



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6001596
Dated/दिनांक : 08-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-04-2025 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-04-2025 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Science And Technology Department Gujarat
Organisation Name/संगठन का नाम	Gujarat State Electronics Mission
Office Name/कार्यालय का नाम	Gujarat
क्रैता ईमेल/Buyer Email	ad1-gsem@gujarat.gov.in
Item Category/मद केटेगरी	Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report; CA Firm
Contract Period/अनुबंध अवधि	1 Year(s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण

Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	200000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs) from the State of Bid Inviting Authority: Purchase preference will be given to MSEs as Micro and Small Enterprises from the State of Bid Inviting Authority. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+20% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

3. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated

cost.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Number of Years of firm/company's existence as per ICAI certificate:The Chartered Accountant firm must be registered with the Institute of Chartered Accountants of India (ICAI) and evidence to be submitted registration certificate to do the same business continuously engaged for this service/business at least in 1

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:The bidder should have satisfactorily provided similar services of Pre-cum-Internal Audit, Statutory Audit, Accounting, Attesting and Related Services at Government clients/ Autonomous Bodies/ Societies etc. in India for not less than two (2) yrs

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:There must be at least 2 qualified Chartered Accountants in the firm. If any C.A. is the employee of the firm, then he / she must be working with the firm for more than 1 year.

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:There must be at least 2 qualified Chartered Accountants in the firm. If any C.A. is the employee of the firm, then he / she must be working with the firm for more than 1 year.

Number of XX fulltime CA's required and YY professional audit staff:There must be at least 2 qualified Chartered Accountants in the firm. If any C.A. is the employee of the firm, then he / she must be working with the firm for more than 1 year.

Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report; CA Firm (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report
Type of Financial Audit Partner	CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Internal control of financial , Reliability of financial reporting , Investigating fraud , Compliance with law & regulations , Deterring , Governance of company , Risk Management , Compliance with contracts , Treasury operations , Bank Transactions , Review system & processes

Specification	Values
Type of Industries/Functions	Government Society
Frequency of Progress Report	Weekly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Weekly
State	NA
District	NA
Addon(s)/एडऑन	
Post Financial Audit Support	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Charel Joykumar	382010,GSEM, C/O Department of Science & Technology , Block 7, 5th Floor, New Sachivalaya	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

SCOPE OF WORK

(To be printed on letter head of firm with Sign and Seal)

GSEM invites bid from eligible Chartered Accountancy Firm for Appointment of Chartered Accountancy Firm for **Bookkeeping, statutory filing, Pre-cum-Internal Audit & any incentive polices/schemes implemented by office of GSEM including Electronics Policy, Semiconductor Policy and Space Policy and other related work audit** for the Financial Year 2025-26 at GUJARAT STATE ELECTRONICS MISSION [GSEM], Gandhinagar, Gujarat with the following scope of work:

- 1 The Audit has to carry out as GSEM office, Gandhinagar and separate quarterly internal audit report has to be submitted. The reports shall include following but not limited to:
 - Executive summary of major audit observations;
 - Comments on weakness in internal controls, procedures;
 - Unresolved issues;
 - Status of compliance of pending issues.
- 2 Checking of day-to-day financial transactions so as to ensure compliances related to General Financial Rules (GFR), Accounting Standards, Correct classification of expenses, use of correct ledger and cost center in accounting, Arithmetical accuracy, Compliance related to various tax laws such as Income Tax, TDS, GST, TDS under GST etc. All expenditures, payment exceeding Rs.50,000/- shall be pre audit. However statutory, standing and committed expenditure / payment like Salary, Income Tax, GST, Telephone and mobile bill, Electricity, Govt. payment, payment related VVIP movement and any such payment etc. will have to be post audited, if pre-audit was not possible.
- 3 Make entries of all vouchers and preparation of Annual Accounts of GSEM in related Software (Like Tally) with relevant Schedules, according to the Uniform Format for Charitable Trust Act and Income Tax Act. The CA firm must also prepare and maintain bookkeeping of the previous FY i.e., FY 2023-24, FY 2024-25.
- 4 CA firm shall prepare, finalize, certify and file TDS Returns, GST Returns and other statutory filings/returns/documents well within due dates and entire responsibility shall lie with the firm. GSEM will not share any liability arising due to non-filing / late filing of any return / document. Also prepare of Form 16 for employees of GSEM.
- 5 The Audit team will have to visit at least twice a week and in addition, in case urgent payment, the firm will have to visit as and when required. The Audit team will consist of sufficient number of experience and qualified professional in relevant filed. One Person who holds degree of CA must be in the audit team.
- 6 Scrutiny of vouchers/bills related to various payments and providing advice towards tax implications thereof.
- 7 Calculation of Income Tax liabilities of the employees after considering the declaration and proof of Investment given by employees, and correct deduction of Income Tax from the salary of the employees.
- 8 Scrutiny of Bank Reconciliation statement, Advances to suppliers, contractors and employees, release of security deposit and EMD.
- 9 CA firm shall be responsible for ensuring accuracy of account books, bank reconciliation statements, dead stock register, assets register, salary register, entries in various relevant software and all the financial transactions.
- 10 Support to provide all required information and facilitating audit of accounts conducted by Statutory Auditor, CAG and any other agencies.
- 11 CA firm shall be responsible for ensuring compliances of various tax laws.
- 12 Advising on applicability of any other tax, rules, laws, regulations which may be applicable on GSEM and all matters/items covering its scope and applicability in case of

- agencies from which GSEM is availing the services.
- 13 GSEM office is located at Gandhinagar. GSEM will not provide Transport or accommodation to the employees of CA Firm in any condition. If the contractor refuses/denies the assignment, after award of work, all the required actions will be taken by GSEM to safeguard its interest.
 - 14 It shall be the responsibility of the bidders to be fully informed/ acquainted / familiarized with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract.
 - 15 The CA Firm shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The CA Firm shall identify GSEM from any claims in this regard.
 - 16 The Responsibility of correctness and accuracy of Accounting Records will lie with the CA Firm.
 - 17 A reasonable penalty may be imposed on the CA Firm by GSEM as decided, if it is found that the CA Firm failed to perform its obligations in any manner. Such penalty may be deducted from the payment to be made to the CA Firm after giving a written notice.
 - 18 CA Firm will maintain high standards of integrity and professional ethics and morality while handling the work of GSEM and dealing with GSEM and its officials. If it is found that this condition of confidentiality & integrity is compromised by the CA Firm, then GSEM will be at liberty to take further steps (i.e., requesting ICAI for cancellation of license etc.) against the CA Firm.
 - 19 The accounting records and information related to GSEM shall be handled by the CA Firm in a confidential manner and must not be shared with any outsider.
 - 20 Notwithstanding anything contained herein above, GSEM reserves the right to discontinue the services of the CA Firm in the event their services are evaluated as unsatisfactory at any time during the period.
 - 21 Any losses sustained by GSEM due to negligence of CA Firm's services in the form of any loss / damage of property (including those attributable to individual employees/ manpower engaged by the CA Firm) will be recoverable from the CA Firm, as the money value shall be estimated by GSEM. The decision of GSEM in this regard will be final and binding on the CA Firm.
 - 22 The CA Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
 - 23 Any action on part of contractor to influence any Officer of GSEM canvassing in any form shall make the tender document liable for rejection.
 - 24 Jurisdiction: The court(s) at Gandhinagar alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender document / contract. It is specifically agreed that no court outside and other than Gandhinagar court shall have jurisdiction in the matter.
 - 25 Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objectives of the contract.

- **Scope of Work for Electronics Policy, Semiconductor Policy and Space Policy related work audit**

GSEM invites bid from eligible Chartered Accountancy Firm for carrying out Electronics Policy, Semiconductor Policy, IT Policy and Space Policy related work audit for the Financial Year 2025-26 at GUJARAT STATE ELECTRONICS MISSION (GSEM), Gandhinagar, Gujarat with the following scope of work **as and when required**:

1. For providing necessary guidance and technical expertise towards processing of Capital & Operational Claims for applicants under Electronics Policy, Semiconductor Policy, Space Policy and other if any, which is implemented by GSEM.
2. The processing of Capital Claim would involve detailed verification and scrutiny of all the documents received from the applicant mainly the invoices/ e-way bills, bank transactions, ledgers from the vendors as well that from the applicant, followed by Site Visit of the applicant's premises. Finally provide a CA Certificate recommending an amount that is admissible against the amount that has been claimed by the applicant, **as and when required**.
3. The processing of Operational Claim would involve detailed verification and scrutiny of all the documents received from the applicant mainly the Quarterly Progress Report (QPR) Bank Sanction Letter, Quarterly Bank Interest Certificates, Term Loan Account Statement, Day Wise Interest Calculation Sheets in case of the Interest Subsidy; Verification of Electricity Bills and the proof of payment documents for the applicant's claim towards Power Tariff & Electricity Duty Subsidy; Verification of Electronic Challan Records, Combined Challan, Salary Slips as well as Attendance Register of the applicant in case of the applicant's claim towards Employment Generation Incentive towards EPF. The site verification would be followed by calculation of the amount that is admissible in each category and finally provide a CA Certificate recommending an amount that is admissible against the amount that has been claimed by the applicant, **as and when required**.
4. Undertake accounts & payment related verification as well as other industrial compliance for successful Capital Claim Disbursement.
5. Undertake accounts & payment related verification for disbursement of Operational Claims under both these aforementioned policies.
6. On the day of the audit, the CA shall have to remain in person at the site of the company and GSEM shall not pay any additional cost towards the same. Considering this and in view of it, the contract shall be made accordingly.
7. For the audit at the company site conducted by GSEM, the CA of the relevant firm will be required.
8. The selected bidder will have to prepare Inspection Report post site inspections and in case if the need be, would also have to attend the State Level Empowered Committee Meetings that are making the final decisions of these applications received under the Electronics Policy, Semiconductor Policy and Space Policy to provide the necessary guidance.
9. The selected bidder will have to review the Policy documents as well as any additional legal document needed and provide necessary guidance towards compliance while processing the Capex & Opex claims under both these aforementioned policies.

10. The CA Firm will have to assist GSEM in overseeing the Fund including all the current year as well as the previous years, made by GSEM and provide proper guidance for timely documentation.
11. Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objectives of the contract.
12. All the above mentioned work would be conducted in tandem with GSEM team.
13. In case of any dispute, the final decision of MD, GSEM shall be final and binding.

I/We undersigned hereby certify that I/We read all the Scope of Works mentioned above and have no issues and misunderstanding above it. I/We undersigned ready to do the work as per Scope of Works mentioned above.

Authorized Signatory (signature in full): _____

Name and Designation of Signatory: _____

Company Rubber Stamp: _____

BUYER'S ADDED TERMS AND CONDITIONS

For facilitating the Development of Electronics and Semiconductor sector in the State, Government of Gujarat has constituted Gujarat State Electronics Mission [GSEM] as Grant-in-Aid Society, under the aegis of Department of Science and Technology, Government of Gujarat. GSEM invites bid from eligible Chartered Accountancy Firm for **Appointment of Chartered Accountancy Firm for Bookkeeping & Statutory Filings, Pre-cum-Internal Audit & any incentive policies/ schemes implemented by office of GSEM including Electronics Policy, Semiconductor Policy, and Space Policy and other related work audit for the Financial Year 2025-26 at GUJARAT STATE ELECTRONICS MISSION [GSEM], Gandhinagar, Gujarat with following terms and conditions.**

1. Eligibility Criteria:

- i. The Chartered Accountant firm must be registered with the Institute of Chartered Accountants of India (ICAI) and evidence to be submitted registration certificate to do the same business continuously engaged for this service/business at least in last 5 years.
- ii. The Chartered Accountant firm should have been empaneled with the comptroller and Auditor General of India (C&AG)
- iii. There must be at least 2 qualified Chartered Accountants in the firm and registered for a period of at least 5 years. If any C.A. is the employee of the firm, then he / she must be working with the firm for more than 1 year.
- iv. The bidder should have satisfactorily provided similar services of Pre-cum-Internal Audit, Statutory Audit, Accounting, Attesting and Related Services at Government clients/ Autonomous Bodies/ Societies etc. in India for not less than three (3) years before 31-03-2024.
- v. The income of the firm from Audit and attestation assignment should be more than Rs.15 lakhs per year for F.Y. 2021-22 to 2023-24.
- vi. Firm's registered office should be located in Gujarat and if registered office is not located in Gujarat then at least two full time branches should be functional in state of Gujarat for a minimum period of 3 years.
- vii. One full time branch of firm must be located in Ahmedabad/Gandhinagar.
- viii. At least One employee from Firm must be present at GSEM office during working hours. He/She should be capable of doing work related to tally, excel and other accounts related or policy claim related work assigned by GSEM.
- ix. Chartered Accountant of firm should visit GSEM office twice a week. In case of emergency he/she should be present in office within 24 hours from call made by GSEM official.
- x. Firm have to prepare reply & solve cases related to Income tax department for all the matters pending in GSEM till FY 2024-25. Official person from firm have to appear and present before Income Tax Authority to attend Income Tax Scrutiny case, if required.
- xi. Firm also have to guide GSEM for CAG Para Reply as well as statutory auditor's query reply.
- xii. The Firm need to have at least 3 years of audit experience with an expertise in company/ Government clients/ Autonomous Bodies/ Societies etc audits and overall compliance. The CA Firm shall possess the skills to assess internal controls, identify areas of risk, and ensure adherence to relevant industry standards and regulations.
- xiii. Forms of EMD: Bidders who wants to be exempted from submitting EMD have to submit valid documentary evidence as per Gujarat Procurement Policy 2024 Clause 4 [A]. All other Bidders have to submit Rs 6000/- as an EMD with Account Payee Demand Draft/ Pay Order/ Bank Guarantee only from banks approved by Finance Department, Gujarat in favor of "Gujarat**

State Electronics Mission” payable at GANDHINAGAR. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hard copy to the Buyer within 5 days of Bid End date / Bid Opening date.

xiv. Security Deposit: After award of contract, the Successful Bidder have to submit 5% of order value for 15 months from award of contract date as a security deposit/ performance security/ e-PBG as per Gujarat Procurement Policy 2024 Clause 5. Successful Bidder can submit the Performance Security in the form of Account Payee Bank Guarantee form. Security deposit/ performance security /e-PBG should be made in favor of “Gujarat State Electronics Mission” payable at GANDHINAGAR. After award of contract, Successful Bidder has to submit Security deposit/ performance security /ePBG in the original form of hard copy and has to ensure delivery to the Buyer within 15 days of award of contract.

i.

2. Contract Period: The Contract will be initially awarded for the period of one financial year 2025-26. However, the contract may be extended up to maximum further two financial years, based on the mutual consent of both the parties on same terms and condition of the original Contract/ signing of agreement, if the performance/services are found satisfactory in the discretion of GSEM.

3. Termination of the Contract: The GSEM, reserves the right to terminate this initial contract at any time after giving one month’s notice to the selected service provider with or without assigning any reasons. Where a contract is terminated by GSEM on account of violation of term of contract by the Contractor, it shall have the right to award the contract to any other contractor and any expenditure incurred on account of this will be recovered by GSEM from Security deposit or pending bill or by raising a separate claim form the existing contractor.

4. Terms of Payment:

- Payment to the contractor will be made after completion of all contractual obligations of the service provider under the agreement to be executed by and between GSEM and the service provider on presentation of bills and work completion certificate(s) from the authorized representative of the GSEM. In case of any discrepancy in service, bill payment will be withheld till resolution of all issues. No advance payment will be made.
- Taxes as per income tax Act/rules will be deducted at applicable rates from all payments made by GSEM.
- Deductions shall also be made from contractor’s bills during implementation of the contract that may be become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes.
- The GSEM will deduct income tax as per income tax Act from the fees payable at the prevailing rates of such sum as income tax on the income comprised therein.
- No claim for interest will be entertained by the GSEM in respect of any payment/deposit which will be held with the GSEM due to dispute between the GSEM & contractor or due to admin delay for the reasons beyond the control of the GSEM
- The payment shall be done on quarterly basis after due diligence as mentioned above.

5. Amendment of Bid Document: At any time prior to the deadline for submission of proposals, GSEM reserves the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the bidder who have been issued the tender document. The Corrigendum shall be binding on all the bidders and will form part of the bid documents.

- 6. Right to reject any/or all bids:** The office of GSEM 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. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the GSEM / in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- 7. Resolution of Disputes:**
- If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts.
 - In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
 - The place of the arbitration shall be Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
 - The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.
- 8. Price Bid:** The bidders will have to quote the price included all types of taxes and charges. The L-1 firm will be awarded the work. The L-1 firm shall be decided on the basis of the lowest grand total rate offered. The Commercial bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in the technical bid. The Commercial bid opening date and time will be communicated as per GeM portal. All eligibility conditions must be satisfied on the respective dates and not on a later date. The commercial bid shall be opened on the scheduled time and date.
- 9. Relaxation of Terms and Conditions:** The Mission Director, GSEM is empowered to relax any term or condition mentioned herein.
- 10. Compensation /Penalty clause:**
- In case, any of the personnel deployed under the contract is/are absent or fails to report in time and contractor is unable to provide suitable substitute in time, a penalty of Rs.1,500/- for each absence per day will be levied by GUJARAT STATE ELECTRONICS MISSION [GSEM].
 - In case any complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.1,500/- for each such incident shall be levied.
 - In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirement of the contract, GUJARAT STATE ELECTRONICS MISSION [GSEM] reserves the right to impose the penalty as detailed below: -
 - 10% of the cost of order/agreement per week, up to four weeks of delay.
 - After a delay of four weeks, GUJARAT STATE ELECTRONICS MISSION [GSEM] reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other contractor(s). The defaulting contractor shall be blacklisted for a period of 3 years and his performance security deposit may also be forfeited, if so warranted.
 - In case of breach of any terms and conditions attached to this contract, a penalty of Rs.1,500/- for each such incident shall be levied.

- The manpower found drunk, in possession/consumption of tobacco, alcohol, drugs or sleeping on duty to be removed by the Contractor and a penalty of Rs.1,500/- for each such incident shall be levied.

11. Disclaimer: The near relatives of employees of the GUJARAT STATE ELECTRONICS MISSION [GSEM] are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- Member of a GUJARAT STATE ELECTRONICS MISSION [GSEM]
- Their husband or wife.
- The one is related to the other in the manner as father, mother, son(s), son's wife (daughter- in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

Authorized Signatory (signature in full): _____

Name and Title of Signatory: _____

Company Rubber Stamp: _____