

# **Request for Proposal**

**FOR**

## **SELECTION OF AGENCY FOR INTERNAL AUDIT OF VARIOUS OFFICES AND ITIs UNDER LABOUR AND EMPLOYMENT DEPARTMENT**

*Through Online E-Tendering Process Only*

**DIRECTORATE OF EMPLOYMENT & TRAINING**

**Block no. 1, 3rd Floor,  
Dr. Jivraj Mehta Bhavan,  
Gandhinagar – 382 010,  
Gujarat.**

**Phone: 079-23253800; 079-23253806**

**E-mail: [ao-det@gujarat.gov.in](mailto:ao-det@gujarat.gov.in) , [ao2-det-gnr@gujarat.gov.in](mailto:ao2-det-gnr@gujarat.gov.in)**

**January 2020**

**Tender Fees- Rs.15000/- (Rupees Fifteen Thousand Only)**

## Notice Inviting Online Tender

### Tender Notice No. 03/2019-20

<b>Name of Department</b>	Directorate of Employment & Training, Gandhinagar, Gujarat, India
<b>Bid Opening Authority</b>	Directorate of Employment & Training Block no. 1, 3 <sup>rd</sup> Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar – 382 010, Gujarat.
<b>Name of Project</b>	Selection of Agency for Internal Audit of Various Offices and ITIs Under Labour And Employment Department
<b>Nature of Work</b>	Internal Audit of Various Offices and ITIs Under Labour and Employment Department.  For detailed scope of work, refer Terms of Reference (TOR) in this tender document.
<b>Period of Contract</b>	3 year starting from the date indicated in the work order. This period is extendable for another 1 year with the same price.
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	1
<b>Class of Bidder</b>	Not Applicable
<b>Tender Currency Type</b>	Single
<b>Tender Currency Settings</b>	Indian Rupee (INR)
<b>Joint Venture/ Consortium</b>	Not Allowed
<b>Amount Details</b>	
<b>Bid Document Fee/ Tender Fee</b>	<b>Rs.15000/- (Rupees Fifteen Thousand Only)</b> in form of Demand Draft issued by any of the list of eligible valid banks as given in Annexure-8 of this tender document.
<b>Bid Document Fee Payable to</b>	“Accounts Officer Directorate of Employment & Training” payable at Gandhinagar
<b>Bid Security / Earnest Money Deposit (EMD)</b>	<b>Rs. 18,00,000 (Rupees Eighteen Lakhs Only)</b> in form of Demand Draft issued by any of the list of eligible valid banks as given in Annexure-8 of this tender document.
<b>Bid Security / Earnest Money Deposit (EMD) in favour of</b>	“Accounts Officer Directorate of Employment & Training” payable at Gandhinagar
<b>Tender Dates</b>	
<b>Bid Document Downloading Start Date</b>	08/01/2020 at 03.00 p.m. (15.00 hrs)
<b>Bid Document Downloading End Date</b>	29/01/2020 at 03.00 p.m. (15.00 hrs)
<b>Pre-bid Meeting</b>	16/01/2020 at 12.00 p.m. (12.00 hrs)
<b>Last Date &amp; Time for</b>	29/01/2020 at 03.00 p.m. (15.00 hrs)

<b>Submission of Technical bids to be filled up online</b>	
<b>Date of Tender opening</b>	30/01/2020 at 12.00 p.m. (12.00 hrs)
<b>Financial bid opening Date</b>	Will be confirmed by mail
<b>Bid Validity Period</b>	180 days from opening of price bid
<b>Physical Submission of Technical Bids</b>	Physical copy of technical bid along with Tender Fees, EMD and other documents (except Price Bid) through <b>Registered AD Post/ Courier / hand delivery.</b> up to <b>18.00 hrs</b> on <b>29/01/2020</b> in the Office of Employment & Training Block no. 1, 3 <sup>rd</sup> Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar – 382 010, Gujarat.
<b>Price Bid Submission (ONLINE ONLY)</b>	Bidder shall submit their price offer in electronic format only on website <a href="http://www.nprocure.com">www.nprocure.com</a> after digitally signing the same. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer if received will be outright rejected. Also, any reference of the Price, quotes, etc. in physical submission shall result in rejection of the Bid of the bidder.
<b>Phone</b>	<b>079-23253800; 079-23253806</b>
<b>Officer Inviting Bids</b>	Directorate of Employment & Training, Office of Employment & Training Block no. 1, 3 <sup>rd</sup> Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar – 382 010, Gujarat

#### General Terms and Conditions

- (1) Bidders have to submit Price bid in Electronic form only on n-procure website till the Last Date & time for submission.
- (2) Offers in physical form shall not be accepted in any case.
- (3) Technical Bid has to be submitted in physical as well as online on [www.nprocure.com](http://www.nprocure.com). In case of discrepancy in the physical & online documents, online submission of technical bid will be considered final.
- (4) Free vender training camp is available for e-tender process on 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.

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, for details regarding digital signature certificate related training involved the below mentioned address should be contacted:

**(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)**  
**Website: [www.nwr.nprocure.com](http://www.nwr.nprocure.com)**  
**Toll Free: 1800-233-1010(Ext.321)**

Other Terms and Conditions are as per detailed tender documents.

## GENERAL INSTRUCTIONS

1. 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 Contractor licensed by Controller of Certifying Authority, Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
2. **Technical Bid:** All documents must be submitted online as well as in physical bid along with RFP fees, EMD and self certified check list of documents uploaded on website **through** Registered A.D. Post/Courier/ hand delivery with acknowledgement receipt only.

**PART-I:** EMD and tender fee of the RFP Document in a separate sealed envelope superscripted with the RFP Document number. Please enclose EMD of ₹ 18,00,000 (**Rupees Eighteen Lakhs Only**) and Price of the RFP Document of ₹ 15,000/- in form of Demand Draft drawn in favour of “Accounts Officer Directorate of Employment & Training”, Gandhinagar.

**The list of eligible valid banks as given in Annexure-8 of this tender document.**

**PART-II:** All documents must be submitted online as well as in physical along with Tender fees, EMD and self-certified check list of documents uploaded on website are to be submitted at Directorate of Employment & Training, Gandhinagar. Online documents shall be considered as authentic for evaluation purpose.

*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.

**Financial Bid:** Bidder shall submit the **FINANCIAL BID online only**.

- Work offered should be strictly as per specifications mentioned in this RFP documents.
- 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

Directorate of Employment & Training,  
Office of Employment & Training  
Gandhinagar

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### **INVITATION FOR BIDS (IFB)**

The Directorate of Employment & Training, (DET) is working under the Labour and Employment Department, Government of Gujarat. The Directorate of Employment & Training, Government of Gujarat has been a pioneer in instigating varied multi skill-building and development programmes with the objective of helping job seekers which ultimately favours the overall industrial and economic development.

Authority invites proposal from the competitive agencies to provide internal audit for following Offices and ITIs:

<b>Sr. No.</b>	<b>Particular</b>	<b>Number of offices</b>
1	Directorate of Employment & Training	01
2	RDD (Training)	04
3	ITIs	288
4	ITC-Vadodara	01
5	GIA - ITIs	112
6	Employment Offices	52
	<b>Total</b>	<b>458</b>

Proposal is to be submitted by the bidders in the form of physical submission of Technical Bids and online submission of Price Bids in accordance with the documents/ attachments required as per eligibility criteria set herein in the tender document.



## IMPORTANT DATA

**DO NOT OPEN – THIS IS A BID****To Be Pasted On**

- 1. Main Outer Envelope Containing Bid Security, Tender Fees & Technical Bid.**
- 2. Envelope Containing Tender fee and EMD**
- 3. Envelope Containing Technical Bid**

This cover contains:

- 1. Bid Security, Tender Fees & Technical Bid.**
- 2. Tender fee and EMD**
- 3. Technical Bid**

PROJECT NAME		Selection of Agency for Internal Audit of Various Offices and ITIs Under Labour and Employment Department
Due Date	:	29.01.2020
Time	:	18.00 hrs
From,		To,
<Name of Bidder>		Directorate of Employment & Training
<Address>		Block no. 1, 3rd Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar – 382 010, Gujarat.
<Phone no.>	:	<b>079-23253800; 079-23253806</b>

## CHAPTER – I INSTRUCTIONS TO THE BIDDERS

### ARTICLE-1: DEFINITIONS

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

- a) **“Agreement”** means the document signed by the Authority and the successful 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 for the award of the Contract.
- b) **“Authority”** shall mean the Directorate of Employment & Training (DET) having its office at Block no. 1, 3rd Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar – 382 010, Gujarat and/or its nominated officer.
- c) **“Bid”** means the complete bidding document submitted by the bidders to the Authority and shall include any corrections, addenda and modifications made therein.
- d) **“Bidder”** shall mean any firm in the form of Company, Partnership, Proprietor, eligible to participate in the tendering process and shall include the successful bidder during the currency of the Contract.
- e) **“Contract Period”** shall mean entire term of the contract as indicated in the Article 1 of Chapter IV of this tender document.
- f) **“Contract”** shall covered the whole terms & conditions of this Bid documents within time limits specified for which the Bidder shall be paid in accordance with the terms and conditions, terms of reference of the Agreement.
- g) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of bidder selection and Contract execution.
- h) **“Government”** shall mean the Government of Gujarat.
- i) **“Total Accepted Tender Value”** means the total value of services as approved to be provided by the successful bidder.
- j) **“Month”** means calendar month is one of the twelve months of the year. A period from a specified day in one month to the day numerically corresponding to that day in the following month, less one.
- k) **“Technically Eligible Bidder”** means bidder fulfilling eligibility criteria as per Article - 2 of Chapter – I.

- d) **“Shortlisted Bidder”** means technically eligible bidder who has quoted lowest contract value and invited for further process.
- m) **“Administrative Department”** shall mean the Labour & Employment Department Block No. 5/6th Floor, New Sachivalay, Gandhinagar.
- n) **“Third Party Agency”** shall mean the any agency appointed by authority for monitoring/ evaluating/ making an assessment of the implementation of the Contract.

## ARTICLE – 2: ELIGIBILITY CRITERIA FOR BIDDERS

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

Sr. No.	Eligibility Criteria	Documentary Evidences to be attached
1	The Firm should have been registered for a period of at least 20 years.	Certificate of Incorporation & MOA for company/ Registered Partnership deed for partnership firm/ Shop & Establishment certificate for proprietorship firm.
2	The bidder must have income from Audit & Attestation assignments more than Rs. 1 Crore in last three years ending on 31 <sup>st</sup> March 2019. (i.e. for Financial year 2016-17, 2017-18 & 2018-19).	Original <b>Chartered Accountant certificate</b> clearly indicating income of the bidder from Audit & Attestation assignments in the last three years ending on 31 <sup>st</sup> March 2019. (i.e. for Financial year 2016-17, 2017-18 & 2018-19) as per the format given at <b>Annexure-7</b> .  The bidder shall also submit CA certified audited Balance sheet and Income statement duly signed by the CA and authorized signatory/ies of the bidders.
3	The Firm should be registered under <b>CATEGORY-1 as per ranking given by ICAI</b> (The Institute of Chartered Accountants of India).	Registration certificate for firm by Institute of Chartered Accountants of India and membership no. for partner/director from ICAI

4	In case of registered company, The Bidder must have undertaken audit assignment of at least 1 listed company in last 3 years.	Copy of work order/agreement issued by clients.
5	The bidder should have executed at least three contracts of providing accounting and auditing services in different society promoted by Semi Government/ Government organization of State / Central level in the each of the last three years ending on <b>31<sup>st</sup> March 2019</b> .	Copy of work order/agreement issued by clients.  The bidder shall present the original work order/agreement for verification by Authority if required.
6	The bidder should not have been black listed by Central/State Government Department/Public Sector Undertaking for any contract executed in past.	Affidavit on Rs.50 Non – Judicial Stamp paper.
7	The Bidder should have minimum 7 charter accountant employee on permanent basis among them 5 charter accountants must be partners of the firm.  • The Charter Accountant must be associated with the firm as an employee for at least One year.	Self-certified letter of list of manpower as well as salary slip/ EPF statement of last one year.
8	Registered office should be located in state of Gujarat or minimum 2 full time branch offices should be functional in state of Gujarat for minimum period of 3 years.	<ul style="list-style-type: none"> <li>• Register office certificate/proof.</li> <li>• Affidavit of Register office or minimum 2 full time branch offices working since last 3 years.</li> <li>• The Bidder should submit Address Proof document. (Sales deed/ rent agreement and last month electricity bill).</li> </ul>

**Note:** - Authority reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the decision of Authority shall be final in this regard.

## 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 (Physical submission)**

Bid Security (EMD) and Bid Document Fee in the form prescribed in the Tender.

#### **Part – II (Documents to be submitted for Technical Bid)**

1. Bid duly signed & sealed (with official seal) in original (with photocopies in copy I) on all pages with all pages duly numbered.

2. Registration Details:

In case bidder is a Company- Certified copy of Certificate of Incorporation for companies & Memorandum and Articles of Associations,

Or

In case of Proprietary Firm- Shop & Establishment certificate

Or

In case of Partnership Firm- Certified copy of the Registered Partnership deed

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

3. List of present Directors/ owners/ executive council members/ trustees/ Board members as applicable with Correspondence address, telephone number, Fax number, email and related details of bidder.

4. A copy of GST Registration.

5. Legal status (Individual, Proprietary firm, Partnership firm, Limited Company or Corporation) of the company along with statutory details (PAN No., COI, Shop Establishment and other required valid licenses).

6. 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**.

7. Income Tax Returns for last three years along CA certified Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years **2016-17, 2017-18 and 2018-19**.

8. Copy of Registration certificate issued by:

Registration certificate of firm by Institute of Chartered Accountants of India and membership no. for partner/director of ICAI

9. Clause by clause compliance statement for the whole Tender Document including all

Annexures.

**10.** Documents required as per Eligibility Criteria in Chapter I, Article 2 above duly signed by the authorized representatives of the bidder.

### **Part-III**

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

## **ARTICLE – 2: BIDDING DOCUMENT**

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

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

Bidders can seek written clarifications before the date of pre-bid meet of the tender, to the email address: [ao-det@gujarat.gov.in](mailto:ao-det@gujarat.gov.in) , [ao2-det-gnr@gujarat.gov.in](mailto:ao2-det-gnr@gujarat.gov.in). The clarification shall be issued by the Authority during the pre-bid meeting and/or will be published on the website [www.nprocure.com](http://www.nprocure.com).

The prospective bidder or its official representative/s [maximum 2] is/are invited to attend the pre-bid meeting. The queries should necessarily be submitted in the following format:

<b>Sr. No.</b>	<b>RFP Document Reference (Section &amp; Page Number)</b>	<b>Content of RFP requiring clarification</b>	<b>Points of Clarification</b>
1			
2			

Any query of the bidders will not be entertained after the Pre-Bid meeting.

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

- 4.1** At any time prior to the deadline for submission of bids, Authority 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 may be notified of the amendment and such modifications will be binding on them. The same shall also be put up on the website [www.nprocure.com](http://www.nprocure.com)
- 4.3** In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, Authority, at its own discretion, may extend the deadline for the submission of bids.

**ARTICLE – 5: LANGUAGE OF BID**

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and authority shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language (Except in Hindi & Gujarati) 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**

Bidder shall bear all costs associated with the preparation and submission of the bid and Authority 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 non-competitive levels and to deprive the Authority 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**

Bidder shall be deemed to have carefully examined all contract documents / this bid document 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 Contract. Also, bidder is required to make his own estimates regarding all costs associated with the Project. Authority

shall not entertain any disputes in this regard after the bids have been submitted. Authority retains the right to ask for any missing information during the evaluation process.

#### **ARTICLE - 10: CONTRACT OBLIGATIONS**

If after the award of the contract the bidder does not sign the Agreement or fails to furnish the Performance Guarantee within the time limit prescribed by the Authority, Authority 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 Price 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 Authority in any way concerning scrutiny/ consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- b) 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.
- d) Price Bids of only qualified bidders as per eligibility criteria shall be opened.
- e) Bidder quoting the lowest price shall be the preferred bidder for award. However, Authority reserves absolute right to award the contract as per its requirements.

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

#### **ARTICLE - 12: BID CURRENCY**

For the services required in the Tender, the prices shall be quoted in Indian Rupees. Payment for such services as 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 as stated in Notice Inviting Online Tenders Section by DD in favour of “Accounts Officer Directorate of Employment & Training” payable at Gandhinagar issued by any of the list



of eligible valid banks as given in Annexure-8 of this tender document 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** Bid Security of Bidders not short-listed will be refunded within 30 days from the date of declaration of Short-listed Bidders. If the Bidder is short-listed then the security will be refunded within 30 days from the date of signing of the Agreement.

**13.4** The successful bidder's Bid security will be discharged upon the Bidder signing the contract/ Agreement, and furnishing the Performance Guarantee.

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

- a) Bidder withdraws its Bid during the period of Bid validity as stated in Article 14 below.
- 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

#### **ARTICLE - 14: PERIOD OF VALIDITY OF BIDS**

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

**14.2** In exceptional circumstances, the Authority may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

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

**15.1** The original and copy 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. All pages of the bid shall be initialed by the person or persons signing the bid.

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

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

Bidder shall submit their bids in two separate parts in sealed envelopes super-scribed with due date, time, project and nature of bid (Bid Security, Bid).

**Part: I** Bid Document Fees and Bid Security i.e. (EMD) in a separate sealed envelope super scribed with the RFP number.

**Part: II** Self certified list of documents uploaded online in technical bid.

**NOTE: Filling up prices in this bid will render the Bidder disqualified.**

The envelopes containing Part-I and Part-II of bid should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (Formats given in “Schedules for Invitation of Tenders” section) shall be filled and pasted on the envelopes.

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'.

**16.1** If the outer envelope is not sealed and marked as required, the Authority will assume no responsibility for the bid's misplacement or premature opening.

**16.2** If these envelopes are not sealed and marked as required, the Authority 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 Authority at the address specified in the Tender Document not later than the time & date specified in the bid.

**17.2** Authority may, at its discretion, on giving reasonable notice by 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 Authority 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 the Authority 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 Authority 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 AUTHORITY**

- 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 Authority at his/her discretion, may consider appropriate, will be announced at the opening.
- 20.3** At the pre-decided time, the Authority contact person shall open the Technical Bids and list them for further evaluation. Any participating Bidder may depute a representative to witness these procedures.

## **ARTICLE - 21: CONTACTING THE AUTHORITY**

- 21.1** Bidder shall not approach the Authority officers outside of office hours and/ or outside the Authority 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 Authority 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 Authority, it should do so in writing.

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

### **22.1 Parameters and Procedure of Evaluation**

The proposals will be screened for the eligibility assessment and the documents submitted in support of the same will be verified. The bidder fulfilling the eligibility criteria as per **Article -2 of Chapter –I** shall be eligible for financial bid opening.

The Bid Evaluation Committee shall have the right to verify the claims made by the bidder, in whichever way it deems fit. Based on the bid assessment as per eligibility criteria, only technically qualified bidders shall be short-listed for financial bid opening.

### **Financial Evaluation**

The price evaluation will be done **Least Cost Method**. The price bids of only technically eligible bidders would be opened for further consideration. The Agency who has quoted the lowest price will be shortlisted and selected. However, the firm with lowest price bid will be invited for contract negotiations, with a view to clarify any outstanding points, to finalize technical and financial arrangements and in case of successful negotiations, to award contract.

### **22.2 Bid Evaluation Committee**

The above evaluation shall be done by Technical Evaluation Committee decided by Authority. The Committee shall determine the approach and methodologies for the issues, which may arise during 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: AUTHORITY'S RIGHT TO VARY SCOPE AT TIME OF AWARD**

If any change in Scope of the Contract 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, 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 ten (10) days from the date of the Bidder receipt of the Authority changed order.

### **ARTICLE - 24: AUTHORITY'S RIGHT TO ACCEPT AND TO REJECT ANY/ ALL BIDS**

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

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

- 25.1** Prior to expiry of the period of Bid validity, the Authority 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 the Authority. If the successful Bidder thus selected fails to sign the contract as stipulated, the Authority reserves the right to offer the contract to the next lowest Bidder.

## **ARTICLE - 26: PERFORMANCE GUARANTEE**

- 26.1** The contract performance guarantee has to be submitted within TEN days of receipt of contract/ agreement/ work order. The performance guarantee shall be **5%** of the Total Accepted Tender Value. The performance guarantee can be in the form of bank guarantee, which shall be valid for duration of 180 days beyond the expiry of contract period.
- 26.2** If the successful Bidder fails to remit the performance guarantee within the time stated for the submission of the same by the Authority, the Bid Security remitted by him will be forfeited by the Authority and his bid will be held void.
- 26.3** Upon the successful Bidder's furnishing of performance guarantee and signing of contractual documents, the Authority will promptly notify all short-listed Bidders and will refund their Bid Security.
- 26.4** Format for Performance Guarantee is given at **Annexure-3**.
- 26.5** The Performance Guarantee of the successful Bidder shall be refunded within two months from the expiry of the contract period and on satisfaction of the Authority for execution of the work/ settlement of disputes, if any.

## **ARTICLE - 27: PAYMENT TERMS**

Payment to the Successful Bidder shall be made as follows:

- The payment to the Bidder shall be made on quarterly basis of annual contract value on the report submission to the administrative department.
- The Bidder shall raise an invoice of 25% of annual contract value to the Administrative department for the specific quarter.
- Payment shall be made after receiving the payment order from the administrative department.
- In case of unavoidable circumstances if the authority fails to make payment in time the Bidder will not ask for any interest for the delay period. The Bidder shall continue with providing its services up to the time period requested by the authority.
- The rate quoted by the bidder in financial bid will be remain firm and no deviation will be accepted till the completion of the contract. No additional payment will be made for auxiliary items like preparation of reports, printing, binding, transportation expense of audit team, etc.

## **ARTICLE - 28: PENALTY**

Authority will levy penalty in case the Bidder fails to provide the services specified by the Authority in the Scope of Work and other conditions of this tender document. The amount of penalty shall be commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by Authority. Such an amount payable by the Bidder shall be final and binding and

shall not exceed **10%** of the Total Accepted Tender Value of the bidder for the Contract Period. On the Bidder repeatedly failing to rectify the faults within the time period as stated by the Authority, the Authority is free to cancel / terminate the Contract by giving one-month notice period.

Also, the Authority may, at its discretion, get the deviations, faults attended/ rectified by any other Bidder at the risk and cost of the Bidder and the same will be recovered from the Bidder.

**The Bidder will be penalised in case of violation of the following rules:**

Nature of Fault	Penalty in Rs. Per incidence
Changing/Replacing the deployed manpower without taking approval from the authority	2,500/-
Absenteeism of deployed manpower without prior information to the authority	5,000/-
Not following instructions as given by the Authority within the scope of work	2,500/-

**For any rules stated in this tender document/agreement,**

- a) First violation of the rule implies fine as per the rule.
- b) Second and subsequent violations of the same rule within 30 days of previous fine will be 50% added in the initial amount of fine on the Bidder.
- c) If any of the above rules are violated 5 times repeatedly by the Bidder in one quarter will lead to termination of contract & the Authority may black list the agency. However, this is not the only criteria for termination. The Authority reserves the right to terminate the contract at any time, considering the frequency and seriousness of the violations.
- d) If any time during the tendering process or during the contract period if it is found that the bidder has submitted falsified documents or tried to hide the facts related with tendering process, the authority will terminate the contract and forfeit the security deposit along with application of penalty if required.

All disputes shall be subject to Gandhinagar Jurisdiction only.

#### **ARTICLE -29: PATENT RIGHTS**

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

#### **ARTICLE -30: AUTHORITY'S RIGHT TO AWARD CONTRACT TO ONE OR MORE BIDDERS**

Authority reserves the right to award the Contract to one or more Bidder's and split the order among different Bidder's.

## **CHAPTER – III**

### **TERMS OF REFERENCE (ToR)**

#### **ARTICLE – 1: INTRODUCTION**

Authority wishes to deploy capable Agency to provide Internal Audit as per the scope of work laid down in this tender document.

#### **ARTICLE-2: DETAILS OF SERVICES TO BE PROVIDED**

The detailed scope of work is as follows but not limited to the following:

##### **A. Detailed Scope of work for auditors**

1. Audit of the all Offices and ITIs listed in Invitation for Bid.
2. Investigate the grant and the expenditure incurred by the concerned Offices / ITIs.
3. Investigate the Public Ledger Account (PLA) Deposit Amount and Expenditure Verification.
4. Verification of amount and expenditure deposited in the offices / institute registered under the Society Act.
5. Verification of all office income and expenditure vouchers and authentication by the authority.
6. Reconciliation monthly income and expenditure according to the grant allotted to the office.
7. Verification of method for keeping raw materials/ machinery and all other consumables for daily use.
8. Suggest advice for maintaining a master stock register as per state policy.
9. Check the stock register and make suggestions if any improvement is needed.
10. Check the General Purchase Register (GPR) and cross verify with relevant register like Central store register, store dead stock register, scrape register. Also check GPR and cross verify with delivery challan, Bill payment & also verify physically.
11. To prepare quarterly income and expenditure sheets and verify it and make suggestions if any improvement is needed.
12. All other operations related to the audit.
13. Conduct audit of accounts of every year within three months of the succeeding year and preparation of Audit Report by end of quarter.
14. Reconcile the outstanding balance at the end of the quarter of various debtors' as per Authority records with the parties, as balance confirmation.
15. Compliance of all monthly/Quarterly/Yearly Statutory dues and reporting like TDS, EPF, ESIC, GST etc.
16. Check cashbook with cash receipt book & invoices.
17. Check bank receipt & payment to be done by PLA account and confirm with the cash book.
18. Verification of receipts (Grant received from State Government, Central Government

or any board/ Corporation/ Company established by State or Central Government).

19. Verification of Cashbook and Bank reconciliation statements.
20. Proceeding regarding the Tax Assessment and correspondence relating to that Assessment.
21. To provide necessary guidance for development of proper accounting system, maintenance of essential books of accounts and preparation, presentation & finalisation of accounts.
22. To comply with Internal, Statutory and CAG Audit, preparation of reply and compliance/rectification of queries of internal, statutory and CAG auditors.
23. Periodical review meeting will be called for at Head Office of Authority from time to time, which will have to be attended by the appointed auditor, CA firm with all the relevant records and details. Accordingly
24. Check the grant should be utilised as per purpose mention in grant order.

#### **B. Responsibilities of the Firm.**

- 1) To engage Minimum 4 senior Charter Accountant (CA) as coordinator.
- 2) To engage minimum Three Auditors in one team in one center as follows for the purpose as detailed in scope of work.
  - Minimum one Qualified professional Charter Accountant (CA).
  - Minimum Two years experienced Certified Management Accountant (CMA)/ Experienced Accountant / Inter CA as Assistants.
- 3) Minimum 14 number of team is required for the audit i.e. total 14 Charter accountant (CA) and 28 Certified Management Accountant (CMA)/ Experienced Accountant / Inter CA as Assistants with minimum 2 years of experience.
- 4) To ensure proper conduct of the deployed personnel in the office premises.
- 5) The personnel deployed should be polite, cordial and efficient and their actions should promote goodwill and uphold the image of authority. The Firm shall be responsible for any act of indiscipline on the part of the persons deployed.
- 6) The Auditors should have to submit the schedule of their work to Authority and schedule should approve by the authority.
- 7) The Bidder should have to submit List of auditors to the Authority. The Authority shall have to release the letter to the bidder and as per decided by the Authority the particular person should have to audit in the particular office.
- 8) After completion of quarterly audit of all Offices and ITIs, audit report should submit hand to hand to the head of the administrative department in seal pack envelope.
- 9) The firm will collect information as per forms provided by authority on quarterly basis and submit along with their audit reports.
- 10) The Firm will be liable to compensate any damages to office, records and assets.



## CHAPTER – IV

### SPECIAL TERMS AND CONDITIONS OF CONTRACT

#### ARTICLE - 1: CONTRACT PERIOD

This service shall commence from the date of signing of the Agreement and shall continue thereafter for a period of 3 year. The service shall be reviewed by the Authority after completion of every one year of the contract period and upon satisfactory performance the Contract period may be extended after three year for another 1 year with the same rate. The terms and conditions for extension of contract will remain same during the extension period. The Authority is under no obligation for Contract renewal.

The audit reports shall be reviewed by Authority every quarter. In case of unsatisfactory performance of the contractor, the contract may be terminated by Authority.

#### ARTICLE -2: BIDDER'S OBLIGATION

- a) The Bidder shall appoint atleast 4 authorized person not lower than the rank of Senior Charter Accountant (CA) as **“Coordinator”** to co-ordinate with the Authority in all matters related to contract for the successful implementation and operation of the project and to be responsible for all necessary exchange of information other than audit team.
- b) The Bidder shall provide all assistance to the Authority representative/s as they may reasonably require for the performance of their duties and services.
- c) The Bidder shall appoint, supervise, monitor and control the activities of their entire team under their respective agreements as may be necessary.
- d) The Bidder shall be responsible for all statutory obligations/ liabilities like Salary, ESI, PF, Personnel Insurance, etc. The Bidder shall abide by all rules & regulation from time to time such as Minimum Wages Act, Labour Laws etc. for the manpower employed by it.
- e) The Bidder shall employ at their own cost and expenses sufficient and competent staff with adequate background training and experience as may be reasonably required for the fulfillment of the Bidder's obligations under the agreement and shall give their professional expert guidance and supervision to the work. If in the opinion of the Authority any staff or manpower of Bidder is found unsuitable, the Bidder shall be liable to change the staff/ supervisor forthwith. The list of staff deployed at the Head Office should be shared with the Authority along with details of address, telephone number etc., and should be updated on a regular basis.
- f) The Bidder shall indemnify Authority against all the losses, injuries and any kind of damage arrived due to its activities.
- g) The Bidder should comply with all rules and regulations applicable for the fulfillment of the proposed services.
- h) The Bidder should provide services uninterrupted and the manpower deployed should follow the instructions given by Authority.
- i) The Bidder shall intimate the Authority about blacklisting of their firm by any Central/State

government body during the contract period due to any reason.

- j) The Bidder shall responsible for the following:
- Finance related any quarry from the authority.
  - Any other quarry related to the Internal audit; auditor is liable & responsible for the same.
  - Auditors are responsible for ensuring that all scope of work. An auditor is liable for negligence or dishonesty for the said work.

### **ARTICLE - 3: AUTHORITY'S OBLIGATIONS**

- a) 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 implementation of the project and the performance of the Bidder obligations.
- b) Authority shall release the funds in a timely manner, after satisfying itself of all the project-related, statutory and accounting aspects, so as to enable the Bidder to satisfactorily perform its obligations.
- c) The Authority shall appoint, an authorized person as ‘**Coordinator – Authority**’ to coordinate with the Bidder in all matters related to Authority for the successful implementation of the project and to be responsible for all necessary exchange of information required.
- d) Authority would constitute an appropriate committee to oversee the functioning of the work.

### **ARTICLE - 4: LIQUIDATED DAMAGES**

In the event of failure of the Bidder to secure Acceptance by Authority, before the commencement date as prescribed by the Authority, the Authority reserves the option to recover from the Bidder as liquidated damages and not by way of penalty, 10% of the Total Accepted Tender Value of the Service to be rendered for the period after the said commencement date, until acceptance without prejudice to other remedies under the contract.

### **ARTICLE - 5: TERMINATION OF THE CONTRACT**

- 6.1** At any time during the Contract Period, Authority has the right to cancel the Contract after giving a notice of one month, if the Bidder commits breach of any or all conditions of the contract and fails to remedy the breach within the time frame by the Authority. Breach of Contract includes, but not limited to, the following:
- a) The Bidder stops work and such stoppage has not been authorised by the Authority.
- b) The Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.
- c) Authority 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

Authority.

- d) The Bidder is found to act in selfish interest and not in interest of the beneficiaries.
- e) Serious misconduct/ accident on part of the Bidder.
- f) The registration of the Bidder with The Institute of Chartered Accountants of India or The Institute of Company Secretaries of India gets cancelled due to any reason.
- g) Failure of Bidder in intimating the authority of its blacklisting by any central/state government body, the authority reserves the right to terminate the contract.

**6.2** If the contract is terminated by the Authority unilaterally, the Authority will pay to the Bidder remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement.

**6.3** The authority reserves the right to terminate the contract from their side after giving one-month notice period without assigning any reasons at its discretion.

#### **ARTICLE - 6: “NO CLAIM” CERTIFICATE**

The Bidder shall not be entitled to make any claim, whatsoever, against the Authority, under or by virtue of or arising out of this Contract, nor shall the Authority 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 Authority in such forms as shall be required by him after the works are finally accepted.

#### **ARTICLE - 7: SUSPENSION**

Authority 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 -8: OWNERSHIP OF DATABASE AND ASSET**

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

**ARTICLE - 9: DETAILS TO BE KEPT CONFIDENTIAL**

The Bidder shall keep the details of the contract, records of offices, reports and any type of information as private and confidential. Also, any type of data, information, documents will not be allowed to bring outside of the office premises. The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Authority. 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 Authority 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 Authority.

In this case contract will be terminate on immediate basis and necessary legal action will be taken by the authority on the firm.

**ARTICLE - 10: TRANSFER OF RIGHTS**

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

**ARTICLE - 11: IMPLEMENTATION SCHEDULE**

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

**ARTICLE - 12: THIRD PARTY AGENCY**

The Authority reserves the right to appoint third party agency for control & monitoring, scrutiny & verification, evaluating, making an assessment to ensure that the services provided by the Bidder are as per the prescribed norms laid in tender document & Agreement.

**CHAPTER –V****ANNEXURES**

<b>Annexure No.</b>	<b>Particulars</b>
1	Price Bid Format
2	Performa of General Power of Attorney
3	Format for Performance Guarantee
4	Profile of the Bidder
5	Checklist for Fulfillment of Eligibility Criteria
6	Checklist of Documents to be submitted by the Bidder
7	Chartered Accountant Certificate
8	List of acceptable banks for tender document fee/EMD/Security deposit (SD)
9	Details of proposed team to be deployed for the work
10	Details of Employees of the Agency

**ANNEXURE -1****PRICE BID FORMAT****Tender Notice No.** :

To:

The Director,  
 Directorate of Employment & Training,  
 Dr. Jivraj Mehta Bhavan,  
 Block No.1, 3rd Floor, Gandhinagar,  
 Gujarat

Dear Sir,

I/ We hereby bid for “Selection of Agency for Internal Audit of Various Offices and ITIs Under Labour and Employment Department” as per the Terms of Reference given in this Tender Document of the Directorate of Employment & Training, Gandhinagar within the time specified and in accordance with the specifications and instructions as per Special Terms and Conditions as well as General Terms and Conditions. The rates are quoted in the prescribed format given below:

<b>Particulars</b>	<b>Total Amount (in Rs.)/ Year</b>
For providing audit services as Internal Auditors which are inclusive of all manpower, infrastructure, resources, facilities in view of comply of statutory audit, legal and taxation requirement following as per Government rules and regulation on a lump sum turnkey basis as per the scope of work, terms and conditions mentioned in this tender document.	

**NOTE:**

- 1) Rates indicated herein are exclusive of all taxes and are applicable for the Contract Period.
- 2) I have personally visited actual office locations in order to satisfy myself with the requirements of the Contract and quote my rate accordingly.
- 3) No change shall be made in future on my part for any misunderstanding or oversight of any expense/s by me.

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**Signature of the Bidder with Seal**

## ANNEXURE – 2

## PROFORMA OF GENERAL POWER OF ATTORNEY

(To be signed and executed on non- judicial Stamp Paper of Rs. 300/-)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concerns 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/ 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 Office of ..... (Authority), Gandhinagar 382021 in connection with its tender No. \_\_\_\_\_ dated \_\_\_\_\_ For \_\_\_\_\_ 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)  
Board

Signature of the Partners/ Directors/

Members Executives/ Trustees/ Council  
members

- 1)
- 2)

Signature: \_\_\_\_\_

**ANNEXURE - 3**  
**FORMAT FOR PERFORMANCE GUARANTEE**  
 (On Non-Judicial Stamp Paper Rs.100)

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

To:  
**THE DIRECTOR**  
**DIRECTORATE OF EMPLOYMENT & TRAINING**  
**Block no. 1, 3<sup>rd</sup> Floor,**  
**Dr. Jivraj Mehta Bhavan,**  
**Gandhinagar – 382 010,**  
**Gujarat**

In consideration of the DET, GANDHINAGAR having its registered office at Gandhinagar (hereinafter called the “DET” 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 **Directorate Of Employment & Training , Block no. 1, 3<sup>rd</sup> Floor, Dr. Jivraj Mehta Bhavan, Gandhinagar – 382 010, Gujarat**, which has been unequivocally accepted by the Vendor (refer NOTE below) work of For Selection of Agency for Internal Audit of Various Offices and ITIs Under Labour and Employment Department (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from a Nationalized Bank, in lieu of the EMD, to be made by the Vendor or in lieu of the deduction to be made from the Vendor’s bill, for the due fulfilment 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 Authority from time to time to the extent of ₹ \_\_\_\_\_ (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 Authority by reason of any breach or breaches by the Vendor and to unconditionally pay the amount claimed by the Authority on demand and without demand to the extent aforesaid. We, \_\_\_\_\_ Bank, further agree that the Authority 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 Authority on account thereof and the decision of the Authority 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 Authority from time to time shall be final and binding on us.

- 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 Authority 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 Authority shall have no claim under the Guarantee after 366 (Three Hundred Sixty Six Only) days from the date of expiry of the contract period.
- The Authority 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 Authority and the said Bank shall not be released from its liability under these presents by any exercise by the Authority 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 Authority or any indulgence by the Authority 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.
- 1. It shall not be necessary for the Authority 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 Authority may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

2. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority 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 \_\_\_\_\_

Authorization No.

Date and Place

Bank Seal

The above guarantee is accepted by the DET, Gandhinagar

NOTES

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).

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

<b>Sr.</b>	<b>Particulars</b>	<b>Details</b>
<b>1</b>	Name of the Organization	
<b>2</b>	Nature of the Organization (Govt./ Public/ Private/ Partnership/ Trust/ Society)	
<b>3</b>	Address	
<b>4</b>	Phone No and Fax	
<b>5</b>	Email Address	
<b>6</b>	Name and Contact Details of the Authorized Person	
<b>7</b>	Any other details in support of your offer	

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**Signature of the Bidder with Seal**

## ANNEXURE – 5

## CHECKLIST FOR FULFILMENT OF ELIGIBILITY CRITERIA

Sr. No.	Eligibility Criteria	Documentary Evidences to be attached
1	The Firm should have been registered for a period of at least 20 years.	Certificate of Incorporation & MOA for company/ Registered Partnership deed for partnership firm/ Shop & Establishment certificate for proprietorship firm.
2	The bidder must have income from Audit & Attestation assignments more than Rs. 1 Crore in last three years ending on 31 <sup>st</sup> March 2019. (i.e. for Financial year 2016-17, 2017-18 & 2018-19).	Original <b>Chartered Accountant certificate</b> clearly indicating income of the bidder from Audit & Attestation assignments in the last three years ending on 31 <sup>st</sup> March 2019. (i.e. for Financial year 2016-17, 2017-18 & 2018-19) as per the format given at <b>Annexure-7</b> .  The bidder shall also submit CA certified audited Balance sheet and Income statement duly signed by the CA and authorized signatory/ies of the bidders.
3	The Firm should be registered under <b>CATEGORY-1 as per ranking given by ICAI</b> (The Institute of Chartered Accountants of India).	Registration certificate for firm by Institute of Chartered Accountants of India and membership no. for partner/director from ICAI
4	In case of registered company, The Bidder must have undertaken audit assignment of at least 1 listed company in last 3 years.	Copy of work order/agreement issued by clients.
5	The bidder should have executed at least three contracts of providing accounting and auditing services in different society promoted by Semi Government/ Government organization of State / Central level in the each of the last three years ending on <b>31<sup>st</sup> March 2019</b> .	Copy of work order/agreement issued by clients.  The bidder shall present the original work order/agreement for verification by Authority if required.

6	The bidder should not have been black listed by Central/State Government Department/Public Sector Undertaking for any contract executed in past.	Affidavit on Rs.50 Non – Judicial Stamp paper.
7	<p>The Bidder should have minimum 7 charter accountant employee on permanent basis among them 5 charter accountants must be partners of the firm.</p> <ul style="list-style-type: none"> <li>• The Charter Accountant must be associated with the firm as an employee for at least One year.</li> </ul>	Self-certified letter of list of manpower as well as salary slip/ EPF statement of last one year.
8	Registered office should be located in state of Gujarat or minimum 2 full time branch offices should be functional in state of Gujarat for minimum period of 3 years.	<ul style="list-style-type: none"> <li>• Register office certificate/proof.</li> <li>• Affidavit of Register office or minimum 2 full time branch offices working since last 3 years.</li> <li>• The Bidder should submit Address Proof document. (Sales deed/ rent agreement and last month electricity bill).</li> </ul>

Signature of the Bidder with Seal

## ANNEXURE – 6

## CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER

Sr. No	List of Documents	Documents submitted (Y/N)
<b>Document with proper Index with page number</b>		
1	Bid duly signed & sealed (with official seal) in original (with photocopies in copy I) on all pages with all pages duly numbered. Tender document with corrigendum if any to be signed and stamped on each page and submitted along with technical bid.	
2	Registration details: Certificate of Incorporation & MOA for company/ Registered Partnership deed for partnership firm/ Shop & Establishment certificate for proprietorship firm.	
3	List of present Directors/ owners/ executive council members/ trustees/ Board members as applicable with Correspondence address, telephone number, Fax number, email and related details of bidder.	
4	Copy of GST Registration	
5	Legal status (Individual, Proprietary firm, Partnership firm or Limited Company) of the company along with statutory details (Registration No., PAN No., other required valid licenses).	
6	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 <b>Annexure-2</b> .	
7	Income Tax Returns for last three years i.e. <b>2016-17, 2017-18 &amp; 2018-19</b> . CA certified Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the years <b>2016-17, 2017-18 &amp; 2018-19</b> .	
8	Registration certificate for firm by Institute of Chartered Accountants of India and membership no. for partner/director of ICAI	
9	Copy of work order/agreement issued by clients.	
10	Original <b>Chartered Accountant certificate</b> clearly indicating income of the bidder from Audit & Attestation assignments in the last three years ending on 31 <sup>st</sup> March 2019. (i.e for Financial year <b>2016-17, 2017-18 &amp; 2018-19</b> ) as per the format given at <b>Annexure-7</b> .	
11	Clause by clause compliance statement for the whole Tender Document including all Annexures.	
12	The detail of proposed team to be deployed for the work is to be given as per Annexure-9 & 10.	
13	Affidavit of Register office or minimum 2 full time branch offices working since last 3 years.	

**ANNEXURE 7****FORMAT FOR CA CERTIFICATE**(On CA's Letter Head)TO WHOM SO EVER IT MAY CONCERN**CHARTERED ACCOUNTANT CERTIFICATE**

On the basis of verification of books of accountants and other documents produced before us and maintained by the Company, we certify that M/s \_\_\_\_\_ is engaged in \_\_\_\_\_ (Chartered Accountant) business. This is to certify that they have income from \_\_\_\_\_ (Chartered Accountant) Audit & Attestation assignments business in the last three years ending on 31<sup>st</sup> March, 2019. (i.e. for Financial year **2016-17, 2017-18 & 2018-19**) as follows:

<b>Sr. No</b>	<b>Financial Year</b>	<b>Income from Audit &amp; Attestation assignments (in Rs. Lacs)</b>
1	2016-17	
2	2017-18	
3	2018-19	
	Avg. of above	

Their net worth as on 31<sup>st</sup> March 2019 is Rs. \_\_\_\_\_.

**CA Stamp & Seal**

**ANNEXURE 8****LIST OF ACCEPTABLE BANKS FOR TENDER DOCUMENT****FEE/EMD/SECURITY DEPOSIT (SD)**

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis:

1. All Nationalized Banks.

(B) Guarantees issued by following banks will be accepted as SD/EMD for period up to March 31, 2020. The validity cut-off date in GR is with respect to date of bank guarantee irrespective of date of termination of bank guarantee.

- AXIS Bank
- Baroda Gujarat Gramin Bank
- DCB Bank
- HDFC Bank
- ICICI Bank
- IndusInd Bank
- Kotak Mahindra Bank
- Nutan Nagarik Sahakari Bank Ltd.
- Rajkot Nagarik Sahakari Bank Ltd.
- RBL Bank
- Saurashtra Gramin Bank
- The Ahmedabad Mercantile Co-Operative Bank Ltd.
- The Kalupur Commercial Co-Operative Bank Ltd.
- The Mehsana Urban Co-Operative Bank Ltd.
- The Surat District Co-op. Bank Ltd.

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



## ANNEXURE 9

## DETAIL OF PROPOSED 14 TEAM TO BE DEPLOYED FOR THE AUDIT WORK

Team	Name of Proposed Manpower	Age	Qualification	Total Experience (in yrs.)	Contact No.	E-mail ID
1						
2						
3						
4						
5						
6						
7						

**Note: KYC of the deployed manpower should be done by the bidder and submit to the authority**

**ANNEXURE 10**  
**DETAILS OF EMPLOYEES OF THE AGENCY**

**Coordinators (Senior Charter Accountant)**

<b>Sr. No.</b>	<b>Name</b>	<b>Age</b>	<b>Qualification</b>	<b>Total Experience (in yrs.)</b>	<b>Contact No.</b>	<b>E-mail ID</b>
1						
2						
3						
4						