

**Request for Proposal (RFP)
For Appointment of Statutory Auditor for
Birsa Munda Tribal University**



Birsa Munda Tribal University, Rajpipla

**Vocational Training Center (V.T.C.) Beside R.T.O. Office, Vavdi
Road,
Vavdi – Rajpipla, Dist. Narmada, Gujarat.**



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1. Disclaimer

1. This RFP (defined hereinafter) is issued by the **Birsa Munda Tribal University** (the "Authority") to set out the process for selection of the Selected Bidder (defined hereinafter) with respect to providing services of Statutory Auditing services for all its related entities.
2. The information contained in this RFP or subsequently provided to a Bidder (defined hereinafter), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to a Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing and submitting their Proposals pursuant to this RFP.
4. This RFP does not constitute any recommendation of an offer to buy, purchase or subscribe to any securities or assets mentioned herein. Furthermore, this RFP confers neither the right nor expectation on any interested party to be selected to participate and/or be selected successfully in the Bidding Process (defined hereinafter).
5. This RFP does not solicit any action based on the material and information contained in this RFP. Nothing in these materials is intended by the Authority to be construed as legal, technical, accounting or tax advice.
6. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services (defined hereinafter). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements, and information contained in the Bidding Documents, especially details regarding the project site, may not be complete, accurate, adequate, or correct. Further, this RFP may not be all-inclusive and may not contain all the information that the recipient may consider the material for preparing and submitting its Bid. Each Bidder should, therefore, conduct its investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.
7. Past performance is not a guide for future performance. Forward-looking statements (if any) contained in this RFP are not predictions and may be subject to change without notice. Actual results may differ materially from the forward-looking statements due to various factors. This RFP and opinions, if any, contained herein are based upon information available to the Authority. No



statement, fact, information (whether current or historical) or opinion contained herein should be construed as a representation or warranty, express or implied by the Authority (including its authorized representatives or its professional advisors or any other persons/entities shall be held liable for the authenticity, correctness, or completeness of any such statements, facts, or opinions).

8. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon the interpretation of the 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
9. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, 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 this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
10. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. In addition to other disclaimer(s) of/by the Authority in this RFP, the Authority hereby further denies all liability for any statements made or omitted to be made in this RFP or, any action taken or omitted to be taken pursuant to this RFP.
11. The Authority may in its absolute discretion, without assigning any reason and at any time during the Bidding Process, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The participation in the Bidding Process shall be deemed to be an acknowledgement by the Bidder that any such amendment shall be binding on such Bidder.
12. The issue of this RFP does not imply that the Authority is bound to select a Bidder, and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive Bid does not ensure the selection of the Bidder as a Selected Bidder.
13. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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- 14.** Nothing contained in this RFP shall be deemed to relieve, wholly or partially, directly, or indirectly, the Bidders from their compliance with any law in force, and/ or any instrument having the force of law, as may be applicable to them. A Bidder shall inform itself concerning and shall observe and comply with, any applicable legal requirements.
- 15.** By procuring a copy of this RFP, the recipient accepts the terms of this disclaimer notice, which forms an integral part of this RFP and all other terms and conditions of this RFP.



2. Bid Summary and Data Sheet

S. No.	Key Information	Details
1.	Assignment Title	Request for Proposal (RFP) For Appointment of Statutory Auditor for Birsa Munda Tribal University .
2.	Assignment Background	The Authority intend to appoint a Firm / LLP for statutory Auditing for following 1. Birsa Munda Tribal University
3.	Authority	Birsa Munda Tribal University (BMTU). The contract Agreement to be executed by the Selected Bidder with the Birsa Munda Tribal University (BMTU) .
4.	Contract period	The contract period is for one (1) year, starting from the date of the Letter of Award or the signing of the contract, whichever occurs first. It may be further extended by mutual agreement for up to two additional years, in increments of one year at a time.
5.	Joint Venture	This RFP is intended for Single Entity of the Bidder. Joint Venture / Consortium are not permitted.
6.	Bid Submissions	Bids should be submitted in an envelope clearly mentioning " Request for Proposal (RFP) For Appointment of Statutory Auditor for Birsa Munda Tribal University (BMTU). " The envelope should further contain the following 2 (two) sealed envelopes: <ul style="list-style-type: none"> Envelope 1: Bid Processing Fee and EMD Envelope 2: Technical Bid The Technical Bid & Financial Bid shall be submitted online on GeM Portal and only technical bid shall be submitted on hard copy also.
7.	Bid Evaluation	Evaluation of the Bids shall comprise of the following stages as per clause 5.6 of the RFP document as follows: Stage 1: Test of Responsiveness Stage 2: Pre-Qualification Criteria Stage 3: Evaluation of the Financial Bids (only for the Eligible Bidders).
8.	Method of Selection	Bidder based on Lowest (L1) Based Selection
9.	Eligibility Criteria	Minimum Eligibility Criteria as per clause 5.6 of the RFP (Refer the document in detail)

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10.	EMD	<p>Earnest Money Deposit of Rs 2,250/- (Rupees Two Thousand Two Hundred Fifty Only) via account payee Demand Draft drawn in favor of “Registrar, Birsa Munda Tribal University” payable at Rajpipla of any scheduled bank enlisted in latest GR of Finance Department, Gujarat in this regard.</p> <p>The validity period of the EMD shall not be less than 60 (sixty) days from the Bid Due Date and may be extended as and when required by the Authority.</p> <p>The EMD of the unsuccessful bidders shall be returned by the Authority preferably within 30 days from the date of signing of the contract agreement with the Successful Bidder. The EMD of the successful bidder shall be returned upon submission of the Security Deposit.</p>
11.	Security Deposit	<p>The selected Bidder shall submit a Security Deposit in the form of an unconditional and irrevocable Bank Guarantee equal 5% of the contract value (Per Year Fees) in the format, to be subsequently provided by the authority. The Security Deposit shall be submitted on / or before the date of signing of the Agreement. Security deposit in the form of either Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) is acceptable.</p>
12.	Validity of the Bid	180 (one hundred eighty) days from the Bid Due Date.
13.	Date of uploading the RFP document	07.04.2025
14.	Last Date and time for submission of pre-bid queries as per Annexure-4 (word format only)	On or before 15.04.2025 till 18:00 hrs. on email id ao@bmtu.ac.in
15.	Pre-Bid Meeting	<p>16.04.2025 @11:00 am Birsa Munda Tribal University, Vocational Training Centre (V.T.C.), Near RTO Narmada, Vavdi Road, Vavdi, Rajpipla, Narmada-393145, Gujarat, India</p> <p>Online Meeting Link:</p>

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		Bidders will be shared Links of Pre-Bid Meeting on the reply mail to their queries; however, bidders can also attend meeting on location mentioned
16.	Last Date and Time for submission of online proposal (Technical and Financial)	05.05.2025 up to 17:00 Hrs.
17.	Last Date and Time for submission of physical Technical Bid along with original EMD and affidavit at address mentioned below at sr. no 20.	09.05.2025 up to 17:00 Hrs.
18.	Date of Opening of Technical Bid	10.05.2025 onwards
19.	Date and Time of Opening of Financial Bid	Will be informed to technically qualified bidders.
20.	Contact person for queries	Mr. Raj Garg, Finance and Account Officer, Contact Number – 79903 04184 Email - ao@bmtu.ac.in
21.	Address for communication and submission of	Finance and Account officer, Birsa Munda Tribal University, Vocational Training Center (V.T.C.), Near RTO Narmada, Vavdi Road, Vavdi, Rajpipla, Narmada-393145, Gujarat, India



3. Interpretation

In this RFP, unless the context otherwise requires:

- a)** The singular includes the plural and vice versa, and any word or expression used in the singular has the corresponding meaning used in the plural and vice versa.
- b)** Reference to any gender includes the other genders.
- c)** Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Sub paragraph, Annex, Exhibit, Attachment, Schedule, or Recital is a reference to a Clause, Sub-Clause, Paragraph, Sub paragraph, Annex, Exhibit, Attachment, Schedule, or Recital of this RFP.
- d)** A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices, and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed, or extended, from time to time, in accordance with the terms thereof.
- e)** The terms "include" and "including" shall be deemed or to be followed by the words "without limitation", whether so followed, or mentioned in this RFP.
- f)** A reference to a "writing" or "written" includes printing, typing, lithography and other means of reproducing words in a visible form.
- g)** Any date or period outlined in this RFP shall be such date or period as may be extended by the Authority, in its absolute discretion.
- h)** A reference to "month" shall mean a calendar month, a reference to "week" shall mean a calendar week and a reference to "day" shall mean a calendar day, unless otherwise specified.
- i)** The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any Article, Clause, or Section of this RFP.
- j)** The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified.
- k)** the words "other", "or otherwise" and "whatsoever" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to.
- l)** In the case of any conflict, discrepancy, or repugnancy between the provisions of the RFP and the provisions of the Agreement or any other documents, provisions of the Agreement shall prevail over and supersede the provisions of other documents.



- m)** In the event of any disagreement or dispute between the Authority and a Bidder regarding the materiality or reasonability of any matter including any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the opinion of the Authority as to the materiality or reasonability of any of the foregoing shall be final and binding on the Bidder.
- n)** The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of the Agreement.
- o)** words and abbreviations, which have well-known technical or trade/commercial meanings are used in this RFP in accordance with such meanings; and
- p)** References to any law shall include references to such law as it may, after the date of this RFP, from time to time be amended, supplemented, or re-enacted.



4. Brief Introduction & Background

Birsa Munda Tribal University (BMTU) has been created under Birsa Munda Tribal University Act 2017. It is to establish and incorporate a teaching university in the state of Gujarat.

The authority invites proposals from eligible and experienced firms for the appointment of a Statutory Auditor for the financial year 2024-2025. The statutory audit is a critical requirement to ensure financial compliance, transparency, and adherence to regulatory frameworks governing public sector entities.

The appointed auditor will be responsible for conducting an independent audit of BMTU's financial statements, evaluating internal control mechanisms, ensuring compliance with applicable accounting standards, statutory provisions, and auditing guidelines, and providing an objective assessment of the Authority's financial position. The audit will also include a review of financial transactions, expenditure management, revenue reconciliation, and adherence to procurement and governance norms.

The selected bidder will be responsible for executing the complete scope of work under an initial contract period of one years, with the possibility of extensions for up to two additional years, one year at a time.



5. Information to Bidders

5.1 Definitions

The following terms wherever used in this RFP (including in the recitals and schedules and annexure) shall have the following meanings:

1. **‘Authority’** shall mean the **“Birsa Munda Tribal University** (the "Authority")
2. **‘Agreement’** shall mean the agreement is to be executed between the Authority, and the Selected Bidder in relation to the Services to be undertaken by the Selected Bidder and includes recitals, schedules, and attachments thereto, that may be amended, supplemented, or modified in accordance with the provisions thereof.
3. **‘Agreement Period’** The Agreement period is for 1 (one) Years from the letter of Award or Signing of Contract whichever is earlier.
4. **‘Applicable Laws’** shall mean all laws, brought into force and effect by Gol and/or GoG, including any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, circulars, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders, and interpretations of any governmental authority, court or statutory or other body applicable for such transactions or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any governmental agency whether in effect as of the date of this RFP or thereafter and in each case as amended or modified, from time to time.
5. **‘Applicable Permits’** shall mean any consent, license, approval, registration, resolutions, corporate actions, sanctions, exemption, waiver, permit or no objection certificates, or other authorization of any nature which is required to be obtained or maintained by the Bidder under Applicable Laws during the subsistence of this RFP.
6. **‘Bid’** shall mean the meaning ascribed as that the bidder will be selected for the initial period of contract for 1 (one) years which can further extended based on authority’s mutual consent.
7. **‘Bidder’** shall mean a legal entity who has/ have responded to the Tender and submitted its Bid in response to the Tender.
8. **‘Bidding Process’** shall mean a single- stage, 2 (two) packet system i.e., by submission of a technical bid ("Technical Bid") and financial bid ("Financial Bid") separately (collectively referred to as "Bid") by the Bidders. The eligibility of a Bidder to submit a Bid shall depend upon the Bid being responsive in terms of this RFP and upon it meeting in entirety the minimum qualification criteria as laid down in this RFP.
9. **‘Bid Due Date’** shall mean the last date for submission of a Bid, as may be modified by the Authority in accordance with the terms of this RFP.



10. **‘Business Day’** shall mean such a day on which the offices of the GoG are open for work and business.
11. **‘Coercive Practice’** shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process and/or performance of the Services.
12. **‘Competent Authority’** shall mean Gol or GoG or governmental department, commission, board, body, bureau, agency, authority, instrumentality, or administrative body, central, state, or local, having jurisdiction over the Authority and the works or any part thereof or the performance of all or any of the Services, obligations, or covenants of Authority under or pursuant to this RFP or any portion thereof.
13. **‘Corrupt Practice’** shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Work Order or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted in this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Work Order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Services or the Work Order or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Services.
14. **‘EMD’** shall mean an amount mentioned in this RFP in the form of a Demand Draft.
15. **‘Financial Bid’** shall mean the meaning as ascribed as evaluation of bids will be based on Lowest (L1) Based Selection.
16. **‘Fraudulent Practice’** shall mean any act or omission, including misrepresentation of facts or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead, a person to influence the Bidding Process.
17. **‘GoG’** shall mean the Government of the State of Gujarat, its respective departments, or any other authorities, agencies, and instrumentalities functioning under the direction or control of the Government of Gujarat and its administrators, successors, and assigns.
18. **‘Gol’** shall mean the Government of India, its respective departments or any other authorities, agencies, and instrumentalities functioning under the direction or control of the Government of India.



19. **‘Work Order’** shall mean the Work Order to be issued to the Selected Bidder by the Authority, in accordance with the terms of this RFP.
20. **‘Agency’** shall mean the Selected Bidder with whom the Authority has executed the Agreement.
21. **‘Party’** shall mean an individually means the Bidder or the Authority as the context may admit or require.
22. **‘Person’** shall mean any individual, corporation, partnership firm, joint venture firm, trust, society, government or governmental authority or agency or any other legal entity.
23. **‘Restrictive Practice’** shall mean forming a cartel or arriving at any understanding or arrangement among Bidders or any other person, with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
24. **‘RFP’** shall mean this document, prepared, and issued by the Authority and includes all the annexures, appendices, schedules hereto and all supplements, corrigendum modifications, amendments, alterations, or clarifications hereto issued in accordance with the terms hereof.
25. **‘Services’** shall mean the scope of work performed by the Selected Bidder, in accordance with the terms of the RFP and the Agreement.
26. **‘Selected Bidder’** shall mean the Bidder who has been selected by the Authority and who is in receipt of the Work Order issued by the Authority, in accordance with the Evaluation Method, the terms of this RFP and/or such other additional terms as may be prescribed by the Authority and/or pursuant to Applicable Laws.
27. **‘Tax’** shall mean all forms of taxes whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, whether by Gol, Authority or Competent Authorities, and in respect of any Person and all penalties, charges, costs, and interest relating to it.
28. **‘Terms of Reference’ or ‘ToR’** shall mean the objectives, scope of work, activities, tasks performed, and respective responsibilities of the Authority, and the Selected Bidder, as set out in detail in this RFP.
29. **‘Undesirable Practice’** shall mean (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest in the selection of



Selected Bidder by the Authority or performance of the Services by the Selected Bidder.

5.2 General Conditions

5.2.1 By procuring this RFP, the Bidder shall have to make the following acknowledgements and representations:

- a)** The Bidder acknowledges that the Authority does not have any obligation to give such representation or warranty in relation to the Bidding Process and the Services and the Authority assumes no liability whatsoever in this respect.
- b)** The Bidder represents to the Authority that they have the necessary financial resources available for supporting the Bid and for undertaking and performing the Services.
- c)** The Bidder shall indemnify the Authority in the event of any claims or actions which may arise against the Authority, in relation to the bidder's submissions under the Bidding Process, this RFP or the Bid to the extent of billed value to the Authority.
- d)** The Bidder acknowledges that upon being selected as the Selected Bidder it shall undertake and perform the services in accordance with the terms and conditions set out under this RFP, the Work Order, the Agreement, and such other agreements as may be required by the Authority to be entered into upon by the Selected Bidder in connection with the Services.
- e)** The Bidder acknowledges that it shall fulfill all the terms and conditions of this RFP, Bidding Process, and the Bid (as submitted by it and as accepted by the Authority) shall be deemed as a qualified Bidder.
- f)** The Bidders represents that it follows the requirements under all the Applicable Laws.
- g)** The Bidder represents to the Authority that it has / they have obtained all requisite corporate permissions and regulatory approvals required for submission of the Bid and shall be required to submit the requisite supporting documents along with the Bid in this regard.
- h)** The Bidder acknowledges that the performance of the Services may be subject to statutory, regulatory, and contractual approvals and the Bidder shall, as and when required, submit the necessary applications, and obtain approvals and comply with any other requirement under the Applicable Laws. The Authority shall not in any way be responsible for any delay or rejection of such approvals or termination of any of the documents/ contracts.
- i)** The Bidder acknowledges that this offer to participate in the Bidding Process should be treated as strictly confidential, in accordance with the terms of this RFP.



- j) Each Bidder shall provide only a single Bid for the project.
- k) The Bidder should satisfy themselves that this RFP received by it is complete in all respects. If this RFP or any part thereof is erroneous or missing, the Bidder shall notify the Authority immediately at the email address ao@bmtu.ac.in
- l) The Bidder acknowledges and agrees that it has relied entirely on its own enquiries and diligence in preparing its Bid.
- m) In an event the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the Authority reserves the right to reject such Bid and/or cancel the Work Order (if issued) and/or terminate the Agreement and forfeit the EMD and/or Security Deposit as the casemay be. The Bidder shall be solely responsible for such disqualification based on its declaration under the Bid.
- n) By using this RFP (including submitting a Bid) or otherwise participating in this Bidding Process, the Bidder is deemed to accept all the terms and conditions of this RFP. The Authority may reject a Bid if the Bidder does not accept all the conditions in this RFP.
- o) A Bid submitted by a Bidder shall be final and binding on the Bidder but shall not be binding on the Authority.
- p) The Bid submitted by the Bidder shall be evaluated by the Authority based on the terms and conditions as set out under this RFP and the Authority shall, in its sole discretion, select the Selected Bidder.
- q) For the avoidance of doubt, the terms and conditions set out under this RFP shall be applicable to the Work Order to be issued by the Authority to the Selected Bidder.
- r) Strict adherence to the formats annexed as appendices in this RFP is required. Non-adherence to formats and/or submission of incomplete information may be grounds for declaring the Bid as 'non-responsive,' in the absolute discretion of the Authority. Each format must be duly signed and sealed by the Bidder.
- s) The Authority may, at any time before the Bid Due Date, for any reason whatsoever, without assigning any reason, amend, modify, or supplement this RFP by way of an amendment/ corrigendum. Such amendment/ modification/ supplementation shall be uploaded on the website and shall be binding on the Bidders.
- t) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject the Bid(s) or to annul the Bidding Process and reject the Bid(s), at any time, without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons for such actions.



- u)** If for any reason, the Bid submitted by the Bidder is rejected or cancelled for any reason whatsoever, the Authority may:

 - (i) consider the offer from the other Bidder, whose Bid is responsive and valid, including any deviations/amendments to the Bid, as may be acceptable to the Authority; or annul the Bidding Process; or
 - (ii) take any such measure as may be deemed fit at the sole discretion of the Authority.
 - (iii) The Authority shall have no obligation to undertake or continue the Bidding Process with the Selected Bidder and further shall have the discretionary right to engage in negotiations/ discussions with other Bidder(s).
- v)** All clarifications and interpretations circulated by the Authority shall be deemed to be part of this RFP. Verbal clarifications and information provided by the Authority, or their employees or representatives, shall not in any way or manner be binding on the Authority. However, the Bidder shall have undertaken an independent due diligence and appraisal for participation in the Bidding Process and shall not rely on the information provided by the Authority.
- w)** A Bid shall be reviewed by the Authority for compliance with the submission requirements set forth in this RFP.
- x)** The Bid should be unambiguous and should have clearly defined segments to facilitate the evaluation of the same by the Authority. The Bidder acknowledges that to allow the Authority to evaluate the Bid within the limited time available, the Bid needs to be all-encompassing, elaborate, and consistent.
- y)** The Bid submitted by a Bidder shall be scrutinized to establish responsiveness to the requirements laid down in this RFP. In addition to the events set out in the RFP, the following events or occurrences may cause the Bid to be considered as non-responsive, at the sole discretion of the Authority:

 - (i) the Bid that is incomplete, i.e., not submitted in the formats set out under this RFP or not accompanied with any of the applicable documents as specified by the Authority.
 - (ii) the Bid is not signed by an authorized signatory, authorized for submission of the Bid, and/or stamped in the manner indicated in this RFP.
 - (iii) any material inconsistency in the information/documents submitted by the Bidder.
 - (iv) the validity of the Bid is less than the Bid Validity Period.
 - (v) the Bid being conditional in nature.
 - (vi) the Bid is not received within the Bid Due Date, or such other deadline as may be permitted by the Authority, in its sole discretion; the Bidder has directly or indirectly participated in the Bidding Process as a standalone Bidder.
 - (vii) the existence of a conflict of interest as per provisions of this RFP.
 - (viii) the Bidder delaying the submission of additional information or clarifications sought by the Authority.
 - (ix) in the event any of the Bidder is currently undergoing any winding up



- / insolvency proceedings.
- (x) the Bidder makes any misrepresentation, or any misleading or inaccurate statement, or has omitted any material information in relation to the Bid the Bidding Process.
 - (xi) the Authority has determined that the Bidder has, directly or indirectly or through any other person engaged in Corrupt Practices, Fraudulent Practices, collusive or Coercive Practices; in such cases, the Authority may also decide to blacklist (for any period as may be determined by the Authority) the Bidder from participation in bidding for any other project of the Authority or the GoG or Gol.
- z)** The Bid submitted by the Bidder shall become the property of the Authority and the Authority shall have no obligation to return the same to the Bidder. However, the EMD and Security Deposit submitted by a Bidder shall be returned in accordance with and subject to the terms contained in this RFP.
- aa)** The decision of the Authority in relation to the contents and terms and conditions of this RFP and the Bidding Process shall be final and binding on the Bidders and the Bidders shall accept such decision of the Authority without any demur or protest.
- bb)** A Bidder should not be a constituent of another Bidder, or affiliate or group company of another Bidder (or any constituent thereof should not, receive or have received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its affiliate or group company (or any constituent thereof), or have provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its affiliate or group company (or any constituent thereof); or the Bidder should not have the same legal representative for purposes of the Bid as any other Bidder; or the Bidder, its affiliate or group company (or any other constituent thereof) should not have a relationship with another Bidder, its affiliate or group company thereof, directly or through common third-party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other. This restriction shall not be applicable to Bidders, their affiliates, or group companies that are central or state government public sector undertakings.
- cc)** The entire process of tendering can be cancelled / modified / altered /redefined without giving any prior notice or information by the management of the authority.
- dd)** The financial bid of the firm will not be opened if it does not meet eligibility criteria.
- ee)** Under this RFP, the selected bidder is not permitted to subcontract the scope of work partially or fully.
- ff)** The Service Provider shall indemnify and hold harmless the Authority and its representatives from any claims, damages, or costs arising from third-party actions, legal violations, negligence, defective services, or acts of its personnel.



This obligation, including compliance with statutory requirements, survives the contract's termination, with the Client reserving the right to offset related costs from payments due.

- gg)** The fees will be paid after submission of Audit Report and post approval from the Authority on Yearly Basis. No interim Payment shall be made to the bidder.
- hh)** In the interest of the assignment and interest of authority, management reserves the right to call for additional documents / information / data from the concerned forms applying for assignment.
- ii)** **The selected firm shall follow timings and provide services according to the timings and working days of Birsa Munda Tribal University (BMTU)**
- jj)** Under this RFP, the bidder does not require to deploy the manpower at the Rajpipla, however, Review Meeting shall be deemed part of scope of work under this RFP.
- kk)** All associated cost for travel, visit & meeting the authority in person at Rajpipla shall be borne by the Agency. Authority shall not reimburse any additional cost over and above the financial bid value.
- ll)** The decision of **BMTU** will be final and binding on all bidders for any interpretation in technical eligibility criteria / admissibility – inadmissibility of any document or experience for eligibility.

5.2.2 A Bid once submitted must be valid for a minimum period of **180 (one hundred eighty)** days from the Bid Due Date ("**Bid Validity Period**"). If the Bid Due Date is required to be extended by the Authority, the Bid Validity Period shall also be deemed to be extended by the Bidder.

5.2.3 The Authority reserves the right to conduct due diligence verifications on the Bidder at any stage of the Bidding Process. If the Authority requires any information, document, or other support from the Bidder, for the purposes of conducting any diligence, the Bidder shall provide the same at its own cost.

5.2.4 The Authority shall have the right and may blacklist the Bidders from participating in any future tenders issued by the Authority {including forfeiting of the EMD / Security deposit (as the case may be)} and inform other Government departments for the same upon the occurrence of the following events:

- (a)** If a bidder withdraws its Bid after its Technical Bid/Financial bid has been accepted by the Authority; or
- (b)** If a selected bidder fails to accept the work order; or
- (c)** If a selected bidder fails to execute the Agreement with the Authority; or
- (d)** If a selected bidder withdraws its bid on or before the end of contract period; or
- (e)** If a bidder conceals any material information or makes incorrect and misleading statements or misrepresents facts in its Bid, or
- (f)** If a bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice; or
- (g)** If a bidder tries to influence the Authority or any of its officials in relation



to the evaluation of the Bids.

5.3 Clarifications and Amendment of RFP Documents

- 5.3.1** Bidders may request clarification on any of the points contained in the RFP up to the number of days indicated in this RFP. Any request for clarification must be sent in writing by paper and e-mail to the Authority's address as indicated. The Authority will upload a response to all such requests received by it on GeM Portal.
- 5.3.2** Bidders may also request clarifications and/or appropriate modifications to the draft of the Agreement, including suggestions on the proposed methodology (workplan), staffing and any suggestions, which may be (in the opinion of the Bidder) required to be made to improve the scope of work to be performed by the Selected Bidder, at any time but prior to the pre-bid meeting, to be organized by the Authority, in accordance with the terms of the RFP.
- 5.3.3** Any clarification provided by the Authority may not be relied upon by the Bidder unless such clarification is provided in writing by the Authority.
- 5.3.4** The Authority reserve the right to not respond to any query or clarification or amendment / modification to the Agreement, sought by a Bidder or provide any clarification to the Bidder, at its sole discretion; no extension of time shall be granted to a Bidder with respect to the Bid Due Date based on not having received a response to clarifications sought from the Authority or its authorized representatives. Nothing in this paragraph shall be considered or read as compelling or requiring the Authority to respond to any query or to provide any clarification to the queries raised by a Bidder.
- 5.3.5** The Authority may, at its absolute discretion issue interpretations and clarifications and corrigendum to address the query or clarification or amendment/ modification to the Agreement, as sought by a Bidder. All clarifications and interpretations circulated by the Authority shall be deemed to be part of this RFP if provided in writing. Verbal clarifications and information provided by the Authority, or its employees or representatives shall not in any way or manner be binding on the Authority or be deemed to amend/ supplement this RFP.
- 5.3.6** At any time before the submission of the Bids, the Authority may for any reason, whether at its initiative or in response to a clarification requested by a Bidder, modify the RFP by amendment. Any such amendment shall be issued in writing through corrigenda. Corrigenda shall be uploaded on the website mentioned above and shall be binding on all Bidders.
- 5.3.7** During the evaluation of Bids, the Authority may, at its discretion, request a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing; the Bidder shall be required to reply to the clarification within a period as specified by the Authority.
- 5.3.8** The Authority also decide to conduct the pre-bid meeting on a virtual platform as well as physical, details of the online meeting link has been shared in this RFP (Refer Data Sheet)



5.3.9 A maximum of 2 (two) representatives of each Bidder shall be allowed to participate physically in such pre-bid meeting, on the production of authority letter from the Bidder.

5.3.10 The Authority at its absolute discretion shall prepare a response to the queries so raised and upload the same as a corrigendum/ addendum on the above- mentioned website. The Bidders are advised to keep checking the same from time to time.

5.4 Preparation and Submission of Bid

The Bids shall be submitted latest by the Bid Due Date. The Bidders are required to submit the Bid in 3 (three) parts, viz.:

- (a) Part 1:** EMD and Affidavit
- (b) Part 2:** Technical Bid. (Online and hard Copy)
- (c) Part 3:** Financial Bid (Online only)

Bids shall be accepted by the Authority only during office hours on Business Days, up to the Bid Due Date. It is further clarified that the Authority shall have the sole discretion to reject and return Bids which are received by the Authority after the Bid Due Date.

5.4.1 Part 1: Earnest Money Deposit:

(a) Earnest Money Deposit (EMD): A Bidder is required to submit earnest money deposit amounting to **Rs 2,250/- (Rupees Two Thousand Two Hundred Fifty Only)** via account payee Demand Draft drawn in favor of **“Registrar, Birsa Munda Tribal University” payable at Rajpipla** of any scheduled bank enlisted in latest GR of Finance Department, Gujarat in this regard. The EMD of the unsuccessful bidders shall be returned by the Authority preferably within 30 days from the date of signing of the contract agreement with the Successful Bidder. The EMD of the successful bidder shall be returned upon submission of the Security Deposit. It is hereby clarified that non-submission of the EMD by a Bidder, along with the submission of the Bid, shall lead to the rendering of that Bid as non-responsive, and accordingly, the Authority shall have the right to reject such Bid. The Authority shall be entitled to forfeit the EMD of the relevant Bidder, in the event, inter alia:

- (i) the Bidder fails to extend the validity of the EMD as may be required by the Authority; or
- (ii) a Bidder withdraws from the Bidding Process (having submitted the Bid) at any time after the Bid Due Date; or
- (iii) the Bidder is found to have made a false or misleading representation or statement in the Bid or under any document prepared, submitted and/or executed by the Bidder in relation to the same; or
- (iv) the Bidder is found to be ineligible to submit the Bid under the terms of this RFP or as per Applicable Laws; or
- (v) the Bidder (being a Selected Bidder) fails to perform its obligations within timelines as prescribed in this RFP or timelines as may have been agreed



- between the Authority and such Bidder; or
- (vi) any other non-compliance with the terms and provisions of the Bidding Process or the Bid submitted by the Bidder.
- (vii) Under this RFP, the MSME exemption shall apply only to the EMD fees, with no other exemptions permitted. Bidders seeking MSME exemption for the purpose of EMD must provide valid supporting documentation, including the appropriate category of exemption and Valid Registration certificate.**

Note: Bidder to ensure that the purchaser of the DD towards the Earnest Money Deposit should be the Bidder only. DDs purchased under the hand / in the name of any purchaser other than the Bidder may render the bid non-responsive.

5.4.2 Part 2: Technical Bid - (To be submitted in physical copy)

- (a)** The Technical Bid must provide the requisite information, as specified in the below-mentioned formats (being annexed in this RFP) **(As Applicable):**

Form 1:	Format for Technical Bid Submission Cover Letter
Form 2:	Format for General Information
Form 3:	Format for Power of Attorney for Authorized Representative
Form 4:	Format for Financial Summary and Capacity
Form 5:	Format for Letter of Declaration
Form 6:	Format for Obtaining Experience Certificate / Completion Certificate
Form 7:	Format for showcasing Experience

- (b)** The Technical Bid shall be submitted in a bound format, with a cover letter and index page. A scanned copy of the Technical Bid (including all documentary evidence, presentation etc.) shall be submitted in a pen drive along with the physical copy of the Technical Bid.
- (c)** The Technical Bid Must **Not** include any financial information with respect to the Bid.

5.4.3 Part 3: Financial Bid (to be strictly submitted through online only)

The Financial Bid shall be submitted by the Bidders in the format specified in **Annexure 1 (Financial Bid Submission Form) online on GeM Portal**

- (a)** The responsive bids shall be evaluated based on Lowest (L1) Based Selection.

Note: The cost should be inclusive of all the taxes (including GST), duties, fees, levies, and other charges imposed under the Applicable Law on the Bidder and its personnel.

- (b)** It is expected that Bidders shall determine all the costs appropriately and shall take necessary care in allocating budgets adequately to major components of the study.



5.5 Submission, Receipt, and Opening of Bids

5.5.1 Language

- (a) The Bid and all related correspondence and supporting documents in relation to the Bidding Process shall be in the **English language** only.
- (b) If the supporting documents and printed literature furnished with the Bid are in a language other than English, official translated documents shall be provided and should be duly authenticated and certified by the respective Bidder. Supporting documents and printed literature submitted with the Bid, which are not translated into English, may not be considered, for the purpose of interpretation and evaluation of the Bid.
- (c) The Bidder is required to submit information in accordance with this RFP. The Bidder should provide the information sought herein, to satisfactorily establish its competence and ability to undertake the Services, to the satisfaction of the Authority.

5.5.2 Sealing and Marking of Bids

- (a) The Bid shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initialed by the person who signs the Bid.
- (b) The Bid, along with its relevant enclosures should be bound, paginated, with an index of submission on the first page. Unbounded submissions are liable to be treated as non-responsive.
- (c) An authorized representative of the Bidder shall initial all pages of the Bid. The representative's authorization shall be in the form of a notarized power of attorney accompanying the Bid, or in any other form demonstrating that the representative has been duly authorized by the Bidder to sign the Bid, on behalf of the Bidder.
- (d) The signed Technical Bid shall be submitted along with a scanned copy of the complete set of Technical Bid (including all Forms and annexures) in a Pen Drive. The EMD and Affidavit must be in one Envelope (Cover-1) and Technical Bid (along with the pen drive) must be in another envelope (Cover-2). The envelope (Cover - 2) must be clearly marked on top as "Technical Bid".
- (e) The two separate envelopes containing the EMD in one envelope and Technical Bid along with Pen Drive in the other should be placed in one cover envelope which shall be clearly marked with the following transcript:



"Private and Confidential"

**“Request for Proposal (RFP)
For Appointment of Statutory Auditor for Statue of Unity and Related
Entities.”**

**To, Finance and Account Officer
Birsa Munda Tribal University, Vocational Training Center(V.T.C.), Near
RTO Narmada, Vavdi Road, Vavdi, Rajpipla , Narmada-393145, Gujarat,
India**

All envelopes used by the Bidder for the purpose of any submission and communication should be adequately sealed to prevent any interference/tampering while in transit. The Authority shall assume no responsibility for the delay in submission of the Bid or misplacement or premature disclosure of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

- (f) **Financial Bid is required to be submitted online on GeM Portal only.**

5.5.3 Opening of Technical Bids

After the Bid Due Date, the envelope containing the Technical Bid shall be opened on the date and time indicated in this RFP.

5.6 Bid Evaluation

The evaluation of the Bids shall constitute of the following stages:

5.6.1 Stage 1: Test of Responsiveness

Prior to the evaluation of the documents contained in the envelope containing the Technical Bid envelope, the Authority shall determine whether such Bid is 'responsive' to the requirements set out in this RFP. A Bid shall be considered responsive only if the Bid:

- (i) Is received by the respective due dates including any extensions thereof.
- (ii) contains the EMD in accordance with the terms of this RFP.
- (iii) does not contain any condition or qualifications and is not non- responsive in terms of the RFP.

Responsive Bids, fulfilling the criteria as given above, shall be evaluated as per Stage 2 given below.

Note: Bidders must take utmost care that the submission made by them shall also adhere to the following:

- (i) is received in the formats prescribed in this RFP.
- (ii) is signed, sealed, bound together, and marked as per the requirements mentioned in the RFP.
- (iii) contains all information as per the formats specified in the RFP.
- (iv) contains all necessary documentary proof as specified in the checklist mentioned in RFP.



5.6.2 Stage 2: Pre-qualification Criteria / Technical Eligibility Criteria

A Bidder shall be eligible to participate in the Bidding Process only upon compliance and fulfillment of the below-mentioned criteria.

Pre-qualification / Technical Eligibility Criteria	
1.	<p><u>Criteria (Period of Existence):</u> The firm / LLP should have been registered for a period of at least 5 years as on bid due date.</p> <p><u>Proof to be enclosed / Documents Required:</u> Self-certified copy of Constitution of firm issued by relevant Authority as on bid due date.</p> <p>For example: 1) PAN card of firm / LLP as on bid due date OR Firm card.</p>
2.	<p><u>Criteria (Income Threshold):</u> The Firm / LLP must have average annual average turnover from providing accounting, and auditing services of more than Rs. 15 Lakhs for the last three financial years ended 31.03.2024.</p> <p>AND</p> <p>Positive Net Worth of the firm as on 31 March 2024.</p> <p><u>Proof to be enclosed / Documents Required:</u> For 3 years i.e., FY 2021-22, 2022-23 and 2023-24 submit the below documents.</p> <ol style="list-style-type: none"> 1. Certificate from Statutory Auditor on their letter head in form 4 attached. 2. Net worth Certificate
3.	<p><u>Criteria (Partners):</u> A) The Firm / LLP should have at least 3 (three) Chartered Accountants out of which at least 2 (two) Chartered Accountants should be compulsory partners. If Chartered Accountant is an employee of the firm / LLP, then that Chartered Accountant must be associated with the firm / LLP for a minimum period of one year as on bid due date.</p> <p><u>Proof to be enclosed / Documents Required:</u> 1. Self-certified copy of latest registered partnership deed. 2. Latest Firm card Issued by ICAI.</p>
4.	<p><u>Criteria (Work Experience):</u> The Firm / LLP must have done at least one assignment of statutory audit, pre audit, internal audit, concurrent audit experience for government bodies, institutions, or organizations within the last three (3) years, in accordance with government resolution no. JNV-10-2018-1143-A dated 16.09.2019 of Finance Department.</p> <p><u>Proof to be enclosed / Documents Required:</u> a) Contract copy/Work Order.</p>



	b) Execution/Completion certificate by client
5.	<p><u>Criteria (Statutory Requirements):</u></p> <p>A) The firm / LLP must have valid GST Registration AND B) PAN Registration AND C) Firm Registration Card AND D) CAG Empanelment. AND E) Peer Review Certificate</p> <p><u>Proof to be enclosed / Documents Required:</u></p> <ol style="list-style-type: none"> 1. Copy of GST registration certificate. 2. Copy of PAN Card, and 3. Copy of Firm card issued by ICAI. 4. Copy of CAG empanelment proof. 5. Copy of peer review certificate.
6.	<p><u>Criteria (Location):</u></p> <p>A. The Firm / LLP Registered head office should be located in Gujarat.</p> <p style="text-align: center;">OR</p> <p>B. The Firm / LLP must have at least TWO fully functional and independent branch office situated in Gujarat since last three years as on bid due date.</p> <p><u>Proof to be enclosed / Documents Required:</u></p> <p>A. Copy of Two proofs, preferably government issued, which confirm location of registered head office in Gujarat.</p> <p>B. Copy of Two proofs of each branch, preferably government issued, which confirm location of fully functional and independent branch office in Gujarat since last five years (as on 01.01.2025).</p>
7.	<p><u>Criteria:</u></p> <p>The bidder should not be providing services of pre audit, bookkeeping or statutory audit to the authority for all relevant periods.</p> <p><u>Proof to be enclosed / Documents Required:</u></p> <p>Declaration on letter head</p>
8.	<p><u>Criteria:</u></p> <p>The bidder should be peer reviewed certified firm.</p> <p><u>Proof to be enclosed / Documents Required:</u></p> <p>Latest Peer Reviewed Certificate</p>
9.	<p><u>Criteria:</u></p> <p>The bidder should be not blacklisted / debarred from any government or private entities in the past.</p> <p><u>Proof to be enclosed / Documents Required:</u></p>



	Affidavit duly signed by the firm as per Form 8 on non-judicial stamp paper of Rs. 300/- duly Notarized and declaration as per Form 5 on the letter head of the firm. The firms blacklisted from any Govt. / Semi Govt. Organizations; PSUs will be disqualified.
10.	Earnest Money Deposit of Rs 2,250/- (Rupees Two Thousand Two Hundred Fifty Only) via account payee Demand Draft drawn in favor of “ Registrar, Birsa Munda Tribal University ” payable at Rajpipla of any scheduled bank enlisted in latest GR of Finance Department, Gujarat in this regard. <u>Proof to be enclosed / Documents Required:</u> EMD as above.
11.	Firms / LLPs who are applying for the said assignments has to attach the proof in support of various eligibility criteria as stated above. All the documents such attached has to be duly signed by authorized representative of the firm / LLP along with seal of the firm / LLP.

Note:

1. For all the submitted projects, documentary evidence to substantiate the scope of work, successful completion, horizon period, project fee, multi-sectoral approach and any other aspect for which marks are being sought in the form of Work Order, Agreement, Completion Certificate from the Client side is mandatory.
2. The decision of the Authority towards adjudging eligible projects shall be final and binding on the bidders.
3. Bidders are instructed to read each requirement of qualification very carefully and submit adequate, appropriate, and certified information. Documents without adequate and appropriate information shall not be considered. No communication shall be made or paid attention to at a later stage.

5.6.3 Stage 3: Technical Bid Evaluation

Bidders who successfully fulfill all the pre-qualification criteria outlined in this Request for Proposal (RFP) shall be deemed eligible to proceed to the financial bid opening stage. Only those bidders who meet these criteria in full will be considered for further evaluation in the financial bidding process.

5.6.4 Financial Bid Evaluation:

- i. After the evaluation of the pre-qualification bid is complete, the Authority will notify, before the date of financial bid opening, those Bidders whose Bids were considered responsive and who have qualified in the technical bid. **All the bidders found compliant will be considered responsive for financial bid Evaluation. The Cost Calculations shall be considered on One Year Cost as per Financial Bid Format.**
- ii. It is expected that Bidders shall determine all the costs appropriately and shall take necessary care in allocating budgets adequately to major components of the study.
- iii. The Evaluation Committee shall consider the price quote, and the Technically Eligible Bidder based on Lowest (L1) Based Selection.



5.7 Right of Acceptance

- 5.7.1 The Authority reserve all rights to reject any Bid including those Bidders who fail to comply with the instructions of the Authority, without assigning any reason whatsoever and does not bind itself to accept the highest/ lowest or any specific Bid. The decision of the Authority regard shall be final and binding on all Bidders.
- 5.7.2 Any failure on the part of a Bidder to observe the prescribed procedure and any attempt to canvass for the Bid shall render such Bidder's Bid as liable for rejection.

5.8 Notification of Award by Issuance of "Work Order"

- 5.8.1 The Authority shall issue a Work Order in duplicate in favor of the Selected Bidder, who will return one copy to the Authority, duly acknowledged, accepted, and signed by the authorized signatory of such Selected Bidder, within 7 (seven) days from the date of issuance.
- 5.8.2 The Selected Bidder with whom the Agreement is to be executed by the Authority shall be required to commence the Services within **30 (thirty) days** of issuance of the Work Order, following the signing of the Agreement and co-ordinate with the Authority to understand the Scope of Work complete the Handover / Takeover process to ensure smooth transition as per the scope of work.

5.9 Selection of Bidder for the assignment:

All the firms / LLP of meeting with the minimum eligibility criteria as evidenced by the proof mentioned against each point will be considered as qualified one. Price bids of all such technically qualified firms / LLPs will be opened and considered for evaluation. In other words, proposals of the firms not meeting with any of the criteria outlined in clause 5.6 of this tender document will be rejected forthwith and will not be considered for further process of evaluation. The Evaluation Committee shall consider the price quote, and the Technically Eligible Bidder based on **Lowest Financial Quote (L1)** Based Selection. In the event of a '**Tie Bidder**' scenario where two or more qualified bidders submit identical financial quotes, the GeM portal will determine the L1 bidder based on its established procedures. The Authority has no control over the decisions made by the online marketplace portal and holds no responsibility for its outcomes.

5.10 Security Deposit

The successful bidder will be required to submit the Security Deposit @ 5% of the contract value per year as per Work Order issued to the selected bidder by way of unconditional and irrevocable Bank Guarantee or Fixed Deposit for a period of 6 (Six) months beyond the period of the contract (i.e. 30 months) in favor of "**Registrar, Birsa Munda Tribal University**" payable at **Rajpipla** of any scheduled bank enlisted in latest GR of Finance Department, Gujarat in this regard within 15 days from the date of issue of Work Order, failing which a penalty of Rs 1000/- per day will be imposed till the date of continuation of the delay.

5.11 Period of Contract

The contract period is for One (1) years, starting from the date of the Letter of Award



or the signing of the contract, whichever occurs first. It may be further extended by mutual agreement for up to two additional years, in increments of one year at a time.

5.12 Confidentiality & Penalty

- 5.12.1 The firm or its partners and the personnel or either of them shall not, disclose or pass on to any others, the proprietary or confidential information relating to the projects, the services, this contract, or the authority's business or operations without prior written consent of the Management.
- 5.12.2 The Bidder shall be allowed to retain sufficient documentation as part of its professional records to support and evidence the work performed by it. Such retention shall be subject to obligations of confidentiality mentioned in the RFP. The firm shall not use reports and documents for purpose unrelated to this contract without prior written approval of the authority.
- 5.12.3 The firm has to undertake that all knowledge and information not within the public domain which may be acquired during the execution of the assignment shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly disclosed to any person whatsoever, except with the prior written permission from the Appointing Authority.
- 5.12.4 If the firm or the partner there of is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties or non-performance of duties as per scope, using or giving the details gathered during the assignment to other parties without permission of the Authority, non-observation of instructions given by the Authority, unauthorized retention of records of the Authority, violating the terms and conditions of this assignment, unauthorized changes in the records of the Authority, indulging in mala-fide practices or any other cognizable offence or breach, firm will be punishable with any or all of the following consequences:-
- i. Removal from the assignment with immediate effect/ from the date specified.
 - ii. Removal from any other assignment with immediate effect / from the date specified / given by the Authority.
 - iii. Deduction of percentage of fees as may be determined by the management or recoverable from any due payments / bank guarantee.
 - iv. Ban from accepting the future assignment of the Authority for the period specified.
 - v. Any other action deemed appropriate by the management. The decision / interpretation in all/any terms and conditions enumerated above and agreed upon by the firm shall be final and binding on firm without demure and any further recourse to any litigation/arbitration.
 - vi. If firm / LLP leaves during the tenure of assignment without any proper procedure or prior intimation, Bank guarantee and outstanding fees may be forfeited. The decision of authority is final in case of additional penalty.

5.12.5 For any other non-compliance, lump sum penalty as decided by authority.

5.13 Settlement of Disputes

- 5.13.1 The decision of the Authority in selection of the firm will be final.
- 5.13.2 Any dispute w.r.t assignment will be resolved by the Finance and Account Officer, BMTU. The consultant is dissatisfied with the decision of the said Officer, Registrar/Vice-Chancellor may be approached, and the decision of the



Registrar/Vice-Chancellor will be final and binding one.

- 5.13.3 For the purpose of the present work contract as well as for any matter arising there under or connected therewith, the Court at Narmada (Rajpipla), Gujarat alone shall have jurisdiction.
- 5.13.4 All disputes arising between the parties shall be settled amicably through Arbitration as per the Arbitration and Conciliation Act, 1996 and the Arbitrator to be mutually appointed by the parties.

5.14 Corrupt Practices

- 5.14.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and after the issue of the Work Order and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the Work Order or the Agreement, the Authority may reject a Bid, withdraw the Work Order, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD and /or Security Deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Agreement, or otherwise.
- 5.14.2 Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the Work Order or the Agreement, or otherwise if a Bidders found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the Bidding Process, or after the issue of the Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender issued by the Authority during a period of 1 (one) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as the case may be.

5.15 Right of Rejection

Authority reserves the right to reject any or all Bids, to waive any informality in such Bids, to request new Bids, to revise the RFP prior to, and including, but not limited to, proceed to do the work otherwise, withdraw this RFP, not award the work, or not award a portion of work at any time. The receipt of Bids shall not in any way, obligate the Authority to enter into an agreement of any kind with the Bidder.

5.16 Termination

The Contract Agreement may be terminated by the Authority if:

- a. in case of breach of any of the terms and conditions of the RFP document and the contract agreement by the selected bidder, the Authority shall have the right to terminate the contract agreement with immediate effect without assigning any reason thereof or by providing one month notice (in written) to the selected bidder, and

Request for Proposal (RFP)
For Appointment of Statutory Auditor for Birsa Munda Tribal University



nothing shall be payable by the authority and in that event the EMD or Security deposit submitted shall be forfeited.

- b. the selected bidder goes bankrupt and becomes insolvent.
- c. If a qualified bidder / selected bidder wants to withdraw its bid at any stage during the evaluation process or the contract duration (as the case may be) the qualified bidder / selected bidder must give 90 days' advance notice in written to the Authority. In such case the EMD or Security deposit submitted by the selected bidder shall be forfeited.



6. Terms of Reference (Scope of work)

The appointed Statutory Auditor shall be responsible for conducting a comprehensive audit of the financial statements and accounts of the **Birsa Munda Tribal University** (the "Authority") for the financial year 2024-2025. The scope of work shall include, but not be limited to, the following:

Scope of Work and Key Deliverables	
1.	<p>Statutory Audit Compliance for the Authority and Its Entities</p> <p>The statutory audit of the authority shall be conducted in accordance with the Standards on Auditing prescribed by the Institute of Chartered Accountants of India (ICAI) and the guidelines issued by the Government of India and the Government of Gujarat, as applicable from time to time.</p>
2.	<p>Issuance of Independent Auditor's Report and Grant Utilization Certificate in Due Format</p> <p>The Independent Auditor's Report and Grant Utilization Certificate shall be issued in accordance with the prevailing guidelines after the finalization and audit of the authority's books of accounts.</p>
3.	<p>Filing of Income Tax</p> <p>The Income Tax Return (ITR) shall be filed in compliance with the Income Tax Act, 1961, after duly preparing the computation of income statements and related documents.</p>
4.	<p>Payment Teams</p> <ol style="list-style-type: none"> 1. The payment for statutory audit services shall be made as a one-time payment upon the successful completion of the audit and submission of the final statutory audit report along with all required deliverables. 2. Payment will be processed only after the approval of the final audit report, ensuring compliance with all statutory requirements. 3. No interim payments shall be made, and the entire agreed-upon amount shall be disbursed after the final submission and acceptance of the audit. 4. All associated cost related to travel, site visit, meeting authority in person at Rajpipla shall be borne by the Agency. Authority shall not reimburse any additional cost over and above the Financial Bid Value.



7. Technical Bid

Technical Bids must be accompanied with the following documents
(As Applicable):

Sr. No.	Enclosures to the Technical Bid	Status Submitted / Not Submitted	Page Number
1.	Form 1: Technical Bid Submission Cover Letter		
2.	Form 2: Format for General Information (To be submitted on the letter head of the bidder's)		
3.	Form 3A: Format for Power of Attorney (POA) for Authorized Representative (On Non-Judicial Stamp Paper of Rs 300/-)		
4.	Form 3B: Format for Power of Attorney (POA) for Authorized Signatory on behalf of Members of Consortium (applicable only in case the Bidder being a Consortium)		
5.	Form 4: Format for Financial Summary of the bidder.		
6.	Form 5: Format for Declaration		
7.	Form 6: Format for obtaining Experience Certificate/ Completion Certificate		
8.	Form 7: Format for showcasing Experience		
9.	Form 8: Format for Affidavit (On Non-Judicial Stamp Paper of Rs 300/-)		
10.	Form 9: Format for consortium Agreement (On Non-Judicial Stamp Paper of Rs 300/-)		
11.	Form 10: Format for Bank Guarantee / Security Deposit		
12.	Scanned copy of Technical Bid in Pen drive		



Form 1: Technical Bid Submission Cover Letter

(To be furnished by the Bidder on its letterhead)

Date: _____

**To, Finance and Account Officer
Birsa Munda Tribal University, Vocational Training Center (V.T.C.), Near
RTO Narmada, Vavdi Road, Vavdi, Rajpipla, Narmada-393145, Gujarat, India**

**Sub: Submission of Bid for “Request for Proposal (RFP) For Appointment
of Statutory Auditor for Birsa Munda Tribal University**

Sir,

In response to the Request for Proposal (RFP) for the “**Request for Proposal (RFP) For Appointment of Statutory Auditor for Birsa Munda Tribal University**” going through all the information and terms and Conditions given in the Tender document including addendums, we are submitting our Bid as under.

1. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made, and the information provided herein are complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Bid Due Date.
2. We acknowledge that the Office of Registrar/Vice-Chancellor will be relying on the information provided in this Bid and the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in the Annexures are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.
3. All the required documents as per the format provided in the RFP, duly signed, are enclosed.
4. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Office of Registrar/Vice-Chancellor in connection with the selection of Bidders, or in connection with the Bidding Process itself.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we nor our affiliates or associates have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitrator judicial authority or a judicial



pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/we agree and undertake to abide by all the terms and conditions of the RFP.
8. We also understand that:
 - (a) Office of REGISTRAR/VICE CHANCELLOR is not bound to accept the Bid of any Bidder, either in part or in full. If the Office of REGISTRAR/VICE CHANCELLOR rejects any Bid or does not shortlist any Bidder, it may do so without assigning any reasons thereof.
 - (b) Office of REGISTRAR/VICE CHANCELLOR has the right to change or alter the details of the Services or scope of work.
 - (c) Office of REGISTRAR/VICE CHANCELLOR reserves the right, in its absolute discretion, at any stage without prior notice and without giving any reasons, to terminate further participation in the Bidding process by any party, change the structure, procedures, and timing of the Bidding process, alter the terms of participation in the Bidding process at any stage of the Bid process and to suspend or terminate the Bid process.
 - (d) Authority may seek any additional information it may find necessary or require to be supplemented for authenticating the information provided as part of our Bid.
9. I/We hereby confirm that we will provide the required persons available as per the terms and condition of RFP.
10. In the event of my / our being declared as the Selected Bidder, I/We shall provide the services as per the terms and condition of RFP.
11. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into the Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
12. If negotiations are held during the period of the Bidding Process, we undertake to negotiate. Our Bid is binding upon us and subject to the modifications resulting from negotiations.
13. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the RFP.

We understand you are not bound to accept any Bid you receive.
Yours Sincerely,

Authorized Signature (in Full and Initials)

Name and Title of Signatory:

Name of Firm:

Address:

Note: Strike out which is not applicable



Form 2: Format for General Information
(To be submitted on the letter head of the bidder's)

Sr No	Particulars	Details																					
1	Name of Firm																						
2	Year of Establishment																						
3	Firm Registration Number With ICAI																						
4	Constitution (Firm / LLP)																						
5	Office Address																						
6	Contact Number																						
7	Email																						
8	Details of Partners	Separate table containing 1. Name, 2. Membership Number, 3. Year of Registration with ICAI.																					
9	Details of Staff	Separate table containing number of staff including Chartered accountants and other staff with supporting documents to full fill eligibility criteria																					
10	Firm Income Tax PAN No	Number as well as document separately attached																					
11	Firm GST Number (Both)	Number as well as document separately attached																					
12	Empanelment No with C & AG	Number as well as document separately attached																					
13	Experience (as per Eligibility Criteria form 7 of this RFP)	Separate Table as below or as per form 7																					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.no</th> <th style="width: 15%;">Name of the Project</th> <th style="width: 20%;">Name of the Organization along with address</th> <th style="width: 15%;">Year of Assignment</th> <th style="width: 15%;">Date of Allotment</th> <th style="width: 15%;">Project Fee (Annually) (exclusive of taxes) in INR</th> <th style="width: 15%;">Date of Completion</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sr.no	Name of the Project	Name of the Organization along with address	Year of Assignment	Date of Allotment	Project Fee (Annually) (exclusive of taxes) in INR	Date of Completion	1.							2.							
Sr.no	Name of the Project	Name of the Organization along with address	Year of Assignment	Date of Allotment	Project Fee (Annually) (exclusive of taxes) in INR	Date of Completion																	
1.																							
2.																							
<p>Note: Submit separately work order / order of allotment as well as document supporting completion of assignment.</p>																							



Form 3A: Format for Power of Attorney (POA) for Authorized Representative
(On Non-Judicial Stamp Paper of Rs 300/-)

Know all men by these presents, We, **[name of organization and address of the registered office]** do hereby constitute, nominate, appoint and authorize Mr. / Ms. **[name]**, son/ daughter/ wife of **[name]**, and presently residing at **[address]**, who is presently employed with/ retained by us and holding the position of **[designation]** as our true and lawful attorney (hereinafter referred to as the “**Authorized Representative**”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for and “**Request for Proposal (RFP) For Appointment of Statutory Auditor for BMTU.**” by the **Authority** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all Agreement and undertakings consequent to acceptance of our bid and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and / or upon award thereof to us until the entering into of the Consultancy Agreement with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in the exercise of the powers conferred by this Power of Attorney and that all acts, and deeds and things done by our said Authorized Representative in the exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, **[name of organization]**, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS **[date in words]** DAY OF **[month]** **[year in “YYYY” format]**.

For

[name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. **[Signature, name, and address of witness]**

2. **[Signature, name, and address of witness]**

Accepted

[Signature]

[Name]

[Designation]

[Address]

Request for Proposal (RFP)
For Appointment of Statutory Auditor for Birsa Munda Tribal University



**Form 3B: Format for Power of Attorney (POA) for Authorized Signatory on behalf of
Members of Consortium**

(applicable only in case the Bidder being a Consortium)

Not Applicable for this RFP

Request for Proposal (RFP)
For Appointment of Statutory Auditor for Birsa Munda Tribal University



Form 4: Format for Financial Summary of the Bidder
(Same should be furnished by the Statutory Auditor on their letter head)

Average Annual Turnover from providing accounting services and auditing services of the Bidder

S. No	Financial Year	Average Annual Turnover (INR)
1.	2021-22	
2.	2022-23	
3.	2023-24	
	[Average for 3 (three) years]	[indicate sum of above divided by 3]
	Net Worth as on 31 March 2024	

UDIN No: _____

Certificate from the Statutory Auditor

This is to certify that *[name of Bidder]* *[registered address]* has received the payments shown above against the respective years.

Name of Authorized Signatory Designation

Name of Bidding firm

Signature of Authorized Signatory

Seal of Audit firm

Note:

1. The Bidder shall submit Profit, and loss statement and ITR) in support of the financial data duly certified by statutory auditor/s.



Form 5: Format for Declaration

(Same should be furnished by the bidder on their letterhead)

This is to certify that I _____ undersigned fully authorized by (Name of Firm/LLP) to submit this tender document **"Request for Proposal (RFP) For Appointment of Statutory Auditor for Birsa Munda Tribal University (the "Authority")"**

This is further certified and / or confirm that,

- A.** All the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document (s) / information is false, fraudulent, or forged or fabricated.
- B.** The price quoted by us is without any condition and deviation.
- C.** We are not under any "liquidation, any "court receivership' or similar proceedings and "bankruptcy."
- D.** Our firm / LLP / any of its partners are not debarred / disqualified / penalized by any government organization, department, board, corporation, tribunal, court of law or any other organization / undertaking or any regulatory bodies like RBI, ICAI, SEBI, NCLT, or National Financial Reporting Agency, RERA, or any court etc.
- E.** In case of any adverse / disciplinary action is initiated during the procedure for appointment of Firm/LLP for this assignment and after appointment (If selected), the organization can terminate the appointment without assigning reasons thereof.
- F.** The firm / LLP is not issued with any order of disqualification, debarment or termination by any government organization, department, board, corporation, tribunal, court of law or any other organization / undertaking or any regulatory bodies like RBI, ICAI, SEBI, NCLT, RERA or National Financial Reporting Agency or any court etc. for which proceedings are ongoing.
- G.** All the information given in tender document submitted by us is correct.
- H.** 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 stand disqualified.
- I.** We have read entire tender document and agree to carry out scope of work mentioned in document and all terms and conditions mentioned will be acceptable to us.
- J.** Tender document shall be deemed to form part of our bid and in the event of award of work to us the same shall be considered for constitution of Agreement. Further, we shall sign and stamp each page of the tender document as a token of acceptance and as a part of the contract in the event of award of contract to us.

Request for Proposal (RFP)
For Appointment of Statutory Auditor for Birsa Munda Tribal University



- K.** We hereby confirm that we have not been blacklisted by any Government/ Semi Government, PSU, any other Department, Organization, Corporation, or any other entity in India.

Date:

Sign of Authorized Partner

Place:

(With Firm Name, Seal & Stamp)



Form 6: Format for obtaining Experience Certificate/ Completion Certificate.
[To be issued on the letter head of organization]

Not Applicable for this RFP



Form 7: Format for Showcasing Experience

Project Summary Sheet:

Sr.no	Name of the Project	Name of the Organization along with address	Year of Assignment	Date of Allotment	Project Fee (Annually) (exclusive of taxes) in INR	Date of Completion
1.						
2.						
3.						
4.						

Note: Add rows as required

Date: -

(Signature of Authorized Person)

Place: -



Form 8: Format for Affidavit
(On Non-Judicial Stamp Paper of Rs 300/-)

To, Finance and Account Officer

**Birsa Munda Tribal University,
Vocational Training Center (V.T.C.),
Near RTO Narmada,
Vavdi Road, Vavdi, Rajpipla,
Narmada-393145,
Gujarat,
India**

Sub: Submission of Bid for “Request for Proposal (RFP) For Appointment of Birsa Munda Tribal University (the "Authority")

I _____ Aged ____ having permanent residence at _____ solemnly affirm that I as the _____ (Post of the Signing Authority) of the _____ (Name of the Bidder) and the person duly authorized to submit the bid state that the information and documents submitted by me in the Technical Bid are true and correct and complete to the best of my knowledge and I shall be responsible in law for any mis-representation and wrong information.

Solemnly affirmed on this _____ day of 2025

Yours Faithfully,

(Signature of Authorized Signatory)
(Name, Title, Address, Date)



Form 9: Format for consortium Agreement
(In case the Bidder being a Consortium)
(On Non-Judicial Stamp Paper of a value of Rs. 300/-)

Not Applicable for This RFP



**Form 10: Format for Bank Guarantee/Security Deposit
(On Requisite Stamp Paper)**

This Deed of Grantee is made on ____ Day of ____, YYYY at ____ by this ____ Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at ____ and inter alia an operational Branch Office at ____, Rajpipla (hereinafter referred to as "**the Bank**" or "the Guarantor", which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favor Registrar, Birsa Munda Tribal University, Rajpipla which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, BMTU has undertaken the process of competitive bidding for "**Request for Proposal (RFP) For Appointment of Statutory Auditor for Birsa Munda Tribal University**" for which purpose AUTHORITY issued a request for proposal dated [•] ("**RFP**") inviting Bids from interest parties to execute the scope of work specified therein.

WHEREAS [name of Bidder] (hereinafter called "**the Bidder**") has submitted his Bid dated [date] for the implementation of the scope of work specified in the RFP (hereinafter called "**the Bid**").

1. [name of the Bank] at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BMTU an amount of Rs..... (Rupees only) hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.
2. Any such written demand made by BMTU stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive, and binding on the Bank and such amount shall be paid by the Bank without any demur, protest, condition, deduction, or reservation.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of BMTU is disputed by the Bidder or not, merely on the first demand from BMTU stating that the amount claimed is due to BMTU by reason of the failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).



4. We, the Bank, further agree that BMTU shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said RFP, and the decision of AUTHORITY that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between BMTU and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, BMTU shall be entitled to treat the Bank as the principal debtor. BMTU shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to BMTU, and the Bank shall not be released from its liability under these presents by any exercise by BMTU of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of BMTU or any indulgence by BMTU to the said Bidder or by any change in the constitution of BMTU or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim. The Bank guarantee should be payable at any branch in Rajpipla.
9. It shall not be necessary for BMTU to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which BMTU may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of BMTU in writing.



11. The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.....Lakhs (Rupees Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 8 hereof.
13. This Guarantee will remain in force up to 180 (One hundred and eighty) days from the Due Date (inclusive of the due date) for submission of the Bid, inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between BMTU and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
14. The jurisdiction in relation to this Guarantee shall be the Courts of Gujarat, and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this_____day of _____ and year first herein above written.

Signed and delivered by the above-named Bank by its Authorized Signatory as authorized by Board Resolution passed on___/Power of Attorney dated [_____]

Authorized Signatory Name:

Designation:

In the presence of:

1.

2.

NB: BMTU should be able to invoke this Bank Guarantee at any branch of the Bank located at Rajpipla



Annexure 1: Financial Proposal Submission Form
(To be uploaded separately on GeM portal in applicable section)

Format for Financial Bid

Particular	Fees (In Rs Per Year)	Add: Taxes & Duties	Total Contract Value (Per Year)
Birsa Munda Tribal University			
Total Contract Value in Rupees (in figures) {Per Year}			
Total Contract Value in Rupees (in words) {Per Year}			

- Fee is including all kind of charges to render services. No other charges except this Fee shall be paid to perform the scope.
- Submission of this financial quote shall mean bidder has read all the terms and conditions with respect to financial bid as outlined in the RFP and abide with the terms and conditions.
- All other terms and conditions, scope of work and other conditions set forth in this RFP shall be valid and bound in all the cases.
- The minimum cost for the {Per Year} Excluding Taxes & Duties shall not be below 0.75 Lakhs as per Norms.
- All the financial proposals below 0.75 Lakhs (Rs. 75000) of quote shall be summarily disqualified and could not be considered.
- The payment for the statutory audit services shall be made as a one-time lump sum payment upon the successful completion of the audit and submission of the final statutory audit report, covering entities mentioned in the RFP.
- The total contract value shall be as per the quoted amount, inclusive of all applicable taxes and GST.



Annexure 2: List of Banks

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

Read: FD GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O. Dt. 21/04/2023

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 21/04/2023.


After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards/Corporations/PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.


(Bhavya Verma)
Deputy Secretary (Budget)
Finance Department

Request for Proposal (RFP)
For Appointment of Statutory Auditor for Birsa Munda Tribal University



To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Chief Secretary

PS to Principal Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Additional Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

Request for Proposal (RFP)
For Appointment of Statutory Auditor for Birsa Munda Tribal University



Finance Department, GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

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

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2025. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile CO-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahkari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finance Bank	26	Saraswat Co-Operative Bank Ltd
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-operative Bank
12	ICICI Bank	30	The Mehsana Urban Co-Op. Bank
13	IDBI Bank	31	The Surat District Co-op Bank
14	IDFC First Bank	32	The Surat People's Co. Op. Bank Ltd
15	IndusInd Bank	33	The Kalupur Commercial Co-op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vysya Bank		

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


(Bhavya Verma)
Deputy Secretary (Budget)
Finance Department

-----XXXXX-----



Annexure 3: Format for pre-bid queries

Sr. No.	Page No	Clause No.	Clause as per RFP	Recommendation / Queries
1.				
2.				
3.				
4.				
5.				
6.				

Note: It is mandatory for all the bidders to send their queries in the written word format only (as per annexure 3). Authority reserves the right not to answer any or all queries which is not as per the format mentioned above.