

Tender No.GEM/2023/B/3945952

**Tender Document
For Selection of Chartered Accountant Firm for
Prepaion of Annual Accounts for FY: 2019-20 to 2021-
22**



GUJARAT INFORMATICS LIMITED

**Block no. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10A, Gandhinagar-382017, Gujarat
Phone No. 23259229 Fax: 23238925.**

Please visit <https://gil.gujarat.gov.in> for details of Tender
and downloading Tender Document.

EMD: ₹25,000 /- (only)

**Tender Document for Selection of Chartered Accountant Firm for Preparation of Annual
Accounts for FY: 2019-20 to 2021-22 of Gujarat Informatics Limited**

Tender No. dated

Schedule of Tender Events

Sr No	Event	Date and Time
1	Tender Issue Date	12/09/2023
2	Last Date and Time for submission of written queries for clarification only by e-mail on dy-dir-ac@gujarat.gov.in.	14/09/2023 up to 15:00 hrs
3	Last Date and Time for reply/ clarification/ corrigendum as case may be by GIL in response to the query of bidders.	15/09/2023 up to 15:00 hrs
4	Last Date and Time for submission of online proposal (Technical and Financial).	22/09/2023 up to 15:00 hrs
5	Last Date and Time for submission of EMD.	22/09/2023 up to 15:00 hrs
6	Date and Time of Opening of Technical Bid	22/09/2023 up to 15:30 hrs
7	Date and Time of Opening of Financial Bid	To be informed to Technically qualified bidders well in advance.
8	Contact person for queries	Mr. Taansukh Dhaakan [Manager] manager-accounts@gujarat.gov.in Mr. Vijay Prajapati [Dy. Director (Accounts)] dy-dir-ac@gujarat.gov.in
9	Address for communication	Block no. 2, 2 nd Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar-382017, Gujarat.
10	Bid validity	180 days

Disclaimer

The Tender Documents for selection of Chartered Accountant Firm for preparation of Annual Accounts for FY: 2019-20 to 2021-22 for Gujarat Informatics Limited contain brief information about the Project and the Works to be executed and various steps involved in the tendering process. The information contained in the Tender Documents or subsequently provided to Tenderer(s), whether verbally or in documentary or any other form by or on behalf of Gujarat Informatics Limited (hereinafter referred as "GIL" or "the Company") or any of its employees or advisors, is provided to Tenderer(s) on the terms and conditions set out in the Tender Documents and such other terms and conditions subject to which such information is provided.

The Tender Documents are not an agreement. It is neither an offer nor invitation by GIL to the prospective Tenderers or any other person. The purpose of the Tender Documents is to provide interested parties with information that may be useful to them in making their bids pursuant to the Tender Documents. The Tender Document includes statements, which reflect various assumptions and assessments arrived at by GIL in relation to the Project or the work to be executed pursuant to this tendering process. Such assumptions, assessments and statements do not purport to contain all the information that each Tenderer may require. The assumptions, assessments, statements and information contained in the Tender Documents may not be complete, accurate, adequate or correct. Each Tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Tender Documents and obtain independent advice from appropriate sources.

Information provided in the Tender Documents to the Tenderer(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. GIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any tenderer under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the Tender Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Documents and any assessment, assumption, statement or information contained therein or deemed to form part of the Tender Documents or arising in any way for participation in this tendering stage.

GIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Tenderer upon the statements/information contained in the Tender Documents. GIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in the Tender Documents. GIL also reserves the right to change any or all conditions/ information set in the Tender Documents at any time by way of revision, deletion, updation or annulment through issuance of appropriate addendum as GIL may deem fit without assigning any reason thereof.

The issue of the Tender Documents does not imply that GIL is bound to select a Tenderer or to appoint the selected Tenderer for constructing the work envisaged under the Tender Documents and GIL reserves the right to reject all or any of the Tenderers or Tenders without assigning any reason whatsoever. The Tenderer(s) shall bear all its costs associated with or relating to the preparation and submission of its tender including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GIL or any other costs incurred in connection with or relating to its Tender. All such costs and expenses will remain with the Tenderer and GIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Tenderer in preparation for submission of the Tender, regardless of the conduct or outcome of the tendering process.

Any alterations in Eligibility Criteria cum Qualification Requirement, and terms of the Tender Document, or any amendment to the Tender Document, etc. shall be uploaded on GIL's official website, without any obligation or press notification or other proclamation. Therefore, all interested are advised to the website regularly.

Gujarat Informatics Limited

Terms of Reference for Selection of Chartered Accountant Firm for Preparation of Annual Accounts for FY: 2019-20 to 2021-22

Background

Gujarat Informatics Limited (GIL) was established as the nodal agency for IT development in the state in February 1999, by the Government of Gujarat. The company was started with a clear objective to promote IT and accelerate the process of E-Governance in the state. Along with the announcement of the IT policy, the Government has enabled GIL to effectively implement IT projects in the state. Since its inception, GIL has worked aggressively to make stunning forays in the implementation of IT in the state. Having made a promising beginning with projects like the INFOCITY, GSWAN and the GR BOOK, GIL is gaining significant ground with its endeavors for computerization of Government departments, training of CIO's, developing applications, forming mergers and signing MOUs with leading national and international companies. These include Microsoft, Reliance, Price Waterhouse Coopers and others.

Eligibility Criteria

Firms must qualify in the following minimum criteria:

Sr No	Criteria	Minimum Requirement	Documents to be furnished as Supporting	Remarks
1	Category of the Firm	The firm should be Category- I or II as per ranking provided by ICAI on the date of tender.	Self-certified Latest Multipurpose Empanelment Form (MEF) issued by ICAI containing the category of the firm.	
2	Gross Receipt of the Firm	Average Annual Turnover of the firm for past 3 years should be more than ₹ 20 Lakhs.	Copy of Self Certified Statement of Profit and Loss of FY: 2021-22 to be attached with Annexure-A.	
3	Existence of the Firm	The firm should be existence for at least 07 years on the date of tender.	Self-attested copy of Firm Registration Certificate issued by ICAI.	
4	Number of CA as Partner	Firm should have at least 03 CAs working as full time partner.	Self-attested copy of latest Firm Card to be attached with Annexure-B.	
5	Similar Work	Firm should have experience of preparation of Annual Account/ Final Accounts of at least 05 PSUs/ Authorities/ Organisations/ Trust/ Mission etc. in last 3 years. (FY: 2019-20, FY: 2020-21, FY: 2021-22).	Work Order/ Contract/ Work Completion Certificate shall be attached with Annexure-C.	Proposal will be rejected without satisfactory Work allotment/ completion certificate.
6	Head Office or Branch Office	Registered office of the firm should be in Ahmedabad/ Gandhinagar. If not, 1	Self-certified copy of latest Firm Card containing the details of Registered Office	

		full time branch shall be in Ahmedabad/ Gandhinagar for at least 3 years on full time basis.	or 1 Full time Branch Office to be attached with Annexure-D.	
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Bidder must meet the above Eligibility Criteria to become technically qualified.

Scope of Work

Work of Preparation of Annual Accounts and other related activities shall be for FY: 2019-20, FY: 2020-21 and FY: 2021-22. The scope and responsibilities of firm is as follows:

- Chartered Accountant Firm is required to provide the service of preparation of Annual Accounts for FY: 2019-20 to 2021-22 on outsourcing basis.
- Firm is liable from preparing Books of Accounts to finalization of Financial Statement in Tally software and computerized manner.
- The major activities of assignment shall be as below-
 - a. Preparation of Books of Account from the supporting documents;
 - b. Preparation of Cash Book and Bank Book and scrutiny of the same;
 - c. Preparation of Bank Reconciliation Statement;
 - d. Ledger scrutiny;
 - e. Posting Closing and/or finalization entries in Books of Accounts;
 - f. Accounting entries related to Grants/ Fund parked at GIL and reconciliation of Grant Accounts;
 - g. Accounting entries related to EMD and Reconciliation of EMD;
 - h. Accounting entries related to TDS and reconciliation with TDS Returns;
 - i. Accounting entries related to GST and reconciliation with GST returns such as GSTR 1, GSTR 3B, GSTR 2B, GSTR 9 etc.
 - j. Accounting entries related to GST TDS and reconciliation with GST TDS Return;
 - k. Accounting entries and reconciliation of other statutory dues such as Provident Fund, Professional Tax etc.
 - l. Preparation of financial statement as per Schedule III of Companies Act along with Balance Sheet, Profit and Loss Account, Notes to Accounts and Management Representation;
 - m. Preparation of Trial Balance for submission to Statutory Auditor;
- Firm is required to co-ordinate with Statutory Auditor, provide requisite documents and explanations time to time for resolution of queries/ observation and conclusion of statutory audit.
- Firm is required to co-ordinate with Tax Auditor, provide requisite documents and explanations time to time for resolution of queries/ observation and conclusion of statutory audit.
- Firm is required to co-ordinate with C&AG and provide requisite documents and explanations time to time for resolution of queries/ observations.
- Firm is required to prepare Consolidated Financial Statements of GIL and Associated Company.

The assignment of Internal Audit will be conducted on concurrent and full time basis under control of at least one qualified Chartered Accountant who can be replaced only with prior approval of GIL. (CV to be vetted by GIL.)

Necessary documents and supporting vouchers for Accounting Entries shall be provided by company. However In absence of adequate documents/details with company, consultant shall provide efficient guidance and support for resolving situation.

A detailed Scope of Work, enclosed above is only illustrative and not exhaustive.

Period of Assignment

The appointment of Chartered Accountant Firm shall be for preparation of Annual Accounts of FY: 2019-20 to FY: 2021-22.

Tenure of the Contract shall be ended on conclusion of C&AG Audit for FY: 2021-22.

01 month time shall be allowed to the firm for submission of Provisional Balance Sheet and Trail Balance for each year from the date of appointment.

Rights of the Firm

The consultant has rights of access to all GIL records, information and assets which considers necessary to fulfil the responsibilities. The Head of assignment shall have a right to direct access to Deputy Director (Accounts).

Responsibilities of Firm

The responsibility of the Consultant would be:

- Develop a flexible plan and submit that plan to the Deputy Director (Accounts) for approval.
- Maintain a professional staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements.
- Evaluate and assess significant merging/consolidating functions and new or changing services, processes, operations, and control processes coincident with their development, implementation, and/or expansion.

Other Terms and Conditions

1. Firms selected by GIL shall maintain ethics of faith and the information provided by GIL shall be kept 'Strictly Confidential'.
1. The selected firm shall deploy adequate resources. One must be a qualified Chartered Accountant having at least 5 Years relevant experience. The firm shall deploy such more qualified and experienced Personnel as and when required for completion of assignment on timely basis. The firm shall furnish the list of resources to be deployed for GIL assignment with details before commencement of work. The list shall be reviewed and approved by GIL with or without modification. Except as GIL may otherwise agree, no change shall be made in the approved list of personnel. If for any reason beyond the reasonable control of the Firm, it becomes necessary to replace any of the Personnel, the Firm shall forthwith provide a replacement, a person of equivalent or superior qualification with the prior approval of GIL.
3. In case of any dispute, the decision of MD, GIL shall be final and binding.
4. Assignments shall be carried out with due diligence maintaining quality of work done and in least possible time.
5. All reporting including MIS shall be done on concurrent basis as required by GIL from time to time.
6. GIL reserves the right to cancel selected firms, if it considers necessary.
7. The work being conducted by the firm will be subject to supervision by finance and accounts department of GIL as and when required to ensure that the work is progressing as per agreed plan.
8. In case of non-fulfilment of any instructions issued by GIL, GIL will be entitled to cancel the assignment without any obligations.
9. The successful firm shall not be entitled to claim any additional amount for any reason whatsoever for the above work.
10. The GIL reserves the right to reject any or all offers received without assigning any reasons.
11. These are only proposed draft terms and conditions and can be modified at any time by the GIL at its sole discretion.

12. The approved Team will consist of sufficient number of experienced and qualified professionals in relevant field. Resources deployed must have to mark attendance at GIL office for record of Attendance.

Contents of the Tender Proposal

Tenderer has to submit the offer online on GeM Portal.

- (i) **Technical bid** will be opened on due date (as per Notice Inviting Tender).

Technical Bid must contain the following:

- a) A proposed plan of action to achieve the objectives of the assignment;
- b) A list of references of similar appointments;
- c) The Curriculum Vitae (CV) of the staff who will be available for the duration of the work;
- d) An undertaking to ensure continuity of staff on the project;
- e) All the supporting documents as mentioned in "Eligibility Criteria" of tender document may also be furnished as given the formats in Annexure – "A" to Annexure – "D".
- f) Each page of the Tender documents is required to be signed by the Nodal Partner of the firm. The documents / certificates in support along with the tender shall also be signed by the Nodal Partner.

- (ii) **Financial Bid** will Contain Price bid as per Forms Fin 1.

Tender Price

The tender price is to be in Indian currency and must include applicable taxes. Firm must complete the price table as in Fin 1 for 03 years. The quoted tender price shall be valid for a period of 180 days from the opening date of Tender. The price will be firm and fixed throughout the agreement.

Evaluation Methodology

Those bids, which are technically complied as per the Minimum Eligibility Criteria will be considered for Financial Opening. Out of all open Financial Offers, the lowest evaluated bid will be considered.

Regulation of Professional Fees

The payment schedule will be as per below for each financial year-

Milestone	% of Total Fees
Submission of Provisional Trail Balance and Balance Sheet	20%
Completion of Statutory Audit	40%
Completion of C&AG Audit	40%

GIL will not pay any advance to the selected firm under any circumstances.

Bill for Professional Fees shall be submitted to the Accounts Division of GIL along with a certificate indicating that work has been completed as per the agreed terms and conditions. Tax as applicable will be deducted at source and tax deducted certificate will be issued as per the law in force.

Penalty

Maximum Penalty equivalent to 10% of the billing rate will be recovered for non-deployment of the Professional or replacement of personnel as per the agreed list of personnel till the person is deployed. Replacement penalty shall be levied at 10% of the billing rate for replacement of any approved personnel during the contract period.

Termination

Any party of the Contract may terminate the Contract at any time by one month's written notice to the other party.

Upon termination of the contract, or at any time if so requested in writing by GIL, the firm will return or destroy, as the case may be, within thirty (30) days all confidential information of GIL and any copies thereof it may hold at such time.

Arbitration

In case of any dispute, it shall be referred to Arbitration. The sole arbitrator will be appointed by the Managing Director.

The place of Arbitration shall be Gandhinagar and the language will be English.

Forms of Tender

Technical Proposal for Selection of Chartered Accountant Firm for Preparation of Annual Accounts for FY: 2019-20 to 2021-22

Sr No.	Particulars	Response
1	Name of firm (In Capital Letters)	
	Address of Head Office and Branch Office	
	PAN No. and GST No. of Firm	
2	ICAI Registration No.	
	MEF Registration No.	
	Region Name	
	Region Code No.	
3	Empanelment No with C&AG India for major audits	
4	Date of Constitution of Firm	
5	Experience Details	The details of experience of firm should be given as per Annexure-C attached.
6	Profile of Firm	To be attached separately herewith.

We/I declare

1. That the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there had been suppression of material information, the firm would not only stand disqualified from the allotment, but would be liable for disciplinary action under the Chartered Accountants Act, 1949 and the regulations framed there under;
2. That the firm or partners has not been debarred or cautioned by ICAI during the last five years; (A self-certificate to the effect from the firm will be attached)
3. That individually we are not engaged in practice otherwise or in any other activity which would be deemed to be a practice under Section 2(2) of the Chartered Accountants Act, 1949;
4. That the constitution of the firm shown in the RFP is the same as that in the Constitution Certificate issued by the ICAI.

5. That the no partner of the firm or any qualified employee of the firm is related to any member of the Governing Body / Executive Committee / Board of Directors or the Project Director/ Managing Director / any Director or any of the senior management (as applicable) of GIL. Relative would mean husband, wife, brother, or sister or any lineal ascendant or descendant.

6. That neither the firm nor its Partners or Associates have any interest in the business of GIL.

7. The firm is not one against which disciplinary orders have been issued by the Public Companies Accounting Oversight Board and these orders are in force. Also, any partner/senior manager of the firm is not associated with the assignment in any manner if he/she has been found guilty of professional/other misconduct by the Institute of Chartered Accountants of India under the First or Second Schedule of the Chartered Accountants Act, 1949; or is one against whom disciplinary sanction orders have been passed by the Public Companies Accounting Oversight Board.

(Sign with stamp & membership no. on each page)

Annexure-“A”
DETAILS OF INCOME OF THE FIRM

Sr No	Type of Income	Year 2021-22

Annexure-“B”
LATEST DETAILS OF CHARTERED ACCOUNTANTS IN THE FIRM

Sr No	Name of Member	Membership No.	Qualification	Designation (Partner/ Employee)	Date of Joining of Firm
1	2	3	4	5	6

Please attach duly certified copy of Firm Card issued by ICAI in support of the aforesaid information.

Annexure – “C”
DETAILS OF “SIMILAR WORK” CARRIED OUT BY THE FIRM

Sr No	Name of Entity	Year of Contract	Type of Entity (PSU/ Authorities/ Trust etc.)	Nature of Work	Date of Completion Certificate of Organization
1	2	3	4	5	6

Please attach a certificate of competent authority of the organization to the effect that the assignment has been successfully completed on the letterhead of the organization in support of the aforesaid information.

Annexure – “D”

Sr No	Registered Office/ Branch Office	Address	State	Year of Establishment	No of Resources in Registered/ Branch Office
1	2	3	4	5	6

Annexure – “E”

Form FIN-1: Financial Proposal Submission Form

Format for Financial Bid

Particulars	Fees (In ₹)
Professional Fee for Preparation of Annual Accounts for FY: 2019-20 to 2021-22	
Add: Taxes and duties	
Total	
(Rupees)	

Fee is including all kind of charges to render services. No any other charges except this Fee shall be paid to perform the scope.

We have read all the terms and conditions with respect to financial bid as outlined in the RFP and abide ourselves with the terms and conditions.

(Sign with stamp & membership no. on each page)

Annexure- "F"

FORMAT OF EARNEST MONEY DEPOSIT IN FORM OF BANK GUARANTEE

Ref:

Bank Guarantee No.

Date:

To,
Dy. Director (Accounts)
Gujarat Informatics Limited
8th Floor, Block -1, UdyogBhavan,
Sector - 11, Gandhinagar - 382017
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: XXXX for RFP for "Selection of Chartered Accountant Firm for Preparation of Annual Accounts for FY: 2019-20 to 2021-22" KNOW ALL MEN by these presents that WE ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of ----- - ----2023.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Work Order as mentioned above within the time limit stipulated
or
 - (ii) If the bidder is found to be involved in fraudulent practices.

We undertake to pay to the GIL up to the above amount upon receipt of its first written demand, without GIL having to substantiate its demand, provided that in its demand GIL

will specify that the amount claimed by it is due to it owing to the occurrence of any of the above mentioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid till the issuance of Work Order to Successful Bidder. The Bank undertakes not to revoke this guarantee without previous consent of the GIL and further agrees that the guarantee herein contained shall continue to be enforceable till GIL discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER or any other indulgence shown by the OWNER or by any other matter or things.

The Bank also agree that the OWNER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SERVICE PROVIDER and notwithstanding any security or other guarantee that the OWNER may have in relation to the SERVICE PROVIDER's liabilities.

Dated at _____ on this _____ day of _____ 2023.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

Approved Bank: Any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2019/50/DMO dated 01.09.2019 issued by Finance Department or further instruction issued by Finance department time to time.

Annexure- "G"

Undertaking Application for exemption from EMD

Date: **GeM Bid No: GEM/_____ dated**

To,
Dy. Director (Accounts)
Gujarat Informatics Ltd.
Block no. 2, 2nd Floor, Karmayogi Bhavan,
Sector-10 A, Gandhinagar.

Subject: Application for the exemption from EMD under GeM Bid No: GEM/_____ dated .

Dear Sir,

We _____are registered (Udyam Registration Number-_____/Startup_____). We have attached herewith the Udyam registration certificate/DIPP certificate for your consideration.

We are going to provide service, as per Scope of Work, by ourselves only for the proposed tender.

So kindly provide us the eligible exemption from EMD for the application **GeM Bid No: GEM/_____ dated.**

Regards,

Authorized Signatory & Stamp