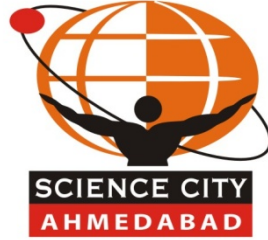


Tender No. /GCSC/Account/Tender/2022-23/1135



REQUEST FOR PROPOSAL (RFP)

FOR

**PRE-AUDIT OF BILLS ABOVE INR 25,000/-, STATUTORY AUDIT AND FILLING OF INCOME TAX
RETURN FOR GUJARAT COUNCIL OF SCIENCE CITY, AHMEDABAD.**

Address:

Gujarat Council of Science City

Science City Road,

Off S. G. Highway, Ahmedabad - 380 060

Phone: 079 – 29703122 Fax: 079- 29703121

Website: - <https://sciencecity.gujarat.gov.in/>

DATA SHEET:

Name of the Project	Pre-Audit of Bills above INR 25,000/-, Statutory Audit and filling of Income Tax Return for Gujarat Council of Science City, Ahmedabad
Bid issued by (Authority)	Gujarat Council of Science City Department of Science & Technology, Govt. of Gujarat
Procurement stages	Two Stage (Technical + Financial)
Cost of bidding Document	INR 1,770/- (INR 1,500 + 18% GST) in the form of Demand Draft in favour of Gujarat Council of Science City payable at Ahmedabad
Earnest Money Deposit (EMD)	INR 20,000 in the form of Demand Draft in favour of Gujarat Council of Science City payable at Ahmedabad
Date of issue of bidding document	16/03/2023
Pre-bid meeting	Thursday, 23/03/2023 at 12:00 hours IST
Last date and time for submission of Bids (Bid Due Date)	05/04/2023, 17:00 hours IST Online and 06/04/2023, 17:00 hours IST for hardcopy submission at The Executive Director, Gujarat Council of Science City, Science City Road, Ahmedabad-380 060
Opening of Financial Bids	Financial Bids will be opened in the office of the Authority. The date of opening of Financial Bids will be notified to the Eligible Bidders.
Place of obtaining Bidding Documents	The RFP can also be downloaded from the e-procurement and Authority's websites: https://nprocure.com ; https://sciencecity.gujarat.gov.in
Authorized Representative	Executive Director, Gujarat Council of Science City
Email for correspondence	tender-gcsc@gujarat.gov.in

***Note: In case of any conditions/clause specified in bid document is contradicted by conditions/clause stipulated in e-procurement website, then bid document shall override the clauses/conditions mentioned on e-procurement website. For any clarification in details, kindly follow the bid document.

Disclaimer

1. The information contained in this Request for Proposals document ("**RFP**") or subsequently provided to Bidder(s), 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 Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. 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 making their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. 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. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way from participation in the Bidding Process.
5. 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.
6. The Authority may in its absolute discretion prior to the Bid Due Date, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP at any time during the Bidding Process.
7. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Selected Bidder or the Authority's rights to amend, alter, change, supplement or clarify

the scope of work of the Project, to be awarded pursuant to this RFP.

8. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project 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 selection of the Bidder as Service Provider.
9. 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 its Bid, regardless of the conduct or outcome of the Bidding Process.

Interpretation:

In the interpretation of this RFP, unless the context otherwise requires:

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
2. Reference to any gender includes the other genders;
3. Unless otherwise stated, a reference to an Article, Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment or Schedule is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment or Schedule of this RFP;
4. 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;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assigns;
7. A reference to “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
9. 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.
10. The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP;

11. In the case of any conflict, discrepancy or repugnancy between the provisions of the Bidding Documents, the provisions of the License Agreement shall prevail over and supersede the provisions of other documents;
12. The descriptive headings of Sections and Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of contents thereof and shall not be used to interpret the provisions of the Bidding Documents; and
13. All capitalized words and expressions used in this RFP but not defined herein shall have the same meaning as ascribed to them in the License Agreement.

GUJARAT COUNCIL OF SCIENCE CITY

ABOUT THE GUJARAT COUNCIL OF SCIENCE CITY (GCSC): The Government of Gujarat has established the Gujarat Council of Science City, a registered society, to achieve the Gujarat Science City mandate. The Gujarat Council of Science City (GCSC) was registered on 10.08.1999 as a wholly owned Government Society under the provisions of the Societies Registration Act, 1860. The GCSC was set up under the aegis of Department of Science & Technology for developing the Science City project at Ahmedabad. The Science City is working for the promotion of science amongst the citizens. Popularization of science to create scientific temper in the community is a priority in the emerging environment of knowledge driven economic growth. Gujarat Science City is a bold initiative of the Government of Gujarat to realize this priority. The Government is creating a sprawling centre at Ahmedabad which aims to provide a perfect blend of education and entertainment. It will showcase contemporary and imaginative exhibits, minds on experiences, working models, virtual reality, activity corners, labs and live demonstrations to provide an understanding of science and technology to the common man.

NOTICE INVITING BIDS

Name of work:

Pre-Audit of bills above INR 25,000/-, Statutory Audit and filling of Income Tax Return for Gujarat Council of Science City, Ahmedabad.

Type of RFP: Open

Joint venture/Consortium: Not allowed

RFP inviting and opening Authority: Executive Director, Gujarat Council of Science City, Ahmedabad

1. Bids are invited on behalf of the Gujarat Council of Science City, Ahmedabad from eligible CA Firms for the work of providing Pre-Audit of bills above INR 25,000/-, Statutory Audit and filling of Income Tax Return Services at the Gujarat Council of Science City.
2. The Contract will be for a period of one year. However, the same may be extended by further Two years, if satisfactory work is found, on the same terms and conditions with mutual agreement between GCSC and the Contractor.
3. Not more than one bid shall be submitted by a sole proprietor or by a firm. No two or more concerns in which an individual is interested as a proprietor and/or a partner shall bid for the execution of the same work. If they do so, all such bids shall be liable to be rejected. Joint venture/consortium is not allowed.
4. **Bid fee by Demand Draft in favour of “Gujarat Council of Science City” payable at Ahmedabad**, by all Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad) as per the GR No: EMD/4/2022/0002/DMO dated May 20, 2022, issued by Finance Department or further instruction issued by Finance department time to time, in original – physical form shall be submitted along with technical bid including all other relevant documents required as per qualification form so as to reach on or before date, as mentioned in the data sheet, at the office of the bid inviting Authority [in physical form only], by RPAD/Courier/In Person By Hand. If the Financial Bid is submitted along with

Technical Bid, it will lead to disqualification of the Bidder. Bids (both online submission on e-Procurement Portal and hard copy submission of Technical Bid) received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

5. Bid shall not be accepted if Bid Fee is not paid as shown in the Bid Document.
6. **EMD of INR 20,000 in the form of Demand Draft in favour of Gujarat Council of Science City payable at Ahmedabad** by all Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad) as per the GR No: EMD/4/2022/0002/DMO dated May 20, 2022, issued by Finance Department or further instruction issued by Finance department time to time, in original – physical form shall be submitted along with technical bid including all other relevant documents required as per qualification form so as to reach on or before date, as mentioned in the data sheet, at the office of the bid inviting Authority [in physical form only], by RPAD/Courier/In Person By Hand.

Bids submitted without the Bid Security will be considered non-responsive and shall be liable for rejection by the Authority. Any exemption claims for EMD by a Service Provider who is an MSME shall be subject to the applicable policy of the state of Gujarat i.e., Gujarat State Purchase Policy dated 30/06/2016 (and amended from time to time) and only upon furnishing of supporting documents in respect of such claim along with the Technical Bid.

7. **Pre-bid meeting:** At the Conference room, Administrative Building, Gujarat Science City, Ahmedabad, on the date and time as mentioned in the datasheet.
8. **Bid fee:** INR 1,770/- (INR 1,500 + 18% GST) (Rupees Seventeen Hundred Seventy only) will have to be provided towards non-refundable document fee. Bids submitted without the Bid fee will be considered non-responsive and shall be liable for rejection by the Authority
9. **Performance Security Deposit (PSD):** 05% of bid acceptance amount shall be submitted in favour of the Gujarat Council of Science City, Ahmedabad by the Selected Bidder in the form of Demand Draft within 7 days of issuance of Letter of Award and prior to the execution of the Contract. It must be, payable at Ahmedabad, by all Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks (operating in India having branch at Ahmedabad) as per the GR No: EMD/4/2022/0002/DMO dated May 20, 2022, issued by Finance Department or further instruction issued by Finance department time to time. The Performance Security Deposit will remain with GCSC towards faithful performance of the contract obligation, and performance of the services during contract period. In case of poor and unsatisfactory field services, the GCSC shall forfeit the PSD. The Performance Security shall remain in force and effect for and till 1 month (one month) (including any extension thereof) after the completion of the term and shall be returned thereof. No interest is payable on the Performance Security Deposit.
10. Bidders are advised to attend the pre-bid meeting as mentioned above to have a full knowledge of all the relevant works, site etc.

Any queries or request for additional information concerning this BID DOCUMENT shall be submitted by e-mail to the person and email address mentioned below:

The Executive Director,
Gujarat Council of Science City
Email: tender-gcsc@gujarat.gov.in

The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

11. Submission of a bid by bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and conditions of contract & other documents etc. including local conditions and other factors bearing on the service provider for the same.
12. The bidder should submit their technical bid online and send hard copy with all relevant documents as shown in Annexure-1 to GCSC in due time as per the data sheet, The financial bid shall be submitted only online - both in words and in figure. If financial bid is submitted in hardcopy, the bid is liable to be rejected. The Bid due date for online and hard copy submission is as mentioned in the datasheet above.
13. The sealed bids must reach the Executive Director, Gujarat Council of Science City Ahmedabad 380060, complete in all respects. Bids received after the bid due date shall not be accepted. The bid will be opened on the date mentioned in the datasheet above at the Conference room, Administrative Building, Gujarat Science City, Ahmedabad, in the presence of bidders or their representatives who may choose to be present. After opening of the technical bids all the documents shall be assessed on the basis of the qualifying criteria by the Bid Scrutiny Committee.
14. **Contacting Officer:** Further details/clarifications, if any, required will be available from the office of Executive Director, Gujarat Council of Science City situated at Science City, Science City Road, Sola, Ahmedabad-380060.

INSTRUCTIONS TO THE BIDDERS

1. Amendment of Bidding Documents:

- At any time, prior to the deadline for the submission of bids, the GCSC, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders, may modify the Bid Documents by amendment, and notify accordingly.
- All such amendments/corrigenda/modifications shall be binding on the bidders.
- In order to allow prospective bidders, a reasonable time to take the amendment into account in preparing their bids, the GCSC, at its discretion, may extend the deadline for the submission of bids.

2. While submitting the bid for this work, the bidders shall be **deemed to have read, understood and accepted all the terms and conditions stated in the RFP.**

3. Non-transferability: This bid is non-transferable.

4. Validity of bid: Bid shall be kept valid, without any change in prices and rates, for acceptance by GCSC for a period of 90 days after the bid opening date. GCSC reserves the right to accept or reject any bid without assigning any reasons whatsoever.

5. While, only entities registered/ incorporated in India are permitted to submit Bids for the Project, it is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways:

- a. A subsidiary of an entity incorporated, established or registered in such a country; or
- b. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- c. An entity whose beneficial owner is situated in such a country; or
- d. An Indian (or other) agent of such an entity; “agent” for the purposes of this BID DOCUMENT shall mean a person employed to do any act for another, or to represent another in dealings with third person;
- e. natural person who is a citizen of such a country;

“Competent Authority” for the purpose of this Clause means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division.

6. The bidder must provide all the information asked as per Annexure 1. The bidder must provide all the certified documents/original documents/notarized declaration asked as in Annexure 1. Failure to provide full and complete information as per Annexure 1 will result in disqualification of the bid.

<p>(n)Code Solutions- A Division of GNFC Ltd.,</p> <p>(n)Procure Cell 403, GNFC Infotower, S. G. Road, Bodakdev, Ahmedabad - 380054 (Gujarat)</p>	<p>Contact Details</p> <p>Phone: +91-79-40007501, 40007512 40007516, 40007525, 30181689, 26854511, 26854512, 26854513 (EXT: 501, 512, 516, 525) Fax: +91-79-26857321, 40007533 Email: nprocure@gnvfc.net TOLL FREE NUMBER: 1-800-233-1010</p>
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7. If any information furnished by a bidder is found to be false with a malafide intention of getting qualified, then, such act of the bidder will be treated seriously, and he will be blacklisted for not giving any work in future.
8. The bidder must not be blacklisted and/or have any inquiries/ cases pending against him by the Government of India, the Government of Gujarat or any state board/universities/corporation since its inception.
9. Each page of the Bid shall be signed by the Bidder. The Bidders shall complete uploading their Bids by signing with Digital Signature Certificate, upon uploading the soft copy of the Technical Bid (including annexures thereto) and the Financial Bid to the e-Procurement Portal. The hard copy of the Technical Bid (including annexures thereto) shall be signed by the authorized signatory of the Bidder who shall also initial each page in indelible blue ink. Bidders are advised to fill all information clearly and legibly in typed format. The Technical Bid shall be submitted in a bound format with the pages numbered sequentially such that addition, deletion or replacement of pages is not possible, along with cover letter and index page. The hard copy of the Technical Bid shall be placed in a sealed envelope bearing the following: **"Pre-Audit and Statutory Audit services for Gujarat Council of Science City"** and shall clearly indicate the name, phone number, email address and office address of the Bidder. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted. In the event of any discrepancy between the version of the Technical Bid uploaded to the e-Procurement Portal and the hard copy submitted, the hard copy will prevail. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
10. Bidders are required to familiarize themselves with the instructions available on the e-Procurement Portal in relation to online submission of their Bids. Bidders will have to procure/should have legally valid Digital Signature Certificate as per the Information Technology Act, 2000, using which they can digitally sign their online Bids. Bidders can procure the same from any of the licensed certifying authorities of India or can contact (n) Code Solutions, a division of GNFC Ltd. In case the Bidders needs any clarifications or if technical training is required to participate in the Bidding Process, they can contact (n)Procure Cell:
11. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
12. The Bidding Documents including this Bid document and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the

purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid, or any information provided along therewith.

13. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority;
- (d) satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of
- (f) information provided in the Bidding Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Project; and
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

14. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including this document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

15. Notwithstanding anything contained in this bid document, the Authority reserves the right to annul the Bidding Process and/or reject all Bids at any time without any liability or any obligation for such rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

16. During evaluation of Bids, the Authority may, at its discretion, ask a Bidder for further clarifications and/or information. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid. The request for clarification and the response thereto shall only be in writing. The Bidder shall have to reply to the clarification within 7 (seven) Business Days or any such period as specified from the date of receipt of the request, failing which the Bid of such a Bidder may be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing and interpreting the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

17. The Bidder may substitute or modify or withdraw its Bid after submission at any time prior to the specified time on the Bid Due Date. No Bid will be substituted or withdrawn or modified by the Bidder on or after the specified time on the Bid Due Date. In the event a Bidder

withdraws its Bid after the Bid Due Date, the EMD of such Bidder shall be forfeited.

18. The Bidder may substitute or modify or withdraw the Bid by uploading a scanned copy of a letter addressed to the person mentioned in above Clause. The Bidder should also deliver the original substitution or withdrawal or modification letter/notice to the Authority to substitute or withdraw or modify the hard copy of the Technical Bid submitted to the Authority. The hard copy of the modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 3.6, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the Technical Bid shall be returned unopened.
19. Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
20. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or regarding matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or for the purpose of enforcing or for asserting any right or privilege of the statutory entity and/ or the Authority, or as may be required by law or in connection with any legal process.
21. Save and except as provided in this bid document, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
22. Dispute Resolution Mechanism

Any dispute, difference, controversy or claim of whatever nature regarding the validity, interpretation, O&M or the rights and obligations arising out of, or in relation to, or pursuant to, or howsoever arising under or in connection with this Service Provider between the Parties (the "**Dispute**"), and so notified by either Party to the other Party (the "**Notice of Dispute**") shall be subject to the dispute resolution procedure set out hereinafter:

a) Direct Discussion between Parties:

The Parties agree that any Dispute that may arise between them shall be first submitted for direct discussion between the Parties. For this purpose, the Notice of Dispute sent by one Party to the other Party hereof shall be considered an invitation for direct discussion, and it shall specify a reasonable time and venue for conduct of the negotiation proceedings. In addition, the Notice of Dispute shall specify the basis of the Dispute and the amount claimed if applicable. In the direct discussion proceedings, each Party shall be represented by officials or employees with sufficient

knowledge and authority over the subject matter of the Dispute in order for the discussion to be meaningful. The discussions shall be held in Ahmedabad or such other place as may be agreed between the Parties. The Parties shall hold the direct discussions in good faith and with a view to arriving at a mutually agreed settlement and bear their respective expenses in this behalf.

b) Arbitration:

In the event the Parties are unable to amicably resolve the Dispute through direct discussion hereof within 30 (thirty) days of the receipt of the Notice of Dispute by the Party to which it is addressed, the Party which initiates the matter for direct discussion shall submit the Dispute for arbitration in accordance with the Arbitration and Conciliation Act, 1996.

The Arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.

Any award made pursuant to this sub-clause hereof shall be final and binding on the Parties as from the date on which it is made. The Parties agree to implement such award without delay.

The arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Ahmedabad or such other place as may be agreed between the Parties.

The fees and expenses of the arbitrator/s and all other expenses of the arbitration shall be initially shared and paid by the Parties in equal proportions. The arbitrator/s may provide in the arbitral award for the reimbursement to the prevailing Party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by such Party.

The Parties hereto hereby waive, to the extent permitted by law, any rights to appeal or to review of such award by any court or tribunal. The Parties hereto agree that the arbitral award may be enforced against the Parties to the arbitration proceeding in accordance with the Arbitration and Conciliation Act, 1996.

c) Performance during Dispute:

Pending the submission of the Dispute to resolution under the Dispute Resolution Procedure herein, the Parties shall continue to perform all of their obligations under this Agreement, without prejudice to a final adjustment in accordance with a decision pursuant to the Dispute Resolution Procedure. Further, this Agreement shall remain in subsistence and operation during the pendency of the Dispute and no payment due and payable to either Party shall be withheld.

23. Indemnification

The Agency, their Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Authority's business or operations without the prior written consent of the Authority.

Agency remain responsible for security, safety, discipline, any act of omission or commission

etc., by its employees and GCSC stands indemnified by Agency against all of the above.

The Service Provider will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Authority Instrumentalities and Authority owned and/or controlled entities/enterprises, including the Authority (“the Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of any breach by the Service Provider of any of its obligations under this Contract or any related agreement or on account of any Deficiency in the provision of Services by the Service Provider, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach of this Contract on the part of the Indemnified Persons.

Without limiting the generality of this clause, the Service Provider shall fully indemnify, hold harmless and defend the Authority and the Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a) failure of the Service Provider to comply with Applicable Laws and Applicable Permits.
- b) payment of taxes required to be made by the Service Provider in respect of the income or other taxes of the Service Provider’s Contractors and representatives; or
- c) non-payment of amounts due as a result of materials or services furnished to the Service Provider or any of its Service Providers which are payable by the Service Provider or any of its Service Providers.

24. Risk and Liability

Except as expressly provided in this Document, the Service Provider shall carry out and perform its rights and obligations under this Project and at its own cost and risk. It shall be fully responsible for and shall bear the financial risks in relation to the Project and all its rights and obligations under or pursuant to this Project.

The Authority shall not be liable in any manner whatsoever for the obligations and liabilities incurred by the Service Provider during the Ter. The Service Provider shall be solely liable for any civil or criminal liability arising out of a charge/accusation of negligence in relation to the services provided by Service Provider at the Project Facilities or disputes with customers and/or any other Person.

25. Indirect or Consequential Losses

Subject to the provisions of this Project, neither Party under this Project shall be responsible/liable to the other party in tort, warranty, strict liability or any other legal theory for indirect, incidental, punitive, or consequential loss or damage or loss of profit resulting from the performance of obligations or the exercise of rights under or pursuant to the Project.

26. Business Risk

Except as expressly provided in this Document, the Service Provider shall carry out and

perform its rights and obligations under this Project and the other transaction documents at its own cost and risk. The Service Provider shall be fully responsible for and shall bear the financial, commercial and business risks in relation to the Project and all its rights and obligations under or pursuant to this Project and the other Transaction Documents.

27. Force Majeure

If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as event)", then notice of the happening of any such event is given by either party to the other within twenty-one days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance or delay in performance, and work under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the competent authority of GCSC as to whether the works have been so resumed or not shall be final and conclusive.

It will be Service Provider's responsibility to ensure that work is completed in stipulated time limit. However, if on account of reasons beyond ones control e.g., as laid down in the Force Major Conditions, GCSC may consider extension of contractual period without statutory variations and without price variation.

28. Liquidated Damages:

The time limit allowed for carrying out the work as entered in the RFP shall strictly observed by the Service Provider and shall be reckoned from the date on which the order to commence the work is given to the Service Provider.

Following damages shall be levied by the Authorities on account of default by the Service Provider:

- i. Delay in submission of Performance Security: up to Rs.2,000 per day.
- ii. In case of improper and defective audits/reports (not mentioning/highlighting the essential details, findings and facts required as per rules), the service provider will be responsible, and assignment can be terminated.
- iii. In case of improper/defective/late statutory filings and/or filling of Income Tax Return, the service provider will have to pay the statutory penalty plus up to 5% of the Bill amount. In addition to that, assignment can be terminated.
- iv. In case of replacement of manpower without prior written intimation to GCSC only in

contingencies, penalty of up to 5% of the Monthly bill per instance amount till the respective month end may be imposed, and contract may also be terminated with penalty for the monthly payment of that durations.

- v. In case, as mentioned in the scope of work or as directed otherwise in writing, the manpower does not visit for pre-audit/ audit, a penalty of up to INR 1,000 per day will levied per instance. If the service provider is penalized for more than Three occasions, GCSC deems fit reserves the right to terminate the agreement forthwith and to forfeit the PSD.

The penalty will be invariably deducted from the bills of the Service Provider and no refund will be given unless the competent Authority approves the waiver/reduction in penalty.

Due consideration will be given for waiver/levy of penalty only for the reasons absolutely beyond Service Provider's control (Viz. Force Majeure conditions as laid down hereunder) for which documentary evidence will have to be provided. The reasons for delay attributable to GCSC as well as to party will be brought out clearly while putting the proposal for waiver/reduction in penalty. No reasons for waiver/levy of penalty will be entertained/reviewed during the execution of the order.

Place of submission of Bid Documents:

For hard copy submission	For online submission
To, Executive Director Gujarat Council of Science City Science City Road, Ahmedabad - 380060 Tele: 079-29703122	https://nprocure.com

Annexure 1

MINIMUM ELIGIBILITY CRITERIA

Sr.	Minimum eligibility criteria	Proof to be enclosed
1.	The firm should have average audit & attestation income more than INR 30 Lakh (Thirty lakhs) in last 3 financial years ended on 31 st March 2022	Last 3 (three) financial years duly audited and certified by external Chartered Accountant for the Audit and Attestation services. CA Certified Turnover Certificate for the Financial year 2019-20, 2020-21, 2021-22.
2.	The firm should have been registered for a period of at least 10 Years.	Submit Copy of Firm Card issued by ICAI as on date of submission of Bid.
3.	There must be at least 3 Chartered Accountants in the firm with minimum 2 out the 3 must be partners in the firm.	Submit copy of Partnership Deed and copy of Firm certificate issued by ICAI as on 1.1.2023 with partners' details.
4.	The Firm must be Ahmedabad/ Gandhinagar based CAG Empaneled firm	CAG Certificate of Empanelment
5.	The Firm should have handled at least 2 Assignments of Pre-Audit / Statutory Audit during the last 3 financial years for any of the Public enterprises, Authorities, organizations, as mentioned in the Annexures of the Finance Department Resolution ઠરલઢ ઢઢલઢ-જઢલ-૧૦-૨૦૧૮-૧૧૪૩-૨૫. Published on 16/09/2019	The experience must be provided in the format as mentioned in "B" below. It must be submitted along with relevant Work Order to be submitted along with the hard copy. Ongoing projects shall also be considered.
6.	Firm's registered office should be located in Ahmedabad or Gandhinagar only.	Submit Copy of firm registration with ICAI showing details of the firms' Registered Office and Branch Offices,
7.	If the proposed manpower for the project is an employee of the CA Firm, then he must be associated with the firm as an employee for at least one year.	As a proof, appointment letter with the first and latest salary slip should be provided.

(A) - The technical bid document should also include specific responses addressing the requirements described below: -

1. Name of the firm / Bidder and contact details and organization profile
2. Understanding of Gujarat Council of Science city needs.
3. Registered Power of Attorney authorizing the person to submit the bid on behalf of the firm, in case of a partnership firm or a company. Partnership deed / MOA, as applicable
4. Necessary valid documentary proof to fulfill the minimum eligibility criteria.
5. Relevant Experience of the firm (As per Sr. No. of the above-mentioned table).
6. The curriculum vitae of key team members to be associated with this assignment (in the format given below in (C)).

Note 1: Documentary evidence is to be submitted towards all the experiences claimed and clearly highlighting the relevant part in the document.

(B) - Credentials of relevant experience (as per Sr. No. 5 of the above-mentioned table).

Sl no	Name of the Client/ Organization with Address	Contacting person of Client with telephone Number	Scope of Services Provided by Bidder	Year of services provided	Value of Assignment (INR)	Period of Completion of Assignment

(C)- Qualifications and Experience of Key Personnel to be associated with the Assignment:

Particulars	Professional No.1	Professional No.2
Name and Designation		
Experience / Work History		
Educational / Professional Qualification(s)		
Expected Nature of Involvement (Specific roles / activities Full time/ part time)		

METHOD OF SUBMISSION OF BID DOCUMENTS

- **Bid Documents Submission:**

- The bidder should submit their technical **bid online and send hardcopy** of technical bid with Bid fee (Original) and Earnest Money Deposit (Original) with all relevant documents as required as per the Annexure-1 above to GCSC in due time as per the data sheet and as per terms of this RFP.
- The financial bid shall be submitted **only online** - both in words and in figure. If financial bid is submitted in hardcopy the bid is liable to be rejected.
- The Bid due date for online submission and hard copy submission is as mentioned in the datasheet above.

Bid Evaluation Process and Award of Contract

The Authority (GCSC) has adopted two stage evaluation process for evaluating the bid.

- In the First step an Evaluation Committee (EC) will evaluate the technical bid of the bidders with respect to the test of responsiveness and Minimum Eligibility Criteria as per the RFP terms (Annexure-1)
- In the next step those bidders who fulfils the test of responsiveness and Minimum Eligibility Criteria shall be eligible for the financial bid opening.
- Evaluation Committee will determine whether the Financial Proposals are complete in all respects and unconditional as per terms and conditions of this RFP. Bidders are required to submit the Financial Bid on e-procurement portal only.
- The Bidder quoting the lowest fee in the Financial Bid Format shall be the Selected Bidder.
- The second lowest Bidder ("L2") shall be kept in reserve and may be invited in its discretion for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirements specified in RFP.
- The Authority reserves the right to call the Selected Bidder for the negotiations.
- EMD of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on selection of the Selected Bidder(s) or when the Bidding process is cancelled by the Authority.

Payments:

Pre-Audit Services: - The Contractor shall be paid on the basis of his monthly submitted bills for Pre-Audit services.

Statutory Audit and filling of Income Tax return: - The Contractor shall be paid once after successful filing of the return and completion of the work.

All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any and shall be made within 45 days from the submission corrected invoice with all required supporting documents to the Authority.

Letter of Award and Signing of Contract

- A Letter of Award (the “LOA”) shall be issued by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof with performance security
- In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, may blacklist the bidder from participating in tender process for next 3 years, and the next bidder may be considered.
- After receiving the acknowledgement of Letter of Award, the Authority and bidder shall sign the Contract.
- It is envisaged that the Selected Bidder shall deploy the resources for the project on immediate basis.

Termination of Contract

- (i) The Contract shall stand terminated at the end of the Contract period as specified, unless extended by GCSC in writing.
- (ii) Either party can terminate the Contract by giving prior written notice of at least 60 days.
- (iii) Notwithstanding the above provision, the Contract is also subject to termination by the GCSC on account of continuation of deficiency of service by the Contractor or any other default of the Contractor.

Scope of work

PRE-AUDIT WORK: -

1. To pre-audit all the bills of suppliers, contractors, projects, Advance/Adjustments, EMD and PSD refunds, valuing more than INR 25000/- except salary, electricity, Muni. Tax, Telephone and other statutory dues.
2. The bills/claims needs to be audited with respect of provisions of purchase order/work order/agreement, bid documents, measurement books, certification by concerned executing department, certification/comments of independent consultants, statutory recoveries/recoveries of mobilization advances, interest, penalty, security deposits, liquidate damages, recoveries towards issue of materials/cost of service, delay in completion of the work, compliance to various laws, required approvals/sanctions, supporting documents, tax invoices currency, Fix assets entry/Stock register entry and sufficiency of bank guarantees admissible tax and duties, availing of input tax (ITC) benefits, statutory deductions, GST compliance/filing of returns and arithmetical accuracy etc.,
3. The audit team, at the end of each visit, will have to prepare a list of cleared bills, showing gross admissible amount, deductions and net payable amount, for making the payment. The list with seal and signature shall be submitted to the General Manager.
4. Verification of GST monthly returns such as GSTR1, GSTR3B, GSTR2, GSTITC04 and GST TDS returns. Monthly returns shall be checked with reference to statutory requirements and amounts shall be checked/reconciled with bills, books of accounts and GST registers. This work shall be carried out once in month preferably in the second visit of the month and separate report shall be submitted.
5. Verify all deductions required to be made under various laws, which have been properly made at appropriate Rate of deduction, such as TDS, GST TDS, Labour cess, works contract Tax and other deductions such as Advance payment, Security Deposit, Penalties, Retention Money, Recovery for Inferior quality work before making any payment.
6. The Audit Firm is required to carry out monthly audit of revenue sharing of sales partners of GCSC with the terms & condition of contract and submit the report to GCSC before 10th day of next month.
7. You are responsible for conducting proper & thorough checking of each work bill, advances, deposits related to works and shall certify the amount of bill actually becomes payable. No

payment of any bill above INR 25,000/- (which is subject to pre audit) to be done by the Science city until same is dully verified and certified by you.

8. It will be the responsibility of the Audit Firm to carry out fast, prompt, accurate & correct audit.
9. You are responsible for conducting proper & thorough checking of each work bill with reference to the provisions in the bid documents / contracts / Work Orders, MOUs.
10. Before making Final payment of any contract, you are responsible for verifying all the payments made so far as per terms & conditions of the contract/ work order/ agreement & if there is any discrepancy then give its effect to the final bill accordingly. As far as final bill of the work is concerned, it requires more vigilance, accuracy and cross verifications (Quantities & amounts both) with relevant records, calculations etc. including up to date payments / deductions etc. made previously.
11. Pre audit firm shall not be competent to allow or accept the compliance / justification for any payment against the terms and conditions of RFP.
12. The pre-audit shall exercise the checks (apart from regular routine checks) with reference to the provisions in the bid documents / contracts, MOU / prevailing provisions for statutory deductions and dues, taxes, etc and arithmetical accuracy, Gujarat Financial Rules and any other statues, laws, Acts, GR, orders, circulars, instructions of State/Central Government etc. The Auditors shall exercise 100% checking of each & every entry of bill.
13. Verify the IT TDS & GST TDS amount before generating challan & filling the return.
14. If any serious irregularity (financial or unauthorized violation or divergence from the contractual provision etc.) is noticed during the course of pre audit same shall be reported confidentially to the Executive Director (GCSC).
15. The **Authorised staff should be qualified CA** of your audit firm shall certify & sign each bill in token of pre-audit carried out by them.
16. Attendance register will be maintained at GCSC for the work of pre audit. Pre-Auditor (Qualified CA) when attending the office for verification of bills before payments shall have to sign in the said register at the time of visit to such office. Frequency of your visit for Pre-Audit work shall be **thrice a week** during and throughout the office hours and on call whenever needed.
17. The authorized Chartered Accountant of the audit firm shall certify & sign (with name) each bill in token of pre-audit carried out by the Firm. Firm should provide the sample of stamp

which will be used for pre-Audit work & also send the specimen signature of Qualified CA which should be authorized by the partner of the firm before starting of the Pre-Audit work.

18. In case of operational difficulties, the management may take steps to remove such difficulties without materially altering the scope of work or terms and conditions which shall be binding to the firm.
19. Standards: The audit will be carried out in accordance with Engagement & Quality Standards (Audit & Assurance Standards) issued by the Institute of Chartered Accountants of India.
20. Any modification in the scope of work shall be discussed mutually and implemented.

STATUTORY AUDIT AND FILLING OF INCOME TAX RETURN WORK: -

You are responsible for carried out Statutory Audit in accordance with international standards of auditing, other regulations and standards of audit may be applicable and will include such tests and controls as the auditors consider necessary under the circumstances. The tax matter will include filing of income tax return for the financial year 2022-23, tax audit report & filling of any other income tax forms as prescribed by income tax authority within the due date and applicable to GCSC. To appear and present before Income Tax Authority to attend Income Tax Scrutiny case, if required. The selected firm has to file revised Income Tax Returns and to appear before Income Tax authority from time to time and has to take necessary compliance with the co-ordination of authority to rectify this demand

Statutory Audit to cover the areas ensuring that

- a) Transactions are recorded as per Generally Accepted Accounting Principles and are booked to proper Accounting Heads. (b) Utilization of Grant is in accordance with the Conditions on which it is sanctioned. (c) Incomes/Funds are utilized for purposes for which they are provided. (d) Goods and services have been procured in compliance with the financing agreement. (e) Transactions are duly supported by proper supporting documents. (f) Propriety of the transactions be checked. (g) Checking the maintenance of books of accounts and records. (h) Checking the bank reconciliation statements. (i) Checking of component wise, category-wise and account head wise expenditures. (j) Checking of investments, deposits etc. made from time to time. (k) Checking of various taxes/statutory compliance. (l) Verification of fixed deposits and checking of interest received. (m) To check all statutory records registers including Minute Books and to see that accounting effects of all the decisions taken at Executive Committee Meeting/Board of Governors Meeting are given in the Books of Account. (n) To give executive summary incorporating all points/matters which are of very important nature. (o) Physical checking of Movable and Immovable assets and verifying the entries in Dead Stock Register. (p) To verify Cash or cheques on hand as on the year end. (q) Scrutiny of General Ledger and Verification of Income and Expenditure Statement, and Balance sheet and other Schedules. (r) Verification

of all financial information completely, promptly and after the necessary authorization was recorded.

1. Accounting policy & standard (a) To review and help the GCSC in implementing proper Accounting Procedures, Internal Check Controls and Computerized Systems. (b) Review of Accounts. (c) Check all recorded entries comply with accounting standard.
2. System Improvement The selected firm will report any lacuna noticed in the existing procedures and suggest improvement. Any duplication of work or unnecessary data noticed will be highlighted and reported.
3. The Chartered Accountant firm so appointed would be required to give: (a) Audit Certificates and issue any other certificate as may be required by the GCSC from time to time without any additional fee. (b) Statements in Annual Report that describes the work carried out by GCSC. The responsibilities of the audit also include reporting on the adequacy of statements.
4. Liaison The selected firm will liaise with the Management for the periodical meetings to review the progress of the work and to ensure requirement be fully met.
5. To suggest the measures for cost control and increase the revenue of the GCSC. Also to suggest measures for improving Management Information System.
6. To express professional opinion on the financial position of GCSC as a whole for the funds received and expenditure.

Time Schedule of the Assignment:

The selected Firm is required to start the Statutory Audit assignment as early as possible and complete the assignment at least 2 months before the due date of filing of Audit Report with Income Tax Authority so that Draft Audit Report may be approved by Executive Committee and Governing Body.

Outputs that will be required from the Auditor:

On Completion of audit, selected firm so appointed should verify the following:

1. Grant in aid wise Income and Expenditure statements of GCSC.
2. Head wise Statement of Self Income and expenditure statement.
3. Consolidated Statement of Self Income and expenditure of GCSC, Govt. grant and other income
4. Consolidated Balance Sheet with details of all schedules and Annual Consolidated Financial Statement.
5. Financial statements as per report in Govt of Gujarat format
6. Bank Reconciliation Statement account and bank wise.
7. Report on all discrepancies noticed in the financial accounts and procurement procedure.
8. File Income Tax Return for Respective year.
9. Submit daily report to the Authority. The format of the report shall be mutually decided by the Authority and the Auditor.
10. Coordinate with respective department for pre-audit.

Form 1: Cover Letter
(To be submitted on Firm's letterhead)

Date:

To,
The Executive Director
Gujarat Council of Science City
Science City Road,
Sola, Ahmedabad-380060.

Sub: RFP for Assignment of PRE-AUDIT OF BILLS ABOVE INR 25,000/-, STATUTORY AUDIT AND FILLING OF INCOME TAX RETURN FOR GUJARAT COUNCIL OF SCIENCE CITY, AHMEDABAD for the period of one year

Dear Sir,

1. We, the undersigned, after having examined the terms and conditions mentioned in the bid document, submit our technical & financial proposals for the above RFP.
2. We have read the provisions contained in the RFP document and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to this RFP.
4. We hereby declare that all the information and statements made in this Proposal is true and accepts that any misinterpretation contained in it may lead to our disqualification and without prejudice to other remedies available to GCSC.

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of (Name of Consultant)

Name of Firm:

Address:

Annexure '2'
FORMAT FOR FINANCIAL BID

Financial Proposal

(For indicative and illustrative purposes only- The Financial Proposal shall only be submitted on the excel sheet provided for such submission on the e-Procurement Portal)

Financial Offer

Sr.No.	Title	Unit	Amount in INR in Figures	Amount in INR in words
1	Pre-Audit of Bills INR 25,000/- and above & audit of revenue sharing as per scope of works	Per Year	*****	*****
2	Statutory Audit, filling of IT return, Tax audit	Fee for all Statutory Audit and Filing of IT return and Tax Audit	*****	*****
Total (1+2)			*****	*****

- 1. The Contract Fee amount shall be specified in both figures and words.*
- 2. The Contract Fee shall be excluding the applicable Goods and Service Tax (GST) and inclusive of all other applicable taxes and duties under the Applicable Laws, which shall be paid in accordance with RFP terms*
- 3. The Above fee includes T.A./D.A./Conveyance to visit GCSC.*
- 4. As per ICAI notification, the minimum fees for Statutory Audit, filling of IT return & Tax Audit is Rs. 60,000/- + GST.*

Annexure 3 Format for Earnest Money Deposit (Bank Guarantee)

(On stamp paper of appropriate value, as required by applicable law)

This Deed of Guarantee (“**Guarantee**”) is made on this ____ day of _____, 2023 at _____ by a Nationalized Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, [*] and having its registered office at _____ and *inter alia* an operational branch office at _____, Ahmedabad (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 of ‘**Gujarat Council of Science City**’ having its registered office at Science City Road, Ahmedabad-380 060, Gujarat, India (hereinafter referred to as “**GCSC**” which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, GCSC undertook the process of competitive bidding for selection of CA Firm for “**PRE-AUDIT OF BILLS ABOVE INR 25,000/-, STATUTORY AUDIT AND FILLING OF INCOME TAX RETURN FOR GUJARAT COUNCIL OF SCIENCE CITY, AHMEDABAD**” (“**Project**”) for which purpose GCSC issued a Request for Proposal (“**RFP**”) inviting Bids from the Bidders 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 Project (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 GCSC an amount of INR (Indian only) (hereinafter referred to as the “**Guarantee**”)¹ 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 GCSC 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.
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 GCSC is disputed by the Bidder or not, merely on the first demand from GCSC stating that the amount claimed is due to GCSC by reason of failure of the Bidder to fulfil

¹ Refer Clause 1.11 for EMD

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 amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR (Rupees only).²

4. We, the Bank, further agree that GCSC 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 RFP, and the decision of GCSC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between GCSC 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, GCSC shall be entitled to treat the Bank as the principal debtor. GCSC 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 GCSC, and the Bank shall not be released from its liability under these presents by any exercise by GCSC 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 GCSC or any indulgence by GCSC to the said Bidder or by any change in the constitution of GCSC 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.

² Refer Clause 1.11 for EMD

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 authorised to receive the said notice of claim.
9. It shall not be necessary for GCSC 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 GCSC 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 be unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of GCSC in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised 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 INR (In Rupees only)³. The Bank shall be liable to pay the said amount or any part thereof only if GCSC serves a written claim on the Bank in accordance with Clause 8 hereof,
13. This Guarantee will remain in force up to 150 (One hundred and fifty) days from the Bid Due Date (inclusive of 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 GCSC 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 at Ahmedabad, 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 []

³ Refer Clause 1.11 for EMD

Authorized Signatory Name :

Designation:

In the presence of:

1.

2

NB: GCSC should be able to invoke this Bank Guarantee at any branch of the Bank located at Ahmedabad.