

<i>Tender Dates</i>		
Bid Upload Date	:	20/07/2024
Last Date for Online Submission of bids	:	14/08/2024 at 05.00 p.m. (17.00 hrs)
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Pre-bid Meeting Date	:	26/07/2024 at 4.00 p.m (16.00 hrs)
Bid Validity Period	:	180 days from opening of price bid

SECTION 1.

ELIGIBILITY CRITERIA FOR BIDDERS

Sr. No	Eligibility Criteria	Documents to be Submitted
1	The Firm should be a Category-1 Firm as per ranking given by The Institute of Chartered Accountants of India (ICAI) and shall have valid Firm Registration Number.	Copy of Category 1 Firm Registration Certificate generated from ICAI & Latest Firm Registration Certificate from ICAI
2	The bidder should have minimum annual turnover from audit and attestation function of Rs.50 Lacs in each of last 3 financial years	Audited Financial Statements of Last 3 Financial Years
3	The Bidder/Management Agency/Firm shall be in existence since last 15 years as on 31/03/2024.	Certificate Issued by ICAI for Constitution of Firm
4	The Chartered Accountant firm must have Minimum 5 Chartered Accountants working with the firm since at least 1 year and out of which 3 must be partners of the firm as on 31/03/2024	Certificate Issued by ICAI for Constitution of Firm & Declaration of CA's working with the firm with name, designation & period of appointment.
5	The Established CA Firm must have minimum staff strength of minimum 50 people on regular payroll. (Article Trainees will not be considered)	Self-Declaration along with list of employee stating name, date of joining & designation
6	The firm must have its Head Office in Gujarat or in case no Head Office in Gujarat, The firm shall have atleast two full time branch office in Gujarat since last 3 years as on 31/03/2024	Self-Certified Copy of Branch Registration Certificate issued by ICAI and Address proof in The Name of Firm
7	The Chartered Accountant must have experience of Internal Audit/Statutory Audit of minimum 2 Large Organizations/Corporates having turnover of Rs.200 crores or more during Last 3 Years.	Appointment/Engagement letter issued by the Organization
8	Participating firm should be firm with a valid Permanent Account Number (PAN) and GST Registration (copy to be submitted.)	Copy of PAN and GST Registration Certificate
9	The bidder should not have been debarred / blacklisted by any State Government / Central Government / PSU / Reputed Organizations for any reason in the last three financial years as on bid calling date. (Self-declaration of the same to be given)	Self-Declaration
10	The Chartered Accountant Firm must have experience of Internal Audit/Statutory Audit of at least 1 listed Company during last 3 years.	Copy of Appointment Letter issued by the appointing authority

SECTION 2

GENERAL TERMS AND CONDITIONS

1. CHECKLIST OF DOCUMENTS COMPRISING THE BID

The bid / bids submitted shall have the following documents:

- 1.1. Tender Fees, Earnest Money Deposit
- 1.2. Bid signed and sealed (with official seal) in Original (with photocopies in copy D) on all pages with all pages duly numbered.
- 1.3. Technical Bid with Tender Document in the form prescribed in the Tender.
- 1.4. List of present Partners as applicable.
- 1.5. General power of attorney/Board of Directors resolution/Deed of Authority contract and all correspondences/documents thereof. Format for General Power of Attorney is given at Annexure 6.
- 1.6. Details in the formats as given at Annexure. (please check all the Annexures)

2. BIDDING DOCUMENT

Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

3. AMENDMENT OF BIDDING DOCUMENTS

- 3.1. At any time prior to the deadline for submission of bids, GIDC for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by amendment.
- 3.2. All prospective Bidders who have received the bidding documents will be notified of the amendment and such modification will be binding on them.
- 3.3. GIDC may amend the document if required and the details shall be made available at our website.
- 3.4. In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, GIDC, at its discretion, may extend the deadline for the submission of bids.

4. BID FORMS

- 4.1. Wherever a specific form is prescribed in the Tender Document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- 4.2. For all other cases, the Bidder shall design a form to hold the required information.
- 4.3. Tenderer shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

5. FRAUDULENT & CORRUPT PRACTICES

- 5.1. Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the GIDC of the benefits of free and open competition.
- 5.2. Tenderer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

6. LACK OF INFORMATION TO BIDDER

The Bidder shall be deemed to have carefully examined all contracts documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the document.

7. CONTRACT OBLIGATIONS

If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the performance guarantee/security deposit within the prescribed time limit, the GIDC reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document.

8. BID PRICE

- 8.1. For the purpose of quoting of financial bids, Estimated Cost mentioned in Tender Document shall be considered as minimum fees. Further, minimum fees will be as under and if rates quoted in Financial Bid are lower than Minimum Fees mentioned below, the Bid will be rejected.

Sr.No.	Activity	Minimum Annual Fees
1	Fees for Internal audit at Head Office of the corporation	Rs.4,00,000/-

- 8.2. The Financial bid should indicate the prices in the format/price schedule given at Annexure – 8. Bidder shall categorically confirm strict compliance with the following stipulation in respect of their offer.

8.2.1. Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the GIDC in any way concerning scrutiny/consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

8.2.2. Bidder should indicate a single consolidated rate for contract period based on the payment terms specified in the Tender.

8.2.3. Bids should be submitted directly by the Bidder.

- 8.3. GIDC reserves the right to seek clarification/justification from the Bidder on the bid price in case GIDC deems it necessary. Based on the justification provided by the Bidder, if GIDC feels that the price is unrealistic/ infeasible in

order to execute a project of this nature, GIDC reserves the right to reject the said bid. The Bidders shall be governed by the decision of GIDC.

9. EARNEST MONEY DEPOSIT

- 9.1. The Bidder shall furnish, as part of the Bid, EMD of Rs. 50,000/- in form of DD in favor of “Gujarat Industrial Development Corporation” payable at Gandhinagar in a separate envelope. Only after the confirmation of valid bid security/EMD, the Technical Bid will be opened.
- 9.2. No interest shall be paid on same.
- 9.3. EMD of Bidders not short-listed will be refunded within 30 days from the date of declaration of Short-listed Bidders.
- 9.4. The EMD will be forfeited either in full or in part, at the discretion of GIDC, on account of one or more of the following reasons:
 - 9.4.1. The Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form.
 - 9.4.2. Bidder does not respond to requests for clarification of their Bid.
 - 9.4.3. Bidder fails to co-operate in the Bid evaluation process, and
 - 9.4.4. In case of a successful Bidder, the said Bidder fails:
 - 9.4.4.1. To sign the Agreement in time; or
 - 9.4.4.2. To furnish Performance Guarantee/Security Deposit

10. PERIOD OF VALIDITY OF BIDS

- 10.1. Bids shall remain valid for 180 days after the date of Bid opening prescribed by GIDC. A Bid valid for a shorter period shall be rejected as non-responsive.
- 10.2. In exceptional circumstances, the GIDC may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

11. FORMATS AND SIGNING OF BID

- 11.1. The Bidder shall prepare required number of copies of the bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 11.2. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized (as per Annexure - 6) to bind the Bidder to the Contract/Concession Agreement. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 11.3. The complete bid shall be without alteration or erasures, except those to accord with instruction issued by the GIDC or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

12. SEALING AND MARKING OF BID

12.1. Bidder shall submit their bids **TWO SEPARATE** sealed envelopes as under;

Envelope:1

The Tender fees and EMD in a separate sealed envelope super scribed with the “Envelope for EMD and Tender Fees” and Tender Notice Number

Envelope:2

Original and one copy of TECHNICAL BID complete with all technical and commercial details other than price.

NOTE: Filling up or submission of Financial quotes in physical form will render the Bidder disqualified.

12.2. All the envelopes mentioned above should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed.

12.3. The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases it is declared 'late'.

12.4. If these envelopes are not sealed and marked as required, the GIDC will assume no responsibility for the bid's misplacement or premature opening and rejection.

13. BID DUE DATE

13.1. Bid must be received by the GIDC at the address specified in the Tender Document not later than the date specified in the bid.

13.2. The GIDC may, at its discretion, on giving reasonable notice by fax or any other written communication to all prospective Bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the GIDC and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

14. LATE BIDS / CONDITIONAL BID

14.1. Any bid received by the GIDC after the bid due date/time prescribed in the Tender Document shall be rejected.

14.2. Any bid indicating conditions beyond those indicated in this Tender Document i.e. conditional bid shall be rejected.

15. MODIFICATIONS AND WITHDRAWAL OF BID

- 15.1. Modification of Bids is not allowed
- 15.2. The Bidder may withdraw its Bid after the Bid's submission, provided that written notice of the withdrawal of the bids, is received by the GIDC prior to the deadline prescribed for submission of bids.
- 15.3. The Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.
- 15.4. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD

16. OPENING OF BIDS BY THE GIDC

- 16.1. Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 16.2. The Bidder's names, bid modifications or withdrawals and the presence or absence of relevant EMD and such other details as the GIDC at his/her discretion, may consider appropriate, will be announced at the opening.
- 16.3. At the pre-decided time, the GIDC authorized person shall open the Technical Bids and list them for further evaluation. Any participating Bidder may depute a representative to witness these procedures along with a duly certified authority letter.

17. BID EVALUATION

17.1. Technical Evaluation:

The Bidders who have fulfilled the eligibility criteria (as per Section 1) will be evaluated further. The technical evaluation and comparison of the bids shall be done for the following parameters:

Sr. No.	Evaluation Criteria	Maximum Mark	Criteria	Total Marks
1	Annual turnover of audit and attestation function for the last 3 financial years of the Bidder. (As per Audited Annual Accounts)	20	Rs.0.50 Cr. to Rs.1 Cr.	10
			Rs.1 Cr. to Rs.2 Cr.	15
			Above Rs.2 Cr.	20
2	The Bidder should have minimum 15 years' experience	15	15 to 20 (years)	5
			Above 20 to 25 (years)	10
			Above 25 (years)	15
3	The Established CA Firm must have minimum Staff strength of 50 people on regular payroll including Chartered Accountants as mentioned in Sr. 5 of Section "Eligibility Criteria"	15	Staff Strength 50 – 75	5
			Staff Strength 75 – 100	10
			More than 100	15
4	The Chartered Accountant firm must have Minimum 5 Full time Partners, out of which 3 must be FCA as on date 31.03.2024	20	5-10 partners	10
			10-15 partners	15
			More than 15 Partners	20
5	The bidder having similar experience in minimum 2 Large Organizations/ Corporates etc having minimum turnover of Rs. 200/- Crores	20	2 Assignment of Audit of organization having turnover from 200 Crores to 500 Crores	10
			2 Assignment of Audit of organization having turnover from 500 Crores to 750 Crores	15
			2 Assignment of Audit of organization having turnover more than 750 Crores	20
6	The Bidder having experience of Internal Audit/Statutory Audit of at least 1 listed Company during last 3 years.	10	Up to 2 Assignments	5
			More than 2 Assignments	10
	Total	100		100

The proposals shall be evaluated by Authorized committee as per the parameters and the data and documents provided by the bidders in support of their claims. The cut off marks for shortlisting, based on the technical evaluation is 75 marks. The evaluation committee shall have the right to verify the claims made by the bidder, in whichever way it deems fit. Based on the vide evaluation, only technically qualified bidders scoring more than cut-off marks shall be short-listed and Financial bids for only Short listed bidders will be opened.

17.2. Financial Evaluation:

17.2.1 The price bids of only technically qualified bidders would be opened for further consideration. As the Corporation has decided to empanel Chartered Accountant firms for Internal Audit, The Final empanelment of Agencies will be based on Least Cost method and highest Technical Score and experience. Corporation shall have right to empanel one or more firm for each zone, shall also have right to empanel single agency for one or more zone.

17.2.2 In Case of more than one L1 bids are received for specific activity from different agencies, the final selection will be made on the basis of Technical Score, Performance capacity and experience of the firm and separate presentation made by the bidder before committee authorized by the Corporation. The presentation shall be done by the bidder on 3rd working day from date of opening of Financial bid.

17.3. Bid Evaluation Committee

The above evaluation shall be done by an Evaluation Committee decided by the Gujarat Industrial Development Corporation. The Committee shall determine the approach and methodologies for the issues, which may arise during the above, referred evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.

18. THE GIDC's RIGHT TO VARY SCOPE OF CONTRACT AT THE TIME OF AWARD

18.1. If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder performance of any part of the work under the Contract whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or schedule of implementation, or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the GIDC changed order.

19. GIDC'S RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

19.1. The GIDC reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

20. NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- 20.1. Prior to expiry of the period of Bid validity, the GIDC will notify the successful Bidder in writing that its Bid has been accepted and send successful Bidder the Contract Form.
- 20.2. Within 10 days of receipt of the Contract Form/Work order, the successful Bidder shall sign and date the contract and return it to the GIDC. If the successful Bidder thus selected fails to sign the contract/acknowledge the work order as stipulated, the GIDC reserves the right to offer the contract to the next lowest Bidder.

21. PERFORMANCE GUARANTEE / SECURITY DEPOSIT

- 21.1. The contract performance guarantee/Security Deposit has to be submitted within ten days of receipt of contract form/Work order. The performance guarantee/security deposit shall be 5% of the Total Accepted Tender Value.
- 21.2. Upon the successful Bidder's furnishing of performance guarantee/security deposit and signing of contractual documents, the GIDC will promptly notify all Short-listed Bidders and will refund their EMD.
- 21.3. The performance guarantee/security deposit Format is given at Annexure –7.
- 21.4. The performance guarantee/security deposit of the successful Bidder shall be refunded after successful completion of annual accounts of three financial years and clearance of the same by statutory audit.
- 21.5. The Security Deposit forfeited either in full or in part, at the discretion of GIDC, on account of one or more of the following reasons:
 - 21.5.1. In case the service provider fails to perform or its performance is found to be unsatisfactory, the contract can be terminated by GIDC by giving one month's notice. The performance guarantee/security in that case shall be forfeited without assigning any reason.
 - 21.5.2. In case the agency wants to withdraw the contract their Security Deposit will be forfeited.

22. PAYMENT TERMS

- 22.1. **The payment terms will be as per the following conditions:**
 - 22.1.1. No advance will be paid.
 - 22.1.2. Payment will be made on quarterly basis.

- 22.1.3. All the payments shall be released on receipt of Internal Audit report and certification of satisfactory completion of work from the GIDC
- 22.1.4. The service provider will raise quarterly bill which GIDC shall pay after due verification.
- 22.1.5. Deduction will be made from the quarterly bill for inadequate and unsatisfactory service”.

22.2. Documents to be submitted for payment:

Payments shall be made on submission of following documents.

- 22.2.1. Request letter clearly mentioning the amount of payment
- 22.2.2. Bank Details
- 22.2.3. Invoices with stamp and authority signature.
- 22.2.4. All the payments shall be released on certification of satisfactory completion of work.
- 22.2.5. Details for payment: Account holder’s name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR Code (if these details are not incorporated in contract).

23. PATENT RIGHTS

The Bidder shall indemnify the GIDC against all third-party claims of infringement of patent, trademark/copyright arising from the use of services/product or any part thereof.

24. GIDC HAS RIGHT TO AWARD THE CONTRACT TO ONE OR MORE BIDDERS

The GIDC reserves the right to award the contract to one or more than one Bidder and split the order among different Bidders.

25. CONTRACT PERIOD

This contract will be valid for a period of 3 years. The contract period can be extended further period with mutual consent and satisfactory performance of agency. There will not be any increase in remuneration for 3 years.

26. BIDDER’S OBLIGATION

- 26.1. The Bidder shall appoint, an authorized person not lower than the rank of Manager as “Coordinator -Bidder” to co-ordinate with the GIDC in all matters related to Bidder for the successful implementation and operation of the project and to be responsible for all necessary exchange of information.
- 26.2. The Bidder shall provide all assistance to the GIDC representative/s as they may reasonably require for the performance of their duties and services.

27. FORCE MAJEURE

- 27.1. Notwithstanding anything contained in the RFP, The Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 27.2. For purpose of this clause "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable such as Act of God, Act of War, Act of Public enemy, Natural Calamities, Fires, Floods, Epidemics, Frost, Quarantine restrictions, Strikes, and Lockouts etc. the decision of GIDC regarding Force majeure shall be final and binding on the agency.
- 27.3. The Agency shall promptly notify to GIDC in writing, of such conditions and the cause thereof. Unless otherwise directed by GIDC in writing, the agency shall continue to perform its obligations under the agreements far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure.
- 27.4. No Price Variation shall be allowed during the period of force majeure and liquidated damages would not be levied for this period.

28. TERMINATION OF THE CONTRACT

- 28.1. The GIDC will have the right to cancel the contract if the Bidder commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to, the following:
- 28.1.1. It is found that the schedule of service is not being adhered to.
 - 28.1.2. The Bidder stops work and such stoppage has not been authorized by the GIDC.
 - 28.1.3. The Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.
 - 28.1.4. The GIDC gives notice to correct a particular defect/irregularity and the Bidder fails to correct such defects/irregularity within a reasonable period of time determined by the GIDC.
 - 28.1.5. If the contract is terminated by the Government of Gujarat/ the GIDC unilaterally, the Government will pay to the Vendor remaining amount, if any, for the payment for product provided.

29. "NO CLAIM" CERTIFICATE

The Bidder shall not be entitled to make any claim, whatsoever, against the GIDC, under or by virtue of or arising out of this Contract, nor shall the GIDC entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a "No Claim" Certificate in favors of the GIDC in such forms as shall be required by him after the works are finally accepted.

30. SUSPENSIONS

GIDC may, by a written notice of suspension to the Bidder, suspend the Contract if the Bidder fails to perform any of its obligations under this Contract (including the carrying out of the services) provided that such notice of suspension:

- 30.1. Shall specify the nature of the failure and
- 30.2. Shall request the Bidder to make rectify such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

31. DETAILS TO BE KEPT CONFIDENTIAL

The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the GIDC. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the GIDC whose decision shall be final. The Bidder or his representative should neither disclose the data nor sell the data or use it for commercial exploitation or research work without the written permission of the GIDC.

32. TRANSFERS OF RIGHTS

The Bidder shall not transfer the Contract to anybody except with the prior permission of the GIDC.

33. DELIVERY SCHEDULE

Time is essence of this order and no delay shall be allowed in the schedule mentioned in the contract/work order.

34. GIDC AUTHORITIES

Over and above all, the decision of GIDC will be final and the agency/firm shall abide by it.

35. LEGAL DISPUTES

Legal dispute, if any, would be subject to the Gandhinagar jurisdiction.

SECTION 3

SCOPE OF WORK

1. Common Scope of Work

1. The Auditor have to examine all the books and records as stated in the Internal Audit Manual of the Corporation as per area of verification suggested in the same and to give quarterly draft report in the manner as suggested in the Manual (**A copy of Internal Audit Manual will be available for perusal on official website of the Corporation**).
2. Suggestion for control of computerized operations
3. Submission of separate Internal Audit Report on the areas which requires special and immediate attention of the corporation on the audit work carried out by them.
4. Incorporate the compliance made by the office of the previous quarter audit objections/queries/defects/deficiencies reported in current quarters audit, while submitting reports of the next quarters.
5. Carry out propriety/management Audit & Sanction audit of the sections in which audit work is undertaken.
6. Suggestions of Internal Control Measures
7. Audit on revenue leakages and Suggestion on Improvement
8. The Auditor shall submit Their Internal Audit report on Quarterly basis within the period as prescribed by the Corporation.
9. Assist Corporation in submission of compliance to remarks/observation raised by Statutory Auditor/Government.

2. Additional Scope of Work for Internal Audit at Head Office

1. Co-ordination of the work and report received from the firms of Internal Auditors of Regional Manager's office / Division and sub division offices of the Corporation and submit the report with your opinion and observations.
2. Suggest and provide complete guidance for rectification of the defects and deficiencies in the maintenance of records and books of accounts as may be required to exhibit true and correct picture of the Corporation.
3. Certification of Annual Accounts of the Corporation prepared as per the GID Rules guidelines.

3. Other Terms and Conditions

- 1) Review of Contract: The contract will be reviewed every year. However, during the term of contract, if GIDC is of the opinion that proper services are not rendered by the agency, the same will be discontinued at the notice of one month.
- 2) If any information / facts submitted by the bidder are found misleading / incorrect etc., GIDC reserves the right to reject any or all bidder for the current / future contract or may impose penalties as deemed unfit. Non-compliance of any of the terms & conditions of the tender will also warrant above penalties.
- 3) Interest free performance security deposit equivalent to 5% of the total estimated value of the supply order will be deposited by the successful bidder, within seven days of award of supply order. Security Money will be refunded within 60 days on completion of all contractual obligations, if no complaints are received during the period of warranty.
- 4) GIDC will have the right to reject any or all the bids without assigning any reason.
- 5) GIDC taking into accounts past performance of party/Agency, reserves the right to reject any tender.

- 6) In case any dispute arises in regard to the tender, the decision of the Vice Chairman & Managing Director, GIDC will be final and binding.
- 7) It must be noted that this is just an enquiry and does not amount to any commitment on the part of Gujarat Industrial Development Corporation. The decision of GIDC in this regard would be final and be entirely, at its discretion.
- 8) The agency shall be solely and exclusively liable for employing persons in execution of contract given under this tender. GIDC shall have no liability whatsoever concerning the agency's employees in any respect.

SECTION 4
ANNEXURES
ANNEXURE – 1

PROFILE OF THE BIDDER

The Bidder should furnish the following details:

Sr. No.	Particulars	Details
1.	Name of the Firm	
2.	Name of the Authorized Person	
	Address of the Head office / Branch of the firm as registered with the Institute of Chartered Accountants of India	
3.	Contact Details : Head Office & Branch Office (particulars of each branch to be given)	
	i) Telephone No.	
	ii) Mobile No. of the Partners	
	iii) Fax No., if any	
	iv) Email address	
	v) Website of the Firm, if any	
4.	Firm's Registration Number	
5.	Permanent Account Number of the Firm	
6.	Goods & Service Tax Registration No.	
7.	No. of Years of Existence of the Firm	

Signature of the bidder with seal

ANNEXURE – 2

Information about Client & Audit

Sr. No.	Name of the Client	Constitution	Type/Nature of Audit (Assignments)	Duration	Turnover of the Client

ANNEXURE - 3

TURNOVER OF THE BIDDER

Financial year	Turnover Amount
2020-21	
2021-22	
2022-23	

ANNEXURE - 4

STAFF STRENGTH ON REGULAR PAYROLL

Sr. No.	Team Member	Work Experience with Firm	No.s
1.	Employees - CA	Less than 1 Year	
		More than 1 Year	
2	Employees - CS	Less than 1 Year	
		More than 1 Year	
3.	Employees - Others	Less than 1 Year	
		More than 1 Year	
4.	CA Trainees	Less than 1 Year	
		More than 1 Year	
	Total		

ANNEXURE - 5

INFORMATION ABOUT PARTNERS

SR. NO.	NAME	MEMBERSHIP NO	YEAR OF MEMBERSHIP	STATUS
				ACA/FCA

NOTE: - (PROOF TO BE SUBMITTED FOR ALL THE ANNEXURES AND DETAILS GIVEN WITH CERTIFICATES OF SATISFACTORY SERVICES OF PREVIOUS ORGANIZATIONS)

ANNEXURE – 6

**PROFORMA OF GENERAL POWER OF ATTORNEY
(To be signed and executed in non-judicial stamp paper of Rs. 100/-)**

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt _____ S/O _____
_____ Residing at _____
2. Sri/Smt _____ S/O _____
_____ Residing at _____
3. Sri/Smt _____ S/O _____
_____ Residing at _____

I/We all the Partners/Directors/Board members/proprietors/ Designated authorities of M/s _____ having its registered office at _____ hereby appoint Sri _____ S/O _____ residing at _____ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Office of Gujarat Industrial Development Corporation (GIDC), Gandhinagar in connection with its tender No. _____ Dated _____ For the supply of _____ due for opening on _____

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (with address)

Signature of the Partners/Directors/Board members/ proprietors/Designated Authority

- 1.
- 2.
- 3.

ATTESTED

ACCEPTED

Signature: (Seal and Signature of Signatory of Tender offer of the company/Agency/ firm)

ANNEXURE - 7

FORMAT FOR PERFORMANCE GUARANTEE/SECURITY DEPOSIT

To
Gujarat Industrial Development Corporation
2nd Floor, Block No, 3,4,5
Udhyog Bhavan, Sector-11,
Gandhinagar

In consideration of the GIDC, GANDHINAGAR having its registered office at Gandhinagar (hereinafter called the “GIDC” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No_____ dated_____ issued by the GIDC, Gandhinagar 382010, which has been unequivocally accepted by the Agency/Firm, work of Management service provider for Gujarat Industrial Development Corporation (hereinafter called the said Contract) to accept a DD of performance Guarantee as herein provided for Rs.

(Rupees_____ only) from a Nationalised Bank, in lieu of the security deposit, to be made by the Vendor or in lieu of the deduction to be made from the Vendor’s bill, for the due fulfillment by the said Vendor of the terms and conditions contained in the same Contract.

We,_____ further agree that the GIDC shall be the sole judge of and as to whether our Agency/firm has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the GIDC on account thereof and the decision of the GIDC that our Agency/firm has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the GIDC from time to time shall be final and binding on us.

Name & Designation

Authorization

Date and Place

ANNEXURE -8

FINANCIAL BID FORMAT

Sr. No	Activity	Annual Fees
A	B	C
1	Fees for Internal Audit at Head Office	

Note:-

- All rates should be inclusive of all charges except GST.
- The Corporation will not reimburse any kind of expenses in relation to Travelling or Boarding etc. So rates may be quoted accordingly.
- GST will be applicable as per government norms.
- The above quotes are being requested to know rates in case such a situation arises and for purposes of bid evaluation.
- Rates Quoted for Each Activity will be evaluated separately and Firm will be selected on Lease Cost Method for each Activity.

Signature of the Bidder with Seal