

## **CORRIGENDUM**



**Name of Tender:** Selection of Chartered Accountant Firm for Assessment and Certification of Financial Incentives under various incentives schemes and provide services to Project Implementation Unit for Commissioner of Tourism.

**The last date for Tender has been extended as Under:**

<b>Sr.No</b>	<b>Description</b>	<b>Original Date &amp; Time</b>	<b>Changed Date &amp; Time Now to be read as</b>
1	Bid Document Downloading and Online submission End Date	19/06/2023 till 18.00 hrs	26/06/2023 till 18.00 hrs
2	Last Date & Time for receipt (Submission) of Technical Bid	21/06/2023 till 15.00 hrs	28/06/2023 till 15.00 hrs
3	Date of Tender opening	22/06/2023 at 14.00 hrs	28/06/2023 at 16.00 hrs

Prospective Bidders are requested to refer the website: [www.gujarattourism.com](http://www.gujarattourism.com) as well as [www.nprocure.com](http://www.nprocure.com) for further updates.

**Managing Director  
TCGL**

## Corrigendum



**Name of Tender:** Selection of Chartered Accountant Firm for Assessment and Certification of Financial Incentives under various incentives schemes and provide services to Project Implementation Unit for Commissioner of Tourism.

**Considering Changes in document as per below details.**

Sr. No	Reference clause	Original Document	Changed document Now to be read as								
1	Page no.11 (A) pre qualification criteria for bidders, point 3	The bidder should have successfully completed at least 2 projects from the below with state govt/central govt/Multi level financial institute/ PSU/ Corporation/ Institutes/Banks in last five years (i.e.2017-18 to 2021-22).	The bidder should have successfully completed at least 2 projects from the below with state govt/central govt/Multi level financial institute/ PSU/ Corporation/ Institutes/Banks/ <b>listed companies/big corporate group</b> in last five years (i.e.2017-18 to 2021-22).								
2	Page no 19, chapter II, article 11, point no.b	The Bidder should indicate a single consolidated rate for contract period based on the payment terms specified in the tender.	Deleted. The bidder need to quote as per financial bid.								
3	Page no 26, chapter - III, article 1, point no.c	Deputation of resources <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Designation</th> <th style="width: 70%;">Minimum Experience in preparing report/ financial proposal and assessment</th> </tr> </thead> <tbody> <tr> <td>Financial expert</td> <td>5 years</td> </tr> </tbody> </table>	Designation	Minimum Experience in preparing report/ financial proposal and assessment	Financial expert	5 years	Deputation of resources <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Designation</th> <th style="width: 70%;">Minimum Experience in preparing report/ financial proposal and assessment</th> </tr> </thead> <tbody> <tr> <td>Financial expert</td> <td>3 years</td> </tr> </tbody> </table>	Designation	Minimum Experience in preparing report/ financial proposal and assessment	Financial expert	3 years
Designation	Minimum Experience in preparing report/ financial proposal and assessment										
Financial expert	5 years										
Designation	Minimum Experience in preparing report/ financial proposal and assessment										
Financial expert	3 years										
4	Page no 30, Chapter - IV, Article 5	Liquidated damages - penalty would be applicable at the rate of <b>25%</b> of the contract value for delay of each day taken by the bidder, subject to maximum of <b>50%</b> of the contract value.	Liquidated damages - penalty would be applicable maximum upto 25% of contract value. The rate of penalty would be decided by competent authority in case of any delay per case per day.								
5	Page no 23, chapter II, Article	TCGL may at any time, by a written order given to the Bidder	Deleted								

	23, point 23.1	make changes which include inclusion of more villages/area to be surveyed or exclusion of some villages/area to be surveyed within the general scope of contract.	
6	Page no 30, Chapter -IV, Article 4	Acceptance And Quality Check by Third Party Agency -	Article 4 Deleted
7	Page no.25, chapter-III, Article 1 b point 3	Conducting workshops for various initiatives in the state and gather industry feedback and regularly modify policy & guidelines issued by Commissioner of Tourism.	Workshops shall be conducted by TCGL. Agency shall provide necessary professional support to TCGL for conducting workshops on various initiatives taken by the authority, gathering feedback from industry/other stakeholders so as to modify/improve policy/guidelines being issued from commissioner of Tourism from time to time.

**Managing Director**

**TCGL**

Tender Notice No. \_\_\_\_\_

## **TENDER DOCUMENT**

**For**

**SELECTION OF CHARTERED ACCOUNTANT FIRM FOR  
ASSESSMENT AND CERTIFICATION OF FINANCIAL  
INCENTIVES UNDER VARIOUS INCENTIVES SCHEMES AND  
PROVIDE SERVICES TO PROJECT IMPLEMENTATION UNIT  
FOR COMMISSIONER OF TOURISM**

**Through online e -tendering process only**



**TOURISM CORPORATION OF GUJARAT LTD**

Block No. 16, 4th floor, Udyog bhavan

Sector - 11, Gandhinagar - 382 017

Phone: 91-079-23977208, 23977219

**[www.gujarattourism.com](http://www.gujarattourism.com)**

**June, 2023**

## Notice inviting On-line Tender

Details about Tender: Tender Notice No. ----- of 2023

Department Name	:	Tourism Corporation of Gujarat Limited
Officer Inviting Bids/Bid Opening Authority	:	The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector - 11, Gandhinagar – 382 017. Ph: (079) 23977219
Name of Work	:	Selection of Chartered Accountant Firm for Assessment and Certification of Financial Incentives under various incentives schemes and provide services to Project Implementation Unit for Commissioner of Tourism.
Period of Contract	:	The said project will be awarded for <b>3 years</b> from the date of signing of agreement. It can be further extended upto 01 year depending upon performance and requirement of TCGL
Tender Currency Type	:	Single
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture \ Consortium	:	Not Allowed
<b><i>Amount Details</i></b>		
Tender Document Fee	:	<b>Rs.2500/-</b> in form of Demand Draft (DD). The list of acceptable banks for Tender fee/EMD is given at <b>Annexure -12.</b>
Bid Document Fee Payable to	:	Non refundable by Demand Draft in favor of <b>“Tourism Corporation of Gujarat Ltd.</b>
EMD (Earnest Money Deposit) (INR)	:	<b>Rs.1,00,000/-</b>
EMD in favour of	:	(Rupees One Lakh only) in form of DD in favor of <b>“Tourism Corporation of Gujarat Ltd.” at Gandhinagar</b> The list of acceptable banks is given at <b>Annexure -12.</b>
<b><i>Tender Dates</i></b>		
Bid Document Downloading Start Date	:	01/06/2023 at 15.00 hrs
Bid Document Downloading and Online submission End Date	:	19/06/2023 at 18.00 hrs
Pre-bid Meeting Date	:	06/06/2023 at 15.00 hrs
Last Date & Time for Receipt (Submission) of Technical Bid	:	21/06/2023 at 15.00 hrs
Date of Tender opening	:	22/06/2023 at 14.00 hrs
Bid Validity Period	:	180 days from opening of price bid
Physically submission of certain documents, etc.	:	Address: The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector - 11, Gandhinagar –382 017
Phone	:	(079) 23977208 , 23977219

## **General Terms and Conditions**

- (1) Bidders can download the tender document free of cost from the website.
- (2) Bidders have to submit Price bid in electronic form only on nprocure website till the last date & time for submission.
- (3) Price bid offers in physical form will not be accepted in any case.

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n)Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed. The bidder should contact at below mentioned address for Free vendor training camp will be organized every Saturday between 4.00 to 5.00 PM at (n) Code Solutions – A Division of GNFC Ltd. Bidders are requested to take benefit of the same.

### **(n) Code Solutions**

**A Division of GNFC**

**301, GNFC Infotower, Bodakdev, Ahmedabad –380 054 (India) ,Tel: +91 26857316/ 17/ 18,  
Fax: +91 79 26857321, E-mail: [nprocure@gnfc.net](mailto:nprocure@gnfc.net)**

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## INVITATION FOR BIDS (IFB)

The Government of Gujarat takes several proactive initiatives for tourism promotion. There are now new Heritage Tourism Policy 2020-25, Tourism Policy 2021-25, Cinematic Tourism Policy 2022-27 and other schemes.

It is necessary to promote key initiatives and incentivize investment to promote the tourism sector in Gujarat. It is essential to attract investment across various tourism units & service providers from international and national companies.

In view of the above, TCGL invites bids from the prospective bidders to support implementation of various Tourism policies, strategy formulation, handholding and investor monitoring & facilitation.

The work includes to assist the department in the implementation of various initiatives related to tourism policies/schemes and programs to support overall tourism growth and attracting private investment in the tourism sector of the state.

The bidder need to do following work,

- To ensure proper understanding, interpretation and support implementation of all policies issued by Tourism Department, GoG.
- Devise proper methodology for receiving and processing various financial/other claims of the eligible prospective/existing investor, make recommendations for release of applicable financial incentives and prepare notes for concerning non-financial issues for perusal of the authority.
- Verify recommend and certify the financial claim of applicants through verification of various documents, records, books of accounts, transaction of the applicants.
- To prepare a roadmap and workplan for implementation of various policies
- To act as support and function for establishing links with all the relevant stakeholders and authorities in order to attain seamless facilitation for investment interests.
- To act as a data centre for recording, analysing, updating various investment in tourism sector/tourism projects executed, in operation, in pipeline along with administrative issues for in time completion of various projects.

**The bidder will have to appoint Two dedicated persons with profiles mentioned in the tender and to be stationed Full time at TCGL office Gandhinagar during the entire tenure of the contract, to help TCGL official for important documents related work.**

Due to Covid-19, Bidder shall maintain the social distancing and follow all the govt. guidelines for attending meetings/undertaking works.

### SCHEDULE FOR INVITATION OF TENDER

To	<b>Name of Tender:</b> Selection of Chartered Accountant Firm for Assessment and Certification of Financial Incentives under various incentives schemes and provide services to Project Implementation Unit for Commissioner of Tourism.
	<b>Issue of Tender</b> From 01/06 /2023 at 15.00 hrs to 19/06/2023 upto 18.00 hrs.
	<b>Pre-Bid Meeting:</b> On 06/06/2023 at 15.00 hrs at the The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017
	<b>Bid Due Date:</b> 19/06/2023 upto 18.00 hrs. (Online)
	<b>Technical Bid Submission due date:</b> 21/06/2023 upto 15.00 hrs
	<b>Technical Bid Submission Address:</b> The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017
	<b>Technical Bid Opening Date &amp; Time:</b> 22/06/2023 at 14:00 hrs
	<b>Price Bid opening:</b> To be communicated later
	<b>Venue:</b> The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017.

**Note:**

- Please address all queries and correspondence to the The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017.  
**Email address:** [investments@gujarattourism.com](mailto:investments@gujarattourism.com)
- If the Office of the The Managing Director, TCGL happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office upto the same time and at the same venue.
- Please quote Ref. Number in all your correspondence.

**General Instructions**

- 1.0** Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com>. Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions – a division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority. Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
- 2.0** **Technical Bid:** Bidders shall submit physically their bids in TWO SEPARATE PARTS in sealed envelopes super-scribed with due date, time, project, and nature of bid). **Bidder has to submit hard bound document duly numbered. Loose documents may be outrightly rejected.**

**PART-I:** Bid Security and Price of the Tender Document in a separate sealed envelope superscripted with the Tender Document number. Please enclose EMD of **Rs. 1,00,000/-** and Price of one copy of the Tender Document of **Rs 2500/-** in form of Demand Draft drawn in favour of **“Tourism Corporation of Gujarat Limited”** payable at Gandhinagar.

**PART-II:** Original and one copy of TECHNICAL BID complete with all technical and commercial details **except the prices**. Original printed document shall be considered as authentic.

**Note: Filling up prices in Part II will render the Bidder disqualified.**

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips shall be filled and pasted on the envelopes. All pages of the offer must be signed.

- 3.0 Financial Bid: Bidder shall submit the FINANCIAL BID online through [www.nprocure.com](http://www.nprocure.com) only.**
- 4.0** Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviations, article-wise, in your bid under the heading “Deviations”.
- 5.0** Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.

Yours faithfully,  
For and on behalf of

**THE MANAGING DIRECTOR**  
**Tourism Corporation of Gujarat Limited (TCGL),**  
**Block No. 16, 4th floor, Udyog bhavan,**  
**Sector 11, Gandhinagar – 382 017.**

***To be pasted on the outer envelope containing Bid Security,  
Tender Fees, Technical bid and Main Cover.***

**Important Data**

DO NOT OPEN – THIS IS A BID

*Bid Security/Tender Fees/Technical Bid/Main Cover*

To	<b>Name of Tender:</b> Selection of Chartered Accountant Firm for Assessment and Certification of Financial Incentives under various incentives schemes and provide services to Project Implementation Unit for Commissioner of Tourism.
	<b>Issue of Tender</b> From 01/06/2023 at 15.00 hrs to 19/06/2023 upto 18.00 hrs
	<b>Bid Due Date:</b> 19/06/2023 upto 18.00 hrs. (Online)
	<b>Technical Bid Submission due date:</b> 21/06/2023 upto 15.00 hrs
	<b>Technical Bid Submission Address:</b> The Managing Director, TCGL Block No. 16, 4th floor, Udyog bhavan, Sector 11, Gandhinagar – 382 017
	<b>Technical Bid Opening Date &amp; Time:</b> 22/06/2023 at 14:00 hrs
	<b>Price Bid opening:</b> To be communicated later

## CHAPTER – I INSTRUCTIONS TO THE BIDDER

### ***ARTICLE-1: DEFINITIONS***

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

- 1) **“Agreement”** means the document signed by the TCGL and Bidder that incorporates any final corrections or modification to the Tender and is the Legal document binding both the parties to all terms and conditions of the Contract.
- 2) **“Bid”** means the complete bidding document submitted by the Bidder to the The Managing Director, Tourism Corporation of Gujarat Limited (TCGL) and shall include any corrections, addenda and modifications made therein.
- 3) **“Bidder”** shall mean a corporate entity or a society or a corporation or a firm eligible to participate in the Tender in the stages of Pre-qualification, Bidding process and shall include the successful Bidder during the currency of the Contract.
- 4) **“Proposal”** means all documents and information submitted by an Applicant supporting its bid to provide the Services to TCGL, as required under this tender document.
- 5) **“Contract Period”** shall mean entire term of the contract as indicated in the Article 1, Chapter IV.
- 6) **“Contract”** shall include the Terms of Reference as outlined under Chapter III within time limits indicated under Article 1, Chapter IV in accordance with the terms and conditions of the Agreement.
- 7) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of any thing of value, pressurizing to influence the action of a public official in the process of Bidder selection and Contract execution.
- 8) **“Authority”** shall mean Tourism Corporation of Gujarat Limited, Government of Gujarat for this purpose.
- 9) **“Agency”** shall mean successful bidder shortlisted and allotted this work
- 10) **“Operator’s Equipment”** shall mean all equipment, instruments, tools, machinery and other appliances and things of whatsoever nature required for the fulfillment of the Contract or of the Operator’s Obligations, but not including those items which are intended to form, or which form part of the Facility.
- 11) **“Financial Capability”** means financial worthiness of Bidders as per the terms of the Tender.
- 12) **“Local Language”** means the language declared by the concerned State Government as their official language.

- 13) **"Selection Procedure"** means the entire procedure conducted by TCGL to select and appoint the Successful bidder for the provision of the Services pursuant to the Tender process and the subsequent negotiation, finalization and execution of the Agreement.
- 14) **"Total Accepted Tender Value"** means the total value of services and supplies as covered under this Tender and agreed upon by the Tendered and the Bidder.
- 15) **Chartered Accountant Firm** is a professional services of giving advice about investing money, preferring business loan proposals detailed project report, getting loans undertaking audit and other financial services.

**ARTICLE - 2: ELIGIBILITY CRITERIA FOR BIDDERS**

The bidder shall be evaluated in two stages

**A. Pre-qualification stage**

**B. Technical Evaluation of Proposal**

The bidder fulfilling pre-qualification criteria shall be shortlisted for Technical Stage. The bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. **Bids from consortiums are not allowed.**

TCGL reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the TCGL's decision shall be final in this regard. TCGL may, in its absolute discretion, waive any of the conditions and / or requirements in this tender in respect of any or all of the bidders.

**(A) Pre-qualification Criteria for bidders**

Sr.	Pre-qualification criteria	Documentary Evidence
1	The bidder should be registered as a chartered accountant (CA) with institute of chartered accountant of India for a period of at least 10 years.	Certificate of Incorporation & MOA for company/ Registered Partnership deed for partnership firm/ Shop & Establishment certificate for proprietorship firm, Other related documents to establish the qualification. Registration certificate for firm by Institute of Chartered Accountants of India and membership no. for partner/director from ICAI
2	The bidder must have minimum average turnover from consultancy/ Audit assignments more than Rs.1 Crore in last five years (i.e.2017-18 to 2021-22).	The bidder shall also submit CA certified audited Balance sheet and Income statement , GST details duly signed by the CA/self certified by CA firm and authorized signatory/ies of the bidders.

3	<p>The bidder should have successfully completed <b>at least 2 projects</b> from the below with state govt/central govt/Multi level financial institute/ PSU/ Corporation/ Institutes/Banks in last five years (i.e.2017-18 to 2021-22).</p> <p>Preparation of detailed project report for real estate projects/financial proposal for availing loans from schedule commercial banks/Investment assessment of Incentives applications under policies etc.</p> <p>Or</p> <p>Providing services for financial appraisal of Incentives applications and certification of incentives for the Govt. department/Govt. agencies for a minimum continuous engagement duration of 3 years.</p> <p>(Only assignments with fees over rupees 50,000/-in one year shall be considered)</p>	Work order/work completion certificate/ CA certificate/ letter of empanelment with banks and other details indicating the detail work, cost of work etc.
4	The bidder should have Head office/ Branch office in Gujarat.	Address proof like ownership/rent details, Municipal tax, correspondence proof, GST/PAN address details etc,
5	The bidder shall submit a power of attorney authorizing the Signatory of the bid to sign and execute the contract	Power Attorney as per the format given in <b>Annexure -2</b>
6	The bidder shall provide PAN, GST Number and GST Return Statement/certificate	A copy of PAN, GST Tax Return Statement /Certificate. The bidder shall also submit copy of the returns of GST for last three years.
7	The bidder shall provide a valid EMD acceptable to TCGL. EMD deposit of <b>Rs.1,00,000/-</b> has to be submitted along with bid document. Non-refundable Tender fees of <b>Rs 2500/-</b> through DD favoring Tourism Corporation of Gujarat Ltd payable at Gandhinagar has to be annexed with the bid document	Tender fee DD and EMD - DD
8	History of Litigation	As per the format given in <b>Annexure -9</b>
9	The bidder has to submit self certified letter indicating that the firm or any partner of firm has not been blacklisted by any Government Department, Organisation, Corporation and they have not any disciplinary matters pending with ICAI/RBI/CBI/CVC etc.	Self certified letter

**(B) Technical Evaluation**

The bidders fulfilling pre-qualification criteria will be shortlisted for Technical Evaluation. The technical evaluation criteria are given in the following table:

Sr.	Criteria	Documentary evidence	Marking Pattern	Max Marks
1	The bidder should be registered as a chartered accountant (CA) with institute of chartered accountant of India for a period of at least 10 years.	Certificate of Incorporation & MOA for company/ Registered Partnership deed for partnership firm/ Shop & Establishment certificate for proprietorship firm, Other related documents to establish the qualification. Registration certificate for firm by Institute of Chartered Accountants of India and membership no. for partner/director from ICAI	if 10 years $\leq x < 12$ years : <b>10 Marks</b> if 12 years $\leq x < 15$ years: <b>15 Marks</b> $x > 15$ years: <b>20 Marks</b>	20
2	The bidder must have minimum average turnover from consultancy/ Audit assignments more than Rs.1 Crore in last five years (i.e.2017-18 to 2021-22).	The bidder shall also submit CA certified audited Balance sheet and Income statement , GST details duly signed by the CA/self certified by CA firm and authorized signatory/ies of the bidders.	If 1 cr $\leq x < 1.5$ cr: <b>10 Marks</b> If 1.5 Cr $\leq x < 2.2$ cr : <b>15 Marks</b> If $x > 2.2$ Cr : <b>20 Marks</b>	20
3	No. of completed projects from the below with state govt/central govt/Multi level financial institute/ PSU/ Corporation/ Institutes/Banks in last five years (i.e.2017-18 to 2021-22). Preparation of detailed project report for real estate projects/financial proposal for availing loans from schedule commercial banks/Investment assessment of Incentives applications under policies etc. Or Providing services for financial appraisal of Incentives applications and certification of incentives for the Govt. department/Govt. agencies for a	Work order/work completion certificate/ CA certificate/ letter of empanelment with banks and other details indicating the detail work, cost of work etc.	Two projects : <b>10 Marks</b>  Three projects : <b>15 Marks</b>  Four projects and more : <b>20 Marks</b>	20

	minimum continuous engagement duration of 3 years. (Only assignments with fees over rupees 50,000/-in one year shall be considered)			
4	The bidder should be empanelled with CAG of India for Audit	Copy of empanelment with CAG	If yes: <b>5 Marks</b> If No: <b>0 Marks</b>	5
5	No. of technical manpower with relevant experience Team leader (FCA) Co Team Leader (ACA) Accountant/Financial expert (FE) Assistants/Articles (A)	Attach CV of each technical person allotted to this work.	If FCA >3 : <b>5 Marks</b> If 2<FCA<=3 : <b>3 Marks</b> If FCA=1 : <b>2 Marks</b>  If ACA >4 : <b>3 Marks</b> If 2<ACA<=4 : <b>2 Marks</b> If ACA=2 : <b>1 Marks</b>  If FE >6 : <b>5 Marks</b> If 3<FE<=6 : <b>3 Marks</b> If FE=3 : <b>2 Marks</b>  If A >=3: <b>2 Marks</b> If A=2 : <b>1 Marks</b>	15
6	<b>Sub Total</b> <b>(The bidder has to score 50 marks out of 80 to be eligible for presentation)</b>			<b>80</b>
7	Concept presentation including <ul style="list-style-type: none"> <li>• Concept, Designing, methodology to execute &amp; run the proposed project.</li> <li>• Details of license/accreditations</li> <li>• Past Experience in handling similar projects.</li> <li>• Key Personnel for the project.</li> <li>• Implementation schedule</li> <li>• Prestigious assignments completed so far</li> <li>• Manpower details</li> <li>• Overall plan to carry out the work as per tender</li> </ul> <b>(The bidder has to score minimum 10 marks out of 20 for further eligibility)</b>	Presentation showing understanding, approach and methodology to execute the proposed project	Based on presentation As date and time will be provided by Dept. to bidder. So, bidder need to do presentation in front of committee as per instruction.	20
8	<b>Total</b> <b>(The bidder has to score minimum 70 marks out of 100 to be eligible for financial bid opening)</b>			<b>100</b>

**Note:** 1. The bidder shall be bound to submit additional information/documents as per requirement on urgent basis.

2. **The bidder shall be required to score at least 50 marks out of 80 marks assigned for technical qualification except marks for presentation. Only those bidders shall be eligible for further process and be informed to prepare presentation.**

3. **The bidders will have to make a presentation on the date and time intimated** as aforesaid on the concept and design before the Committee. The bidders will be informed about the date and time by E-mail or by Telephonic communication. All the bidder shall have to carry copy of presentation in Soft and hard copy with them and present in front of Committee. **If bidder fails to represent with presentation copy, he will not be considered eligible for financial bid opening and further process.**

**In order to qualify for financial bid opening, bidder should secure at least 50% marks (i.e 10 marks) in presentation and score overall at least 70 marks out of 100 in technical evaluation.** The price bids of eligible bidders shall be opened in presence of all the eligible bidders/ their representative. The bidder who has offered the lowest price will be selected as L1 bidder.

### **C) PRICE BID**

- The evaluation will be based on **Least Cost Method.**
- The technically eligible bidder securing L1 as per Least cost method will be invited for further process. In case there are more than one bidder having score L1 rates the bidder having highest score in technical evaluation marks will be considered and offered to award the contract. If further required the bidder shall be selected by lottery system.

**The bidder shall have to submit presentation copy to TCGL before price bid opening. The presentation of L1 bidder/selected bidder shall be considered part of the agreement. The same will be discussed further, fine-tuned and appropriate instructions shall be made by TCGL.**

TCGL reserves the right to make the appointment of the Successful bidder subject to such further terms and conditions as it considers appropriate in relation to the Tender process and/or the provision of the Services. TCGL shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.

TCGL reserves the right, at any time and in its absolute discretion, accept or reject Proposals (or to permit any bidder to resubmit its Proposal in the tent facility that such Proposal fails to meet any or all of the Criteria and/or the Requirements), to pursue negotiations with any number of bidders, to withdraw from negotiations with any Applicant at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

### **ARTICLE – 3: CORRECTION OF ERRORS**

Price Proposals determined to be substantially responsive will be checked by the TCGL for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

If there is discrepancy between total price bid amount and summary of total cost of all components/parts, then the following will be procedure.

- a) Where there is discrepancy between the rates in figures and in words, whichever is less shall govern
- b) Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) If the total amount of bid quoted is less than actual summation of cost of all the

components/parts as the case may be, then the total quoted amount shall govern and difference between the actual summation and amount quoted shall be considered as a discount.

- d) If total amount of bid is more than actual summation of cost of all components/parts as the case may be, then the individual cost of the components/parts shall govern and total amount shall be reduced to actual summation and it shall be considered as mistake in totaling.

However, the decision of TCGL in this regard shall be final and binding.

The amount stated in the form of bid for Price Proposal will be adjusted by the TCGL in accordance with the above procedure for the correction or errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the EMD may be forfeited in accordance with relevant clause.

#### ***ARTICLE – 4: COMPARISON OF PRICE BIDS***

- TCGL will evaluate and compare only the bids determined to be substantially responsive in accordance with relevant clause.
  - TCGL's evaluation of a bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the TCGL, in the manner and to the extent of the requirement of the TCGL.
- a) If the price stated is not realistic the bid is liable to be rejected.
- b) Compliance within the time schedule called for in the Appendix to Price Proposal within and evidenced as needed in a milestone schedule provided in the bid;
- c) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment; and
- d) The extra cost of work, services, facilities etc., required to be provided by the Employer of third parties.
- TCGL reserves the right to accept or reject any variation or deviation and other factors, which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the TCGL, may not be taken into account in bid evaluation.
  - If the bid of the successful bidder is substantially below the TCGL's estimate for the contract, TCGL may require the bidder to produce detailed price analysis to demonstrate the internal consistency of those prices.

#### ***ARTICLE –5: PRE-BID MEETING***

- A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by Email at the Employer's address indicated in the Invitation for Bid. The Employer will respond to any request for clarification which he receives prior to or during Pre-Bid Meeting.
- NO QUERIES OF ANY TYPE SHALL BE ENTERTAINED ON PHONE.
- NO QUERIES SHALL BE ENTERTAINED ONCE THE DEADLINE TO RAISE THE QUERY IS OVER.
- Pre-bid meeting shall be as per given above details in the Conference Hall, TCGL, 4th floor-Block no.16, Udyog Bhavan, Gandhinagar. Evaluation criteria and method for Presentation and Price-Bid will be discussed in this meeting. It will be essential for the Bidders to attend the Pre-Bid Meeting so as to understand and clarify any issues related to Tender and related works.

**CHAPTER-II**  
**GENERAL TERMS AND CONDITIONS**

***ARTICLE - 1: CHECKLIST OF DOCUMENTS COMPRISING THE BID***

1.1 The bid submitted shall have the following documents:

**Part-I**

Earnest Money Deposit and Price of one copy of the Tender Document in the form prescribed in the Tender.

**Part - II**

1. Bid signed and sealed (with official seal) in Original (with photocopies in copy I) on all pages with all pages duly numbered.
2. A CD containing the softcopy of the Technical Bid and scan copy of the documents submitted.
3. In case bidder is a company- Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations,

Or

In case the Bidder is a society- Certified copy of registration deed with objects of constitution of society

Or

In case Bidder is a corporation- Authenticated copy of the parent statute

Or

In case of Trust- Certified copy of the Trust Deed

Or

In case of Firm- Certified copy of the Registration Deed

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorised signatory.

4. List of present Directors/owners/executive council members/trustees/ Board members as applicable.
5. Technical Proposal elaborating the Bidders concept of the proposed Project should include the following:
  - i. All the annexure except the financial bid format shall be submitted with Technical Proposal.
  - ii. All legal and mandatory obligation to be fulfilled by bidder as mentioned in **Annexure -7**
  - iii. Team structure, size, capability and manpower deployment plan (Total Staffing plan including numbers) for execution of the work.

- iv. Profiles of resources (technical personnel) proposed for the project (to be provided in the format included in **Annexure 6**). The bidder shall provide an undertaking, on a separate letter on company letter head signed by the authorized signatory, in the technical bid that all the profiles of the proposed resources are complete and accurate. In addition, each profile shall be signed by the resource (*of whom the profile is submitted*) and the authorized signatory. If the signature of the resource (technical personnel) couldn't be obtained, the authorized signatory, in each profile shall mention and certify that he has obtained the consent of the respective employee on the accuracy and completeness of qualifications and experience specified in the profile.
  - v. A specific description of the prior experience as per format given in Annexure -8.
  - vi. Indemnity undertaking as per the format given in Annexure -10.
6. Self-certified by CA summary of Current GST Return Statement for 2018-19, 2019-20, 2020-21 & 2021-22
  7. 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-2**.
  8. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for any five years from the last six years viz. F.Y 2016-17 to 2021-22. Firms that do not publish financial statements, such as partnerships, submit specially prepared statements. A qualified external auditor should certify such statements. Annual reports shall include the auditor's certification.
  9. Documentary evidence (signed by authorized signatory) proving that bidder fulfills the criteria as stated in **Article 2, Chapter I**.
  10. Clause by clause compliance statement for the whole Tender Document including all Annexures
  11. All deviations and/or non-compliance clauses shall be listed separately
  12. Details in the formats as given at Annexures. (please check all the Annexures)

### **Part-III**

- a) Financial Bid as per *Annexure – 1* to be **submitted on-line only**. No deviations and/or non compliance clauses shall be allowed.

## ***ARTICLE – 2: BIDDING DOCUMENT***

- 2.1 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. **Bidder has to submit hard bound document duly numbered. Loose documents may be outrightly rejected.**

## ***ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS***

- 3.1 Bidders can seek written clarifications within stipulated time from the date of issue of the tender document, to The Managing Director, TCGL, Gandhinagar. The clarification shall be issued without any delay.

**ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS**

- 4.1 At any time prior to the deadline for submission of bids, TCGL 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.
- 4.2 All prospective Bidders who have received the bidding documents will be notified of the amendment through website <https://www.nprocure.com> and such modification will be binding on them.
- 4.3 In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, TCGL, at its discretion, may extend the deadline for the submission of bids.

**ARTICLE – 5: LANGUAGE OF BID**

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and TCGL shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

**ARTICLE – 6: COST OF BIDDING**

- 6.1 The bidder shall bear all costs associated with the preparation and submission of the bid and TCGL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

**ARTICLE - 7: BID FORMS**

- 7.1 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.
- 7.2 For all other cases, the Bidder shall design a form to hold the required information.
- 7.3 Authority shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

**ARTICLE - 8: FRAUDULENT & CORRUPT PRACTICE**

- 8.1 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 TCGL of the benefits of free and open competition.
- 8.2 Authority 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).

**ARTICLE - 9: LACK OF INFORMATION TO BIDDER**

- 9.1 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.

**ARTICLE - 10: CONTRACT OBLIGATIONS**

**10.1** If after the award of the contract the bidder does not sign the agreement or fails to furnish the performance guarantee within the prescribed time limit, the TCGL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document.

**ARTICLE - 11: BID PRICE**

**11.1** The financial bid should indicate the prices in the format/price schedule given at **Annexure – 1**.

Bidder shall categorically confirm strict compliance with the following stipulation in respect of their offer.

- a) Any effort by a bidder or bidder's agent/consultant or representative howsoever described to influence the TCGL in any way concerning scrutiny/consideration/evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- b) The Bidder should indicate a single consolidated rate for contract period based on the payment terms specified in the tender.
- c) Bids should be submitted directly by the bidder.

**11.2** TCGL reserves the right to seek clarification/justification from the bidder on the bid price in case TCGL deems it necessary. Based on the justification provided by the Bidder, if TCGL feels that the price is unrealistic/infeasible in order to execute a project of this nature, TCGL reserves the right to reject the said bid. The Bidders shall be governed by the decision of TCGL.

**ARTICLE - 12: BID CURRENCY**

**12.1** For the services required in the tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.

**ARTICLE - 13: BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)**

**13.1** The bidder shall furnish, as part of the Bid, a bid security for the amount of **Rs. 1,00,000/- (Rupees One Lakh Only)** in favour of “**Tourism Corporation of Gujarat Limited**” payable at **Gandhinagar** in a separate envelope. Only after the confirmation of valid bid security, the Technical Bid will be opened.

**13.2** No interest shall be paid on bid security.

**13.3** EMD 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.

**13.4** **The successful bidder's bid security will be discharged upon the bidder signing the contract/Agreement, and furnishing the Security Deposit and Bank Guarantee.**

**13.5** The bid security may be forfeited either in full or in part, at the discretion of TCGL, on account of one or more of the following reasons:

- a) The bidder withdraws their bid during the period of bid validity specified by them on the bid letter form.
- b) Bidder does not respond to requests for clarification of their bid.
- c) Bidder fails to co-operate in the bid evaluation process, and
- d) In case of a successful bidder, the said bidder fails:
  1. to sign the Agreement in time; or
  2. to furnish Performance Guarantee and Security Deposit

**ARTICLE - 14: PERIOD OF VALIDITY OF BID**

**14.1** Bids shall remain valid for 180 days after the date of bid opening prescribed by TCGL. A Bid valid for a shorter period shall be rejected as non-responsive.

**14.2** In exceptional circumstances, the TCGL 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.

**ARTICLE - 15: FORMAT AND SIGNING OF BID**

**15.1** The bidder shall prepare required number of copies of the bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. **The bidder shall submit all the bid documents appropriately hard bound. If bid is submitted in loose form it may be outrightly rejected.** In the event of any discrepancy between original bid document and the copy of the bid, the original shall govern.

**15.2** 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 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.

**15.3** The complete bid shall be without alteration or erasures, except those to accord with instruction issued by the TCGL 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.

**ARTICE - 16: SEALING AND MARKING OF BID**

Bidder shall submit their bids in THREE SEPARATE PARTS, out of which two parts are to be submitted in sealed envelopes super-scribed with due date, time, project and nature of bid (Bid Security, Technical) and Financial Bid is to be submitted online.

**Part: I** Tender Fee & Bid Security in a separate sealed envelope super scribed with the Tender Document number.

**Part: II** Original and 1 copy of TECHNICAL BID complete with all technical and commercial details other than price i.e. identical to part-III with prices blanked out.

**NOTE: Filling up prices in Part-I or II will render the Bidder disqualified.**

**PART - III: Original FINANCIAL BID online Only with full price details.**

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips shall be filled and pasted on the envelopes. All pages of the offer must be signed.

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' or the bidder has not submitted the price through online process.

- 16.1 If the outer envelope is not sealed and marked as required, TCGL will assume no responsibility for the bid's misplacement or premature opening.
- 16.2 The Tender Fee, Bid Security and Technical bids shall be placed in separate envelopes and then placed in double envelope as explained above.
- 16.3 If these envelopes are not sealed and marked as required, TCGL will assume no responsibility for the bid's misplacement or premature opening and rejection.

***ARTICLE - 17: BID DUE DATE***

- 17.1 Bid must be received by the TCGL at the address specified in the Tender Document not later than the date specified in the bid. Late bid shall be outrightly rejected by TCGL.
- 17.2 TCGL 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 TCGL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

***ARTICLE - 18: LATE BID/CONDITIONAL BID***

- 18.1 Any bid received by TCGL after the bid due date/time prescribed in the tender document shall be rejected.
- 18.2 Any bid indicating conditions beyond those indicated in this tender document i.e. conditional bid shall be rejected.

***ARTICLE 19: MODIFICATION AND WITHDRAWAL OF BID***

- 19.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification included substitution or withdrawal of the bids, is received by the TCGL prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid.
- 19.3 No bid may be modified subsequent to the deadline for submission of bids.
- 19.4 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 Bid security.

***ARTICLE - 20: OPENING OF BIDS BY THE TCGL***

- 20.1** 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.
- 20.2** The bidder's names, bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the TCGL at his/her discretion, may consider appropriate, will be announced at the opening.
- 20.3** At the pre-decided time, the TCGL contact person shall open the Technical Bids and list them for further evaluation. The Financial Bid will be submitted online. Financial Bids shall be in custody of a designated officer for opening after evaluation of Technical Bids. Any participating Bidder may depute a representative to witness these procedures.
- 20.4** The bidder has no right for submission of any additional documents/information/clarification after closure of bid date. However, TCGL at its own absolute discretionary right may ask for submission of such additional clarification/information/documents from any or all bidders during further evaluations

***ARTICLE - 21: CONTACTING THE TCGL***

- 21.1** Bidder shall not approach TCGL officers out side of office hours and/or out side the TCGL premises, from the time of the Bid opening to the time the Contract is awarded.
- 21.2 Any effort by a Bidder to influence the TCGL officers in the decisions on bid evaluation bid comparison or contract award may result in rejection of the bidder's offer. If the bidder wishes to bring additional information to the notice of the TCGL, it should do so in writing.

***ARTICLE - 22: BID EVALUATION***

**22.1 Parameters and Procedure of Evaluation**

The bidder shall bid for the said work mentioned in this document. TCGL is not bound in any manner to select any of the bidders submitting proposals or to select the bidder offering lower quote.

The bidder fulfilling the pre-qualification criteria and technical eligibility criteria mentioned in this document shall be shortlisted for financial bid opening.

The technically eligible bidder securing L1 as per Least Cost Method will be shortlisted and may be invited for negotiation and contract will be awarded to the bidder for that particular region after clarifying any outstanding points, to finalize technical and financial arrangements and, in case of successful negotiations, to sign a Contract Agreement. Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure.

Evaluation shall be carried out based on the above parameters and the data and documents provided by the Bidders in support of their claims.

The above evaluation shall be done by an Evaluation Committee decided by the TCGL. The Committee shall determine the approach and methodology 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.

***ARTICLE - 23 : TCGL's RIGHT TO VARY SCOPE OF CONTRACT AT THE TIME OF AWARD***

- 23.1** TCGL may at any time, by a written order given to the Bidder make changes which include inclusion of more villages/area to be surveyed or exclusion of some villages/area to be surveyed within the general scope of contract.
- 23.2** 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 TCGL changed order.

***ARTICLE - 24 : TCGL'S RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS***

- 24.1** TCGL 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.

***ARTICLE - 25: NOTIFICATION OF AWARD & SIGNING OF CONTRACT***

- 25.1** Prior to expiry of the period of Bid validity, TCGL will notify the successful Bidder in writing that its Bid has been accepted and send the successful Bidder the Contract Form.
- 25.2** Within 10 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to TCGL. If the successful Bidder thus selected fails to sign the contract as stipulated, TCGL reserves the right to offer the contract to the next lowest Bidder.

***ARTICLE - 26: PERFORMANCE SECURITY AND BANK GUARANTEE***

- 26.1** The Performance Security shall be equal to **Rs.1,00,000/- in form of Bank Guarantee** shall be provided by the bidder to TCGL at the time of signing of Agreement and shall be issued as per the given format and shall be issued from any applicable bank as per annexure 13. The performance bank guarantee shall be valid for the period of contract and which will be released after successful and satisfactory completion report from TCGL/Concerned Authority/Consultant.
- 26.2** The performance security as 5% to be deducted from each bill. The authority shall release the retention money within 3 months after completion of the one year.

- 26.3** If the Bidder fails to remit the performance guarantee the EMD remitted by him will be forfeited by the TCGL and his bid will be held void.
- 26.4** Upon the successful Bidder's furnishing of performance guarantee and signing of contractual documents, the TCGL will promptly notify all Short-listed Bidders and will refund their Bid Security.
- 26.5** Format of Performance Security as **per Annexure -3.**

***ARTICLE – 27: FORFEITING OF SECURITY DEPOSIT/BANK GUARANTEE***

- 27.1** If bidder fails to sign the contract /agreement within the prescribed time shall empower TCGL to cancel the Letter of Acceptance and take appropriate action against the contract including forfeiture of the ‘EMD’ and black listing of the bidder
- 27.2** The successful bidder shall be required to give satisfactory assurance of its ability and intention to complete the works pursuant to give the Contract, within the time set forth therein and according to the terms, conditions and specifications of contract. Failing to which, shall lead to forfeit of security deposit.  
The security deposit maybe fortified in case of but not limited to this:
- ) In case of complains in regards to poor performance or non performance as mentioned in tender documents**
  - (2) In case of damage to TCGL property**
  - (3) In case of Termination of Contract by TCGL for any breach of contract mentioned in this document/agreement**

***ARTICLE -28: TCGL's RIGHT TO AWARD THE CONTRACT TO ONE OR MORE BIDDERS***

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

***ARTICLE – 29: BIDDER AS SUBCONTRACTOR***

The bidder shall not be sub-contractor of another bidder at the bidding stage.

## **CHAPTER – III TERMS OF REFERENCE**

### ***ARTICLE –1: SCOPE OF SERVICES***

The activities of the successful bidder would include all the necessary tasks to execute the work but not limited to scope mentioned herewith.

The bidder shall assist the Department in the implementation of various initiatives related to tourism policies / schemes and programs to support overall tourism growth and attracting private investment in the tourism sector of the State. The work would involve:

#### **a) Implementation of Gujarat Tourism policies**

- Assisting Tourism Department in implementation of various tourism policies in the state and functioning of Policy Implementation Unit;
- Drafting standard operational documents, evaluation process and methods for incentive disbursement as per policy;
- Assisting in Scrutiny and evaluation of applications received for incentive under various tourism policies and verification of claims as per policy provisions
- To develop annual work plans, projects status and budgets for policy in consultation with Tourism Department and Tourism Corporation Gujarat Ltd. (TCGL).
- To coordinate with all line departments for the implementation of policy actions and plan activities.
- Ensure compliance with Policy and Operational Guidelines
- Assisting in assessment of eligible incentives and timely disbursement of these incentives, subsidies as per the applicable Policies.
- Submitting Certification of investment and eligible Incentives to the Commissioner of Tourism.
- Prepare and Present monthly, quarterly, midterm and final progress reports.
- Over and above the deputed resources in TCGL/COT office as per terms, the firm will designate one FCA and ACA for further study, guidance, supervise and represent. The various tasks as listed above.

#### **b) Investor Facilitation:**

The bidder should assist in facilitating information for Investor inquiries and track the developments in the following way-

- Implementation of progressive approach to track tourism investment and support investment progress through review, feedback, and implementation of suggestions
- Support in Identification of issues and challenges faced by Investor and suggestions on mitigating reforms through development of guidelines / IT based solutions for Ease of Doing Business
- Conducting workshops for various initiatives in the state and gather industry feedback and regularly modify policy & guidelines issued by Commissioner of Tourism.

- Preparing a database of queries/ received and coordinating with Tourism Department/ or department officials to address queries raised
- Over and above the deputed resources in TCGL/COT office as per terms, the firm will designate one FCA and ACA for further study, guidance, supervise and represent. The various tasks as listed above.

**c) Deputation of Resources:**

- **The agency shall be required to depute two resources full time to the office of commissioner of Tourism (CoT)** for, to help in TCGL official in documentation related to policy as below:

<b>Designation</b>	<b>Minimum Experience in preparing report/ financial proposal and assessment</b>	<b>Minimum Qualification</b>
Financial expert	5 years	MBA in Finance/ CA or chartered Accountant with three years of experience
Finance officer	3 years	BBA in finance/ M.Com/B.Com

- The persons deployed should be adequately supported by a back office for every kind of support in document preparations.
- Two persons with above competency shall be stationed in the CoT office for day-to- day coordination during working hours and also during the emergent exigencies outside the working hours.
- The deployed resources should have their own laptops and licenced software for performing the services as per the requirements of this tender. TCGL/CoT shall provide a place for sitting and power connection to these resources.
- These deployed resources will have no rights to claim for employment in TCGL/CoT due to this deployment.
- The bidder needs to appoint one senior coordinator for coordination with client and also supervising the performance of the two dedicated person who seat in TCGL/CoT office. The Coordinator must be available 24/7 on mobile.
- The bidder will have to recruit well educated person who has experience in finance and accounts related work.

- The resources should be fluent with Hindi, English and Gujarati languages.
- **Whenever required, the Chartered Accountant shall visit the TCGL/CoT office, and shall verify the claim for incentive by applicant, recommend and certify the eligible incentive.**
- **The firm shall be bound to change the resources if TCGL/CoT find it not appropriate to the required services/work.**

***ARTICLE-2 : SITE VISIT***

The bidder shall visit the TCGL website for understanding the policies of Gujarat Tourism.

***ARTICLE-3 : SAFETY MANAGEMENT AND RESPONSIBILITIES***

The bidder shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the supervisor must be present on site at all times of work to carry out safety audit checks to ensure safety requirements are properly observed. Smoking & Consumption of Liquor in any form is not allowed in designated venue.

The contractor is responsible to ensure that necessary and adequate personal protective equipments are all the times available for the service personnel working.

The carrying and consumption of intoxicating liquor, drugs or other substances that may affect the proper performance is strictly prohibited in the designated venue.

***ARTICLE -4: SAFETY RULES AT WORK***

The bidder's supervisor is responsible for ensuring that the workers comply with the safety rules at work. A proper care should be taken and training should be provided while working with live cables and in case of fire or other disaster.

***ARTICLE -5: ACCIDENTS***

- a) If any accident occurs due to operations or due to negligence on the part of the contractor's personnel it shall be the full responsibility of the bidder.

***ARTICLE -6: EPIDEMICS***

In the accommodation facility of any outbreak of illness of an epidemic nature, the applicant shall comply with and carry out such regulations, orders and requirements as may necessary and issued by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

**The bidder will also specifically observe guidelines from time to time, regarding the covid 19 pandemic.**

***ARTICLE -7: ALCOHOLIC LIQUOR OR DRUGS***

The bidder shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation., sale, gift, barter or disposal by his Subcontractors, agents, staff or labour.

***ARTICLE -8 : ARMS AND AMMUNITION***

The bidder shall not have, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.

***ARTICLE -9: ASSIGNMENT***

The bidder shall not sub-contract any part of his obligation to any third party without prior approval of the TCGL.

***ARTICLE -10: FORCE MAJEURE***

Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of- such affected party.

The following shall be the events and circumstances of Force Majeure:

- a) Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage
- b) The expropriation or Compulsory acquisition or seizure of the assets of the Agency by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully exercised as a result of a breach by the Agency of any Indian law or Indian Directive but excluding any change in law.
- c) Act of God epidemic, lightning earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or environmental conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Agency or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.
- d) Procedure for Calling Force Majeure: The affected party shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.
- e) The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to LA-e, to alleviate the

impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

The rights and obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure. TCGL shall not be liable to make any payments to the Agency for it being affected on account of Force Majeure.

TCGL reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

#### ***ARTICLE -11: ARBITRATION***

- (a) If a dispute of any kind whatsoever arises between the TCGL and Bidder in connection with, or arising out of, the Contract or the execution of the Works or after their completion and whether before or after the repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof.
- (b) The reference to arbitration may proceed notwithstanding that the Works shall not then be or be alleged to be completed, provided always that the obligations of the TCGL, the neer and the bidder shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works, payments to the bidder shall be continued to be made as provided by the Contract.
- (c) Arbitration proceedings shall be held at Ahmedabad and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the TCGL and the bidder. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (e) All arbitration awards shall be in writing and shall state the reasons for the award.

#### ***ARTICLE – 12: VARIATION, MODIFICATION***

Variations and modifications in works/plans are subject to consultation and approval of TCGL/authority.

**CHAPTER – IV**  
**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

***ARTICLE - 1: CONTRACT PERIOD***

The Contract will be awarded for duration of 03 years and it can be further extended upto 01 year depending upon performance and requirement of TCGL

***ARTICLE -2: BIDDER'S OBLIGATION AND RESPONSIBILITY***

- 1) Information, material etc. borrowed by the Bidders, if any, shall remain the property of the TCGL and shall be provided by the TCGL for information, solely for the purpose of execution of this Contract. All such borrowed material shall be sole property of the TCGL and shall be returned to TCGL after submission of the bids.
- 2) The bidder has to bear in mind that if selected for the award of contract he shall have to ensure that in any case no damage is caused to the environment while executing the work.
- 3) All the expenditure pertaining to the man-power deployed will be borne by the successful bidder including the salaries and other benefits of the staff.
- 4) The successful bidder is responsible for managing the activities of its personnel and will hold himself responsible for any misdemeanors.

***ARTICLE - 3: TCGL'S OBLIGATION***

- i) Grant in a timely manner all such approvals, permissions and authorizations which the Bidder may require or is obliged to seek from in connection with execution of the work and the performance of the Bidder obligations.
- ii) TCGL shall appoint an authorized person as 'Coordinator – TCGL to coordinate with the Bidder in all matters related to project for the successful execution of the work and to be responsible for all necessary exchange of information required.

***ARTICLE -4: ACCEPTANCE AND QUALITY CHECK BY THIRD PARTY AGENCY***

The Acceptance Tests, which shall involve testing of the entire call center, which consist of call center venue as well as operation in the presence of a Committee of experts comprising of representative/s of TCGL or institution nominated by the TCGL. The committee of expert reserves the right to evolve a procedure of quality checking to ensure that the end deliverables provided by the Bidder are as per are according to the prescribed norms.

***ARTICLE - 5: LIQUIDATED DAMAGES***

The completion period of the entire work shall be as per the dates specified for the Event; this shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by TCGL, shall be strictly adhered to and followed. Liquidated Damages will be applicable, on the entire value of the contract. In case of delay in completion of a specific job beyond the date of completion given by the Agency and accepted by TCGL, unless extended by TCGL in writing, penalty would be applicable at the rate of 25% of the contract value for delay of each day taken by the bidder, subject to maximum of 50% of the contract value.

The penalty shall be recoverable from the from security deposit provided by the bidder and if the security deposit is not sufficient, by revoking the Bank Guarantee submitted by the bidder or from any sum payable to the bidder under this or any other Contract with TCGL.

In case of delay to deliver the work within stipulated program, TCGL reserves the right to terminate the contract and get all the jobs or the delayed job completed through another agency of its choice. Any extra expenditure that TCGL will have to incur for completion of the balance job/s through another agency on account of higher rates quoted by the agency will be recovered from the Event Contractor's account, retention money, Security deposit. Moreover, TCGL shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

#### ***ARTICLE - 6: TERMINATION OF THE CONTRACT***

**6.1 The TCGL 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:**

- a) **It is found that the schedule of implementation of the work is not being adhered to.**
- b) **The Bidder stops work and such stoppage has not been authorised by the Government.**
- c) **The Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.**
- d) **Government 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 Government.**
- e) **Any action/omission not in line with laws of State Government/TCGL**

#### ***ARTICLE - 7: "NO CLAIM" CERTIFICATE***

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

#### ***ARTICLE - 8: SUSPENSION***

TCGL 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:

1. shall specify the nature of the failure and
2. Shall request the Bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

#### ***ARTICLE - 9: 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 Government. 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 Government whose decision shall be final.

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

#### ***ARTICLE - 10: TRANSFER OF RIGHTS***

The Bidder shall not transfer the Contract to anybody except with the prior permission of the Government/its Department.

#### ***ARTICLE -11: PAYMENT TERMS***

The payment will be made on monthly basis. Monthly Payments will be made on submission of Bill. As the resources are being deputed full time at the office of TCGL or any other locations as required by the TCGL. Monthly invoices shall be duly supported by proof of attendance and work done report.

The performance security as 5% to be deducted from each bill. The authority shall release the retention money within 3 months after completion of the one year.

#### ***ARTICLE -13: OTHER SPECIAL CONDITION OF TENDER***

- Selected agency will have to sign an agreement with Tourism Corporation of Gujarat Ltd. On appointment, the successful agency will meet with the Corporation to discuss commencement of the contract and agree objectives and reporting arrangements. TCGL will discuss and agree how the services we expect will be measured and evaluated
- Tenders received after the due date and time will not be considered. Managing Director, Tourism Corporation of Gujarat Limited, Gandhinagar reserves the right to accept or reject any tender or its part as per rules.
- The bid should be spiral or hard bound only. Loose documents will not be accepted.
- The Gujarat Tourism reserves the right to place an order for the full or part quantities under any items of work under scope of work.
- Telegraphic bids or bids through fax shall be treated defective, invalid and rejected. Only detailed complete bids in the form indicted in relevant clause above received prior to the closing time and date of the bids shall be taken as valid.
- Any bid received by the Corporation after the deadline of submission of bids will be returned unopened to the bidder.
- The bid prepared by the bidder shall comprise the following documents:
  - Tender Fee and EMD (Physical as well as Scanned copy online)
  - Technical Bid (Physical submission of technical document- duly filled, signed and stamped).
  - All details & documents as asked in tender document and annexures
  - Price Bid (Online only).
- TCGL reserves the right to accept or reject any/all applications, in part or in full.



## **CHAPTER –V**

### **ANNEXURES**

## TECHNICAL PROPOSAL SUBMISSION LETTER

To:

[Location, Date]

Managing Director  
TOURISM CORPORATION OF GUJARAT LTD (TCGL)  
Block No. 16, 4th Floor,  
Udyog Bhavan, Sector 11,  
Gandhinagar – 382011

Dear Sirs,

We / I, the undersigned, offer to provide the services **for Selection of Chartered Accountant Firm for Assessment and Certification of Financial Incentives under various incentives schemes and provide services to Project Implementation Unit for Commissioner of Tourism** as per the Guidelines, terms & conditions mentioned in this Tender document. We / I are/am here by submitting our Proposal, which includes the Technical Proposal.

The enclosed technical proposal includes the authority document in partners of the Authorized Signatory and Consent letters, in Original and Copy. (We are submitting our Proposal in association with: [Insert the list of partners Member with full name and address of each associated Consultant])

We confirm that we are qualified as per the Qualification Criteria specified in your document. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it would lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., 180 calendar days from the last date of proposal submission, we undertake to negotiate without any alteration in the staff proposed for the assignment. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than a week from the date of issue of letter of award.

Thanking You,  
Yours Sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address:

\* Proposal should be submitted on the official letter head of the company

**ANNEXURE -1  
FINANCIAL BID FORMAT**

Tender Notice No. :  
Tender Document No. :

To  
Managing Director  
TOURISM CORPORATION OF GUJARAT LTD (TCGL)  
Block No. 16, 4nd Floor,  
Udyog Bhavan, Sector 11,  
Gandhinagar – 382011

Dear Sir:

I/We hereby bid for **Selection of Chartered Accountant Firm for Assessment and Certification of Financial Incentives under various incentives schemes and provide services to Project Implementation Unit for Commissioner of Tourism** as per the Terms of Reference given in this Tender Document of the TCGL, Gandhinagar within the time specified and in accordance with the specifications, design and instructions as per Special Terms and Conditions as well as General Terms and Conditions. **The detail price bid format is available online on nprocure/TCGL. The price bid is to be filled in the given format online only.**

Sr. No.	Item	Amount
1	To complete total work for eligible new cases for incentives (Rs. per case)	
2	Observations/reporting for ineligible new cases for which further process is not required (Rs. per case)	
3	Additional incentives calculation of current cases for availing incentives in subsequent years as per policy Per case per one year	
4	Maintaining all relevant records of incentives schemes/policies updating, analysing and preparing reports on monthly basis (bidder need to quote amount for one month)	
5	Study of policies and providing professional opinion about eligibility or otherwise of selected/ type of cases and providing relevant opinion on various issues related to policies/incentive scheme keeping in view the best legal/financial/administrative practices and rules (lumsun amount per month)	
	<b>Total Amount in Rs.</b>	

**Notes:**

1. Applicable GST shall be paid extra on quoted rate.
2. The rate shall be inclusive of manpower deployment and technical support etc.
3. A rise @ 10% in the quoted rates shall be provided in each of the subsequent years.

4. The agency will have to work accordingly as per mentioned scope of work and will have to strictly follow the terms and condition of the tender
5. The rate quoted will be applicable across Gujarat
6. The bidder will have to operate the items at the requirement of TCGL. TCGL shall have the right to add/delete or can make variation in the work scope depending upon its requirement and decision.

Signature of the Bidder with Seal

**ANNEXURE – 2**  
**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/ trustees/ Executive council members/ proprietors/ Leaders 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 Toursim Corporation of Gujarat Limited, 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/ trustees/ Executive council members/ proprietors/ Leaders

- 1.
- 2.
- 3.

ATTESTED

ACCEPTED

Signature: (Seal and Signature of Signatory of Tender offer of the company/ Corporation/ society/ trust/ firm)

**ANNEXURE - 3**  
**FORMAT FOR PERFORMANCE GUARANTEE**  
(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to  
Be in the name of the executing Bank

To  
The Managing Director  
Toursim Corporation of Gujarat Limited  
Udyog Bhavan, block no. 16<sup>th</sup>, 4<sup>th</sup> floor,  
Sector 11, Gandhinagar -382017

In consideration of the The Managing Director of Tourism Corporation of Gujarat, GANDHINAGAR having its registered office at Gandhinagar (hereinafter called the "TCGL" 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 TCGL, Block No. 16. 4<sup>th</sup> floor, Udyog bhavan, Gandhinagar 382017, which has been unequivocally accepted by the Vendor (*refer NOTE below*) work of **Selection of Chartered Accountant Firm for Assessment and Certification of Financial Incentives under various incentives schemes and provide services to Project Implementation Unit for Commissioner of Tourism.** (hereinafter called the said Contract) to accept a Deed of 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 \_\_\_\_\_ the \_\_\_\_\_ (hereinafter referred to be "the said Bank" and having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified to the TCGL from time to time to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the TCGL by reason of any breach or breaches by the Vendor and to unconditionally pay the amount claimed by the TCGL on demand and without demand to the extent aforesaid. We, \_\_\_\_\_ Bank, further agree that the TCGL shall be the sole judge of and as to whether the said Vendor 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 TCGL on account thereof and the decision of the TCGL that the said Vendor 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 TCGL from time to time shall be final and binding on us.

1. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the TCGL under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, however, that the TCGL shall have

no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the contract period.

2. The TCGL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to TCGL and the said Bank shall not be released from its liability under these presents by any exercise by the TCGL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the TCGL or any indulgence by the TCGL to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.
3. It shall not be necessary for the TCGL to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the TCGL may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.
4. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the TCGL in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. \_\_\_\_ on whose behalf this guarantee is issued.

In presence of

WITNESS

For and on behalf of (the bank)

1. \_\_\_\_\_

Signature \_\_\_\_\_

2. \_\_\_\_\_

Name & Designation \_\_\_\_\_

Authorisation No.

Date and Place

Bank Seal

The above guarantee is accepted by the TCGL, Gandhinagar

## NOTES

### FOR PROPRIETARY CONCERNS

Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_ carrying on business under the name and style of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter called “The said Vendor” which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

### FOR PARTNERSHIP CONCERNS

M/s. \_\_\_\_\_ a partnership firm with its office \_\_\_\_\_ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

- 1) Shri \_\_\_\_\_ S/o
- 2) Shri \_\_\_\_\_ S/o

### FOR COMPANIES

M/s. \_\_\_\_\_ a company registered under the Companies Act 1956 and having its registered office in the State of \_\_\_\_\_ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

### FOR TRUST

M/s. \_\_\_\_\_ a company registered under the Bombay Public Trust Act 1850 and having its registered office in the State of \_\_\_\_\_ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

### FOR SOCIETIES

M/s. \_\_\_\_\_ a company registered under the Societies Registration Act, 1860 and having its registered office in the State of \_\_\_\_\_ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

**ANNEXURE – 4**  
**PROFILE OF THE BIDDER**

All individual firms and each partner are requested to complete the information in this form. Nationally information should be provided for all owners or applicants that are partnerships or individually owned firms.

Where the Applicant proposes to use sub-contractors for critical components of the works or for work contents in excess of 10 percent of the value of the whole works, the following information should also be supplied for the specialist subcontractors.

Sr.	Particular	
1	Name of bidder	
2	Type of firm: Proprietary/ Partnership/ Pvt Ltd, Public Ltd Company/ Society/NGO	Partnership deed/MoA-AoA/Society as applicable
a	Year of Incorporation/ Registration number	Incorporation certificate as applicable
3	Communication Detail	
a	Head Office address /Local Office address (if any)	
b	Head Office address	
4	Contact detail	
a	Mobile Number	
b	Landline Number	
c	Fax Number	
d	Email detail	
5	Nature of Bussiness	
	1. Since _____	
	2. Since _____	

No disclosure or wrong information /non-acceptance any shall result the disqualification of the firm. Change of the name of company or firm shall be supported by legal resolution as per applicable norms.

Signature of the bidder with seal

**ANNEXURE – 5**  
**CHECKLIST FOR FULFILLMENT OF ELIGIBILITY CRITERIA**  
**(CHAPTER-I, ARTICLE-2)**

**PRE-QUALIFICATION CRITERIA**

Sr.	Pre-qualification criteria	Documentary Evidence	Documentary evidence submitted (Y/N) Pg No.
1	The bidder should be registered as a chartered accountant (CA) with institute of chartered accountant of India for a period of at least 10 years.	Certificate of Incorporation & MOA for company/ Registered Partnership deed for partnership firm/ Shop & Establishment certificate for proprietorship firm, Other related documents to establish the qualification. Registration certificate for firm by Institute of Chartered Accountants of India and membership no. for partner/director from ICAI	
2	The bidder must have minimum average turnover from consultancy/ Audit assignments more than Rs.1 Crore in last five years (i.e.2017-18 to 2021-22).	The bidder shall also submit CA certified audited Balance sheet and Income statement , GST details duly signed by the CA/self certified by CA firm and authorized signatory/ies of the bidders.	
3	The bidder should have successfully completed <b>at least 2 projects</b> from the below with state govt/central govt/Multi level financial institute/ PSU/ Corporation/ Institutes/Banks in last five years (i.e.2017-18 to 2021-22). Preparation of detailed project report for real estate projects/financial proposal for availing loans from schedule commercial banks/Investment assessment of Incentives applications under policies etc. Or Providing services for financial appraisal of Incentives applications and certification of incentives for the Govt. department/Govt. agencies for a minimum continuous engagement duration of 3 years. (Only assignments with fees over rupees	Work order/work completion certificate/ CA certificate/ letter of empanelment with banks and other details indicating the detail work, cost of work etc.	

	50,000/-in one year shall be considered)		
4	The bidder should have Head office/Branch office in Gujarat.	Address proof like ownership/rent details, Municipal tax, correspondence proof, GST/PAN address details etc,	
5	The bidder shall submit a power of attorney authorizing the Signatory of the bid to sign and execute the contract	Power Attorney as per the format given in <b>Annexure -2</b>	
6	The bidder shall provide PAN, GST Number and GST Return Statement/certificate	A copy of PAN, GST Tax Return Statement /Certificate. The bidder shall also submit copy of the returns of GST for last three years.	
7	The bidder shall provide a valid EMD acceptable to TCGL. EMD deposit of <b>Rs.1,00,000/-</b> has to be submitted along with bid document. Non-refundable Tender fees of <b>Rs 2500/-</b> through DD favoring Tourism Corporation of Gujarat Ltd payable at Gandhinagar has to be annexed with the bid document	Tender fee DD and EMD - DD	
8	History of Litigation	As per the format given in <b>Annexure -9</b>	
9	The bidder has to submit self certified letter indicating that the firm or any partner of firm has not been blacklisted by any Government Department, Organisation, Corporation and they have not any disciplinary matters pending with ICAI/RBI/CBI/CVC etc.	Self certified letter	

**TECHNICAL EVALUATION CRITERIA**

Sr.	Criteria	Documentary evidence	Documentary evidence submitted (Y/N) Pg No
1	The bidder should be registered as a chartered accountant (CA) with institute of chartered accountant of India for a period of at least 10 years.	Certificate of Incorporation & MOA for company/ Registered Partnership deed for partnership firm/ Shop & Establishment certificate for proprietorship firm, Other related documents to establish the qualification. Registration certificate for firm by Institute of Chartered Accountants of India and membership no. for partner/director from	

		ICAI	
2	The bidder must have minimum average turnover from consultancy/ Audit assignments more than Rs.1 Crore in last five years (i.e.2017-18 to 2021-22).	The bidder shall also submit CA certified audited Balance sheet and Income statement , GST details duly signed by the CA/self certified by CA firm and authorized signatory/ies of the bidders.	
3	No. of completed projects from the below with state govt/central govt/Multi level financial institute/ PSU/ Corporation/ Institutes/Banks in last five years (i.e.2017-18 to 2021-22). Preparation of detailed project report for real estate projects/financial proposal for availing loans from schedule commercial banks/Investment assessment of Incentives applications under policies etc. Or Providing services for financial appraisal of Incentives applications and certification of incentives for the Govt. department/Govt. agencies for a minimum continuous engagement duration of 3 years. (Only assignments with fees over rupees 50,000/-in one year shall be considered)	Work order/work completion certificate/ CA certificate/ letter of empanelment with banks and other details indicating the detail work, cost of work etc.	
4	The bidder should be empanelled with CAG of India for Audit	Copy of empanelment with CAG	
5	No. of technical manpower with relevant experience Team leader (FCA) Co Team Leader (ACA) Accountant/Financial expert (FE) Assistants/Articles (A)	Attach CV of each technical person allotted to this work.	

Signature of the Bidder with seal

**ANNEXURE -6**  
**OVERALL ORGANISATION STRUCTURE**

- Overall organization chart of the company showing position of Managing Directors and HO organization
- Give list of employees: technical and non-technical (Ensure availability of minimum nos. as enlisted in bid). Submit their CVs and list indicating their Roles & Responsibilities at site during entire tent facility.
- Give list of sister-concerns, if any.

<b>Format for Project Team Members' Resume</b>				
<b>Sr</b>	<b>Item</b>	<b>Details</b>		
1	Name			
2	Specify role to be played in the project & whether 'prime' or 'alternate'			
3	Current job title			
4	Experience in yrs. (provide details regarding name of organizations worked for, Designation, responsibilities, tenure etc.)			
5	Name of Organization	From	To	Designation/Responsibilities
6	Number of years with the Current Organization			
7	Current job responsibilities			
8	Summary of Professional/domain Experience			
9	Skill sets			
10	Highlights of assignments handled			
11	Educational Background, Training/Certification including institutions, % of marks, specialization areas etc.			
12	Degree (including subjects)	Year of Award of Degree	University	% of marks

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes qualifications and experience mentioned above and proposed staff member is a permanent employee of our organization. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of Staff Member

Date :

Signature of Authorized Signatory  
Company Seal :

Date :

**ANNEXURE -7**

**OBLIGATION / COMPLIANCE TO BE INSURED BY BIDDER**

<b>Sr.</b>	<b>Particular</b>	<b>To be complied by bidder</b>	
		<b>Yes</b>	<b>No</b>
1	GST registration		
2	Compliance of Provision of child labor act, workman compensation act		
3	To ensure treatment in case of accident injuries suffered in performance of work including wages and compensation under WC act		
4	Send accident report to Regional Labour Commissioner (RLC)		
5	PF registration number with detail of deployed staff		

**ANNEXURE -8  
LIST OF SIMILAR WORK EXECUTED IN LAST FIVE YEARS**

<b>Sr.</b>	<b>Name of Client</b>	<b>Location</b>	<b>Description of work</b>	<b>Value of Contract/Work in Rs.</b>	<b>Duration (Start dtd – Completion dtd)</b>

**NOTES:**

- Each of the listed works shall be supported with the copy of work order & Work completion certificate. **Work completion certificate shall mention the nature of work, value of work completed.**
- At least 5 Photographs of the work executed shall be attached.
- Non disclosures of any information in the schedule will result in disqualification of the firm.

**List of works on hand shall be attached as under.**

<b>Sr.</b>	<b>Name of Client</b>	<b>Location</b>	<b>Description of work</b>	<b>Value of Contract/Work in Rs.</b>	<b>Duration (Start dtd – Completion dtd)</b>

If the company or Firm is divided among partners, the experience of the individual or new firm set up by the partner/s shall be considered provided past experience is subject to legal consent of individuals, partner/s or new firm set up by the partner/s.

Signature of bidder

**ANNEXURE -9**  
**HISTORY OF LITIGATION**

Application should provide information on any history of litigation or arbitration resulting from contracts in last five year or currently under execution.

<b>Year</b>	<b>Award for/ or against bidder</b>	<b>Name of Client</b>	<b>Litigation &amp; Dispute Matter</b>	<b>Disputed Amount in Rs.</b>

**NOTE**

If the information to be furnished in this schedule will not be given and come to the subsequently will result in disqualification of the bidder.

**ANNEXURE-10**  
**SELF DECLARATION OF NOT-BLACKLISTED**  
**(on company letter head)**

To  
Managing Director  
TOURISM CORPORATION OF GUJARAT LTD (TCGL)  
Block No. 16, 4nd Floor,  
Udyog Bhavan, Sector 11,  
Gandhinagar – 382011

Date:

Dear Sir,

This is to declare that our company \_\_\_\_\_ is not blacklisted by any  
Central/State Government Department/Public Sector Undertaking.

**Name of Bidder:**

**Signature of the Bidder with seal**

**ANNEXURE -11**  
**INDEMNITY UNDERTAKING**

I on behalf of M/s ..... hereby agree and undertake that I have understood all the safety rules and procedures and all staff Technical & Non-Technical working on behalf of M/s

..... will abide by all safety rules and procedures. I declare that I M/s ..... will be responsible for any safety violations/ accident etc. TCGL will not be responsible in case of any accident / incident and will not compensate financially or otherwise. I ensure TCGL that enlisted Manpower deployment will be done at Venue from Mobilization to Completion of tent facility at .....

I hereby declare that I am sole responsible on behalf of M/s..

..... for giving such declaration.

-----  
Name of Indemnifier      Signature of Indemnifier

Stamp/Seal of the Indemnifier /Contractor

-----  
Signature of TCGL Official

## ANNEXURE -12

### LIST OF ACCEPTABLE BANKS FOR TENDER DOCUMENT FEE/EMD/SECURITY DEPOSIT (SD) (As per FD GR 12.04.2021)

(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 for period up to March 31, 2022. The validity cut-off date in GR is with respect to date of issue of bank guarantee irrespective of date of termination of bank guarantee.

- The Mehsana Urban Co-Operative Bank Ltd.
- Ahmedabad Mercantile Co-Operative Bank Ltd.
- NutanNagarikSahakari Bank Ltd.
- Kalupur Commercial Co-Operative Bank Ltd.
- RBL Bank
- AXIS Bank
- ICICI Bank
- HDFC Bank
- Kotak Mahindra Bank
- IndusInd Bank
- Rajkot NagarikSahakari Bank Ltd.
- The Gujarat State Co-Operative Bank
- Saraswat Bank
- Saurashtra Gramin Bank
- DCB Bank
- Tamilnadu Mercantile Bank
- Ujjivan Small Finance bank
- A U Small Finance bank
- Fedral Bank
- Equitas Small Finance Bank
- Bandhan Bank
- Standard Chartered Bank
- City Union Bank

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