

ADDITIONAL TERMS AND CONDITIONS (ATC)
FOR
SELECTION OF CHARTERED ACCOUNTANT FIRM FOR
STATUTORY AUDIT OF GUJARAT RAJYA INSTITUTION
FOR TRASFORMATION
(2024-25 & 2025-26)

Through GeM Only

GUJARAT RAJYA INSTITUTION FOR TRASFORMATION
DIRECTORATE OF ECONOMICS & STATACTICS,
SECTOR 18
Gandhinagar – 382 010,
Gujarat.

Phone: 079-23252554

E-mail: ap-grit@gujarat.gov.in

GEM-TENDERING SCHEDULE

BID END DATE / TIME	Dt. 01-05-2025 05:00 PM
BID OPENING DATE / TIME	Dt. 01-05-2025 05:30 PM
In case the above date is declared as Public Holiday, the same will be opened on the next working day	

ELIGIBILITY CRITERIA FOR BIDDERS

The bidder should be fulfilling the following conditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. **Bids from consortiums are not allowed.** Bids without documentary evidence will not be considered for further evaluation.

PRELIMINARY CRITERIA:

EMD (Interest Free and Refundable)	Rs.3,600 (3% of Estimated Tender Value).	Demand Draft/ Bank Guarantee in the name of Gujarat Rajya Institution for Transformation, payable at Gandhinagar.
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- Bids without EMD will not be considered for further evaluation.
- The bidder has to upload scanned copy of DD along with bid and has to ensure delivery of hard copy to the GRIT within 5 days of bid end date. Only after the confirmation of valid bid security, the Technical Bid will be opened.
- No interest shall be paid on bid security.
- Bid Security of Bidders not short-listed will be refunded within 30 days from the date of declaration of Short-listed Bidders. If the Bidder is short-listed then the security will be refunded within 30 days from the date of signing of the Agreement.
- The successful bidder's Bid security will be discharged upon the Bidder signing the contract/ Agreement, and furnishing the Performance Guarantee.

SECONDARY ELIGIBILITY CRITERIA:

Sr. No.	Eligibility Criteria	Documentary Evidences to be attached
1	Bidder firm must be registered with institute of ICAI for more than 3 years.	Registration certificate of firm by Institute of Chartered Accountants of India as on or before dated 01-04-2024 for more than three years.

Sr. No.	Eligibility Criteria	Documentary Evidences to be attached
2	The bidder firm must have income from audit and attestation assignment of more than Rs. 7 (seven) lakhs each in last 3 years (FY 2021-22, 2022-23, & 2023-24).	Original Chartered Accountant certificate clearly indicating income of the bidder in last three years ending on 31st March 2024. (i.e. FY 2021-22, 2022-23, & 2023-24) as per the format given at Annexure-5 .
3	The Bidder must have minimum 2 chartered accountants (1 FCA) including one having post qualification experience of more than 1 year.	Registration certificate of firm by Institute of Chartered Accountants of India as on or before dated 01-04-2024 (ANNEXURE-2)
4	The bidder firm must have done Statutory Audit of at least 3 (three) different Government Society under the Society registration Act 1860 and Bombay public Trust Act 1950 in last 3 years (FY 2021-22, 2022-23, & 2023-24) having turnover /grant/income of not less than 5 (five) crores.	Copy of work order/agreement issued by clients. The bidder shall present the original work order/agreement for verification by Authority if required along with Balance Sheet and P&L Accounts. (ANNEXURE-3)

Sr. No.	Eligibility Criteria	Documentary Evidences to be attached
5	<p>The bidder firm must have Turnover from accounting and financial services of more than Rs. 25 (twenty Five) lakhs each in last 3 years FY 2021-22, 2022-23, & 2023-24).</p>	<p>Original Chartered Accountant certificate clearly indicating income of the bidder in last three years ending on 31st March 2024. (I.e. for Financial year 2021-22, 2022-23, & 2023-24) as per the format given at Annexure-5.</p> <p>The bidder shall also submit CA certified audited Balance sheet and Income statement duly signed by the Independent CA and authorized signatory/ies of the bidders.</p>
6	<p>Registered office/branch of the firm must be located at Ahmedabad/Gandhinagar.</p>	<p>The Bidder should submit registered office/branch office Address Proof document. (Sales deed/ rent agreement and last month electricity bill).</p>
7	<p>The bidder/ partner of the firm should not have been black listed by Central/State Government. Department/Public Sector Undertaking for any contract executed in past</p> <p style="text-align: center;">AND</p> <p>Should not be undergoing disciplinary actions by ICAI or any court of law.</p>	<p>Self-Declaration in the form of Affidavit on Rs.300 Non – Judicial Stamp paper stating that</p> <p>The CA Firm/ partner of the firm is not have been black listed by Central/State Government Department/Public Sector Undertaking for any contract executed in past</p> <p style="text-align: center;">AND</p> <p>is not undergoing disciplinary actions by ICAI or any court of law.(Annexure 1)</p>

Sr. No.	Eligibility Criteria	Documentary Evidences to be attached
8	CA Firm Empanel with C&AG, New Delhi.	C & AG, New Delhi Certificate for the FY 2024-25 & FY 2025-26 duly stamped and signed (self-certified).
9	GST Registration.	Copy of Registration certificate under GST.
10	The bidder must have minimum staff strength of 5 (Five) people on regular pay roll including two employees having post qualification experience of more than 1 year.	Self-Declaration by the firm as per the format given at Annexure – 4 .

Note: -

1. Bids without above documentary evidence will not be considered for further evaluation.
2. GRIT reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the decision of Authority shall be final in this regard. GRIT reserves right to accept or reject one or more bid or to cancel bidding process without giving any reasons thereof.
3. It is mandatory for bidder to fill all the details in all annexures mentioned at the end of this bid document in same format and upload it.

BROAD SCOPE OF WORK

- (1) The Chartered Accountant firm needs to carry out the statutory audit of GRIT for F.Y. 2024-25 and F.Y. 2025-26.
- (2) Audit of accounts and expenditure incurred.
- (3) Finalization of the financial statements in accordance with the requirement of Bombay Public Trust Act 1950 and Society Registration Act 1860.
- (4) Check of all necessary documents, records and accounts to be kept in respect of the project/scheme/workshop/grant.
- (5) Review and assess the conclusions drawn from the audit evidence.

- (6) Review and assess that the financial information has been prepared using acceptable accounting policies, which have been consistently applied.
- (7) Review and assess that the financial information complies with relevant regulations and statutory requirements.
- (8) Review and assess that there is adequate disclosure of all material matters relevant to the proper presentation of financial information, subject to statutory requirements, where applicable.
- (9) Verification of TDS deduction from salary and other payments.
- (10) Grant Utilisation Certification (UTC)'s verification from time to time.
- (11) Issue Audit paras and Verification of compliances of paras raised.
- (12) Discuss Draft Audit Report along with Financial Statement at level of Member Secretary or chairman.
- (13) The certified copy of the annual Accounts along with the auditor report will have to be presented in the state assembly by GRIT Office. Hence, statutory audit must be completed within the required timeframe so that accounts can be approved by Governing Body of GRIT in time. The firm must deploy sufficient manpower to meet this deadline.
- (14) Total Expense of the GRIT for **FY 2024-25 is Rs. 3.00 crore**. Total Budget of the GRIT for **FY 2025-26 is Rs. 13.55 crore** and Grant may be received from central govt is **Rs. 3.00 crore approx**.

BROAD TERMS AND CONDITIONS

1. THE SUBMISSION OF THE PROPOSALS:

The proposals shall be submitted in two packet on GeM portal viz., Technical & Financial Proposal and should follow the forms given in the supplementary information.

- The “Technical” proposals must be submitted following the formats / schedules given in the supplementary information. The first part marked “**TECHNICAL PROPOSAL**” should include the description of the firm / organization, the firm’s general experience in the field of assignment, the proposed work plan methodology and approach in response to suggested terms of reference.
- Technical proposal along with documentary evidence showing qualification criteria should be submitted online as required.

2. OPENING OF PROPOSAL

The date and time of online opening of technical proposal will be as per schedule of bid.

FINANCIAL BID

The financial bid is required to be submitted online only on GeM Portal inclusive of all expenses and GST. If any bidder sends the Financial Bid physically, bidder will be considered disqualified and its bid will not be opened for scrutiny. Total rates should be quoted for Statutory Audit (including IT, GST return filing) work of GRIT for financial year 2024-25 & 2025-26.

3. AWARD OF CONTRACT

- Financial Bid of the bidders meeting with Eligibility Criteria will only be opened. Thus, Technical Bid not meeting with Criteria and necessary evidence will be considered as non-responsive and will be ignored for further process.
- Upon fulfilling eligibility criteria the financial bid will be opened online on GeM portal and lowest financial bidder will be awarded the contract.
- This bid is for appointment of Chartered Accountant Firm for Statutory Audit for the financial year 2024-25(From incorporation of GRIT i.e. 12-09-2024) & 2025-26. Same can be extended for another 2 year on mutual consent and satisfactory performance of the firm. However, if services are not satisfactory, the assignment can be cancelled and terminated. The firm must give NOC in such circumstances.
- Please note that Gujarat Rajya Institution for Transformation, Gandhinagar is not bound to select any of the firm submitting proposals.
- Proposal shall be valid for 180 days from the date of submission without change.
- Please note that cost of preparing a proposal including visits to GRIT, Gandhinagar if any, is not reimbursable.
- Please note that the remuneration which one firm may receive from the contract will be subject to tax liability in India.

4. SECURITY DEPOSIT

Successfully selected CA Firm has to deposit performance security **@5% of the contract value** within 15 days of intimation by D.D./ B.G. payable in favor of "**Gujarat Rajya Institution for Transformation**" of any of the banks approved by State Government, the present approved Banks is as given in Annexure-6. The BG will be released or returned after completion of the work. In case of expiry of BG, firm has to renew the same before one month of expiry. The SD will be released within 90 days upon completion of work contract.

5. GRIT'S RIGHT TO ACCEPT AND TO REJECT ANY/ ALL BIDS

Authority 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.

6. RESPONSIBILITY OF GRIT

- GRIT authorities will provide required Hardware, Software, Internet Connectivity and other infrastructure as required.
- GRIT authorities will clear payment of CA Firm within 30 days from the submission of invoices after completion of satisfactory work.

7. GOVERNING FACTORS

- All or any of the information provided by GRIT shall not be used for any other purpose; CA Firm shall return all the documents to GRIT on completion of work. The IPR or any other right on the work done by CA Firm shall be the ownership of GRIT only.
- Work shall be completed within stipulated time limit.
- CA Firm needs to provide required number Account staff with at least M.Com with 2 years of relevant experience/ B.Com with 3 years of relevant experience and having sufficient knowledge of Statutory Audit under the supervision of Partner or Employee CA of the Firm. Article or Trainee will be strictly prohibited from writing accounts.
- The CA firm shall also have to remain present in co-ordination / Review meetings or State Government level meeting as and when called.

- Rates agreed shall be firm till the completion of work inclusive of all Transportation Charges, Daily Allowance, Accommodation Charges or any other charges including GST. Actual conveyance for travelling outside Gandhinagar / Ahmedabad will be paid by GRIT as per rules, subject to prior approval.
- The assignment mentioned herein is intended to be job oriented and not time oriented and the CA firm shall not be entitled to claim any compensation in the event of the time estimated for the completion of the work being extended for any reason what so ever.
- GRIT has full powers to changes any condition of this contract at any point of time and it must be abide to all parties.
- Estimated cost for FY 2024-25 is 42,000/- (35% of total cost) and for FY 2025-26 is 78,000 (65% of total cost). Thus total estimated cost for the both financial year work is Rs.1,20,000/-including GST. However, GRIT will accept bid of the lowest bidder only which may be less than Rs.1,20,000/- for above mentioned Period.

8. PAYMENTS

- **Payment will be made after** submission of Annual Audit Report to GRIT and same is approved by competent authority for every f.y.
- Payment will be released after deduction of applicable TDS, in case there is no dispute in respect of work carried out by the Statutory Auditor.
- In case of unavoidable circumstances if the GRIT fails to make payment in time the Bidder will not ask for any interest for the delay period. The Bidder shall continue with providing its services up to the time period requested by the GRIT.
- The rate quoted by the bidder in financial bid will remain firm and no deviation will be accepted till the completion of the contract. No additional payment will be made for auxiliary items like preparation of reports, printing, binding, transportation expense etc.

9. PENALTY

- GRIT will levy penalty in case the Bidder fails to provide the services specified by the GRIT in the Broad Scope of Work and other conditions of this Tender Document. The amount of penalty shall be commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by GRIT. Such an amount payable by the Bidder

shall be final and binding and shall not exceed **10% of the Total Accepted Tender Value** of the bidder for the Contract Period. On the Bidder repeatedly failing to rectify the faults within the time period as stated by the GRIT, the GRIT is free to cancel / terminate the Contract.

- If work will not complete within stipulated time then **5% of contact value** will be deducted from the payable amount to the firm as penalty. However, GRIT may waive off the penalty considering justification of delay.
- Also, the GRIT may, at its discretion, get the deviations, faults attended/ rectified by any other Bidder at the risk and cost of the Bidder and the same will be recovered from the Bidder, apart from blacklisting/ debarment as per Government Policy.

10.TENURE OF THE CONTRACT

The appointment of this service is for **FY 2024-25 & FY 2025-26**. However GRIT, Gandhinagar is authorized to terminate the contract without assigning any reasons there of or can be extended for another 2 year further on mutual consent and satisfactory performance of the firm.

11.PATENT RIGHTS

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

12.TERMINATION OF THE CONTRACT

At any time during the Contract Period, GRIT has the right to cancel the Contract after giving a notice of one month, if the Bidder commits breach of any or all conditions of the contract and fails to remedy the breach within the time frame given by the GRIT. Breach of contract includes, but not limited to the following:

- The Bidder stops work and such stoppage has not been authorized by the Authority.
- The Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.

- GRIT 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 GRIT
- The Bidder is found to act in selfish interest and not in interest of the beneficiaries.
- Serious misconduct/ accident on part of the Bidder.
- The registration of the Bidder with The Institute of Chartered Accountants of India gets cancelled due to any reason.
- Failure of Bidder in intimating the GRIT of its blacklisting by any central/state government body during the contract period, the GRIT reserves the right to terminate the contract
- The GRIT reserves the right to accept to terminate the contract from bidder side after receiving one-month notice period. No payment will be made in such circumstances.

13. OWNERSHIP OF DATABASE AND ASSET

The ownership of database as and when created in the course of the execution of the work under this tender during the contract period without any liability will be automatically vested with the GRIT. None of the physical facility and manpower created under this tender shall be transferred to GRIT at the end of the Contract Period, except the capital expenditure made by the GRIT.

14. DETAILS TO BE KEPT CONFIDENTIAL

- The Bidder shall keep the details of the contract, records of offices, reports and any type of information as private and confidential. Also, any type of data, information, documents will not be allowed to bring outside of the office premises. 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 GRIT. 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 GRIT whose decision shall be final.

- The Bidder or his representative should neither disclose the data of Audit nor sell the data or use it for commercial exploitation or research work without the written permission of the Authority.

On breach of above conditions contract will be terminate on immediate basis and necessary legal action will be taken by the authority on the firm.

15. TRANSFER OF RIGHTS

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

16. IMPLEMENTATION SCHEDULE

The Bidder is required to commence operations as per broad scope of work from the date of signing of Work Order/ Letter of Acceptance.

17. GENERAL REQUIREMENT

- GRIT reserves full right to alter its requirements.
- The decision of the GRIT will be final in all the matters.

18. DISPUTE RESOLUTION BETWEEN BUYER AND SELLER

- Any dispute or legal issue or violation of contract between buyer and seller will be resolved in Gandhinagar, Gujarat Jurisdiction only.
- Jurisdiction of Courts irrespective of the place of delivery, the jurisdiction will be always Gandhinagar, Gujarat.

ANNEXURE -1

(On Rs. 300/- stamp Paper)

To,

Sir,

Subject:-BID FOR PROVIDING SERVICE OF CHARTERED ACCOUNTANT FIRM FOR STATUTORY AUDIT OF GUJARAT RAJYA INSTITUTION FOR TRASFORMATION FOR FY 2024-25 & 2025-26.

I / We _____ Chartered Accountant firm (ICAI Registration No. _____) here with enclose Technical proposal for your Bid for selection of Chartered Accountant Firm for Statutory Audit of Gujarat Rajya Institution for Transformation.

We/ Our Partner declare that all information submitted by us in response of bid is true and correct.

We/ Our Partner are not/ have been black listed by Central/ State Government Department/ Public Sector Undertaking for any contract executed in past.

We/ Our Partner is not undergoing disciplinary actions by ICAI or any court of law

We/ Our Partner undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". Undersigned is authorized to sign this letter and submit documents and the same shall be binding to our firm.

We declare and say that above statement is true and nothing is concealed and is aware that there will be criminal proceeding in case anything is found incorrect or information is concealed.

Yours faithfully

Sign & Seal:

Full name:

Address:

(CA Firm)

ANNEXURE-2

Name of the Firm _____

Details of Full – time Partners of the firm Details of CA Partners

Sr.No	Name	Member Ship No.	Wheth er FCA/A CA	Date of joining the firm(fulltime)	Date of Becoming FCA
1	2	3	4	5	6

Note:-

- Latest Certificate of constitution issued by ICAI should be attached with Technical Proposal.
- This form should be submitted with Technical Proposal.

**Sign and seal of authorized
representative**

ANNEXURE-3

Name of the Firm _____

Details of Statutory Audit of at least 3 (three) different Government Society under the Society registration Act 1860 and Bombay public Trust Act 1950 in last three years(FY, 2021-22 , 2022-23 & 2023-24) having turnover /grant /income of not less than 5 (five) crores.

Sr. No.	Name of the Government Society.	Nature of Assignment	Year for Which appointed	Amount of Turnover/ Grant/ Income of Society.

Note:-

- Work order must be submitted with Technical Proposal.
- This form should be submitted with Technical Proposal.
- GRIT reserves rights to verify the documents from the respective Government Bodies.

Sign and seal of Authorized representative

ANNEXURE-4

Name of the firm: _____

Details of Certificate

Sr.No.	Name of Partner/Employee of the Firm	Designation	Certificate No. Issued by ICAI (FCA/ACA)

Note:-

- This form should be submitted with Technical Proposal

Sign and seal of Authorized representative

ANNEXURE-5

FORMAT FOR CA CERTIFICATE

(On CA's Letter Head)

TO WHOM SO EVER IT MAY CONCERN

CHARTERED ACCOUNTANT CERTIFICATE

On the basis of verification of books of accountants and other documents produced before us and maintained by the Company, we certify that M/s _____(ICAI Registration No. _____) is engaged in Chartered Accountant practice. This is to certify that firm has income from Audit & Attestation assignments and Accounting & Financial Services practice in the last three years ending on 31st March, 2024. (I.e. for Financial year 2021-22, 2022-23 & 2023-24) are as follows:

Sr. No	Financial Year	Revenue from Audit & Attestation assignments (in Rs. Lacs)	Revenue from Accounting Financial Services (in Rs. Lacs)
1	2021-22		
2	2022-23		
3	2023-24		

CA Stamp & Seal and UIDIN No.

ANNEXURE-6

LIST OF ACCEPTABLE BANKS FOR TENDER DOCUMENT

FEE/EMD/SECURITY DEPOSIT (SD)

- (A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis:
1. All Nationalized Banks.
- (B) Guarantees issued by following banks will be accepted as SD/EMD as per prevailing Gov rules. The validity cut-off date in GR is with respect to date of bank guarantee irrespective of date of termination of bank guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalupur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagrik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd.
11	HDFC Bank	27	SVC Co-Operative Bank Ltd.
12	HSBC Bank	28	The Gujarat State Co-Operative Bank Ltd.
13	ICICI Bank	29	The Mehsana Urban Co-Operative Bank Ltd.
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd.
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd.
16	Karur Vyasya Bank	32	Saurashtra Gramin Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

