



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5584963
Dated/दिनांक : 07-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-11-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-11-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Education
Department Name/विभाग का नाम	Department Of Higher Education
Organisation Name/संगठन का नाम	Indian Institute Of Management (iim)
Office Name/कार्यालय का नाम	Ahmedabad
Item Category/मद केटेगरी	Financial Audit Services - As Per ATC and Scope of Work; CA Firm
Contract Period/अनुबंध अवधि	1 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	20000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	13

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

CAO
Indian Institute of Management (IIM), Ahmedabad
(Cao Iim Ahmedabad)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Number of Years of firm/company's existence as per ICAI certificate:As Per ATC and Scope of Work

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:As Per ATC and Scope of Work

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:As Per ATC and Scope of Work

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:As

Per ATC and Scope of Work

Number of XX fulltime CA's required and YY professional audit staff:As Per ATC and Scope of Work

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per ATC	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:IIM AHMEDABAD MAIN CAMPUS

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
13-11-2024 11:00:00	Online Through Zoom Meeting

Financial Audit Services - As Per ATC And Scope Of Work; CA Firm (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Scope of Work	As Per ATC and Scope of Work
Type of Financial Audit Partner	CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	As Per ATC and Scope of Work
Type of Industries/Functions	As Per ATC and Scope of Work
Frequency of Progress Report	Monthly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Monthly
State	NA
District	NA
Addon(s)/एडऑन	
Post Financial Audit Support	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Chauhan Vinay	380015,WING-5 IIMA MAIN CAMPUS VASTRAPUR ROAD, AHMEDABAD	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Indian Institute of Management, Ahmedabad
payable at
Ahmedabad

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

6. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of

contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

8. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ATC is attached herewith.

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10. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

11. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

Scope of Work is attached herewith.

12. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for

[attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Scope of work

1.1. Introduction:

Indian Institute of Management, Ahmedabad (IIMA), was set up by the Government of India in Collaboration with the Government of Gujarat and Indian Industry as an autonomous Institute in 1961. IIMA is a Body Corporate under the Indian Institute of Management Act 2017. IIMA is India's best and Asia's foremost Business School and continues to be ranked as one of the finest institutions in the world. Its accreditation by EQUIS (European Quality Improvement System), the leading international accreditation body for international business schools has ensured IIMA's place as one of the best business school in India to obtain international accreditation.

In addition to the long duration programmes, the Institute also offers short duration Executive Education programmes.

1.2. Purpose:

IIMAs activities have expanded over last decade. The revenue has grown to around Rs.400 crore and Balance Sheet size exceeds Rs.2100 crores. The Institute's accounts are also audited by C&AG every year.

IIMA is governed by the provisions of the Indian Institute of Management Act, 2017. The Institute is registered under section 12A of the Income Tax Act, 1961.

IIMA intends to appoint Auditors/ Consultants to undertake Pre-Audit work:

1.3. Scope of work for Pre-Audit:

Pre-audit is a process to verify the accounting document for its correctness before the same is posted into the books of accounts. Pre-auditor performs the work in the Accounts department on a daily basis. Pre-auditor is expected to depute one Chartered accountant at the Institute who is supposed to come on a daily basis for performing pre-audit.

Pre-audit includes:

- Verifying Journal Vouchers
- Ensure that each payment voucher has supporting documents duly approved / sanctioned by the competent authority as per authority matrix.
- Ensure proper deduction of TDS from each payment.
- Check the expenditure part in the receipts vouchers.
- Assist in establishing prudent practices to ensure financial propriety.
- Distinction of Revenue & Capital expenses needs to be verified.
- Verification of payment vouchers.
- Questioning the reasons in delay in submission of vendors / contractors bills, if delay is more than one month.
- GST calculation verification for expense and income including rates.
- Ensure eligible GST input credit is taken
- Monthly pre-audit report to CFO stating observations/ suggestions.
- In case of pre-audit of works, scope of pre-audit is as follows:

For capital expenditure exceeding Rs.10.00 lakh per contract, pre-audit is done before the bill is placed for approval of Director/Dean/ CAO. The pre-audit covers checking the contract value vis-a-vis total of running account bills raised, retention money as per terms of contract, work certification as per authority matrix, whether tendering process was followed as per GFR guidelines, etc.

The above scope is subject to alteration as per the requirement of the Institute to be decided mutually.

1.4. Non-Disclosure Agreement:

Firms selected by IIMA shall maintain ethics of faith and the information provided by IIMA shall be kept 'Strictly Confidential'. The firm shall execute "Confidentiality Non-Disclosure Agreement" before commencement of the Audit Assignment.

1.5. Payment terms & Price Validity

- a) Any changes in GST rates or imposition of new tax on this service during the contract period will be borne by the Institute.
- b) TDS under Income tax will be deducted at applicable rates.
- c) The Institute reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of the IIMA will be the final and binding in this regard.
- d) The audit firm will raise the invoice after submission of final monthly audit report to the Management of the Institute.
- e) Boarding & Lodging, Transportation etc will not be provided by the Institute. The fees quoted should be inclusive of Travelling, Boarding, Lodging etc. if any.

1.6. Special Conditions of Contract:

- a) IIMA may advise the firm to disengage any of its staff from service, with 24 hours prior intimation, in case the Competent Authority of IIMA found any negligence on the part of that staff.
- b) The firm shall be fully responsible for the conduct of the personnel engaged for the service and the Institute shall not be responsible for their conduct at any point of time.
- c) In case of any damage/ pilferage caused to the property of IIMA due to mishandling, carelessness of the firm's personnel, the same shall be recovered from the firm adjusting the amount against their bill.
- d) The persons deployed shall, during the course of their work, will have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the firm liable for penal action under the applicable laws besides action for breach of contract.
- e) The Institute shall provide necessary infrastructure for the deployed persons.
- f) The firm shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to IIMA with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The firm shall have the responsibility to furnish documentary evidence in support of the statutory compliance to IIMA as and when sought for.
- g) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and IIMA shall provide TDS certificate to the firm.
- h) The Firm shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Firm.



NOTICE INVITING TENDERS
INDIAN INSTITUTE OF MANAGEMENT AHMEDABAD

Tender No. IIMA/Contracts/GEM-32/2024-25 Date: 07/11/2024

Name of the Service: Tender for selection of Pre-Auditor to provide Audit services to Indian Institute of Management Ahmedabad

Contents

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1 Pre-Qualification Criteria:

The following documents are to be furnished by the tenderer along with **Pre-Qualification Bid** as per the tender document: -

Sr. No.	Eligibility Criteria	Documentary Proof must be attached as mentioned below
1	Organisation Type (The bidder shall be legal entity as per GOI regulations and laws of the land (Joint venture shall not be allowed)	Attach the Copy of Partnership Deed OR LLP Deed OR Registration certificate OR Latest constitution certificate/Firm card issued by ICAI
2	CA firms/ LLPs with at least 10 years of relevant experience as on 31.10.2024.	Latest constitution certificate/Firm card issued by ICAI.
3	CA firms/ LLPs with at least 10 partners having 10+ years of relevant experience as on 31.10.2024.	Latest constitution certificate/Firm card issued by ICAI.
4	Total strength of CA (Partners +Paid CA assistants) should not be less than 20.	Latest constitution certificate/Firm card issued by ICAI.
5	Experience in pre auditing of PSU/Local Authority/ Central Autonomous bodies (CAB) for at least 3 years out of latest 7 years.	Bidders to provide Work Order and Work Completion Certificate as per Annexure-C .
6	Head Office/ fully operational branch office in Ahmedabad/Gandhinagar having strength of Chartered Accountants at Ahmedabad/ Gandhinagar office not less than 7.	Self-declaration containing office location and list of Chartered accountants may be submitted as Documentary evidence.
7	Not associated with IIMA for Statutory or pre-audit work in last 4 years (including FY 2024-25).	An undertaking letter for the same on Company Letterhead.
8	Other mandatory documents as per PQ Criteria. (Scanned documents duly signed and stamped on Company's Letter head)	<ul style="list-style-type: none"> • GSTIN (Registration certificate) Copy self-attested. • PAN Copy (self-attested). • Annexure-A (Bidder's Details) • Annexure-B (Tender acceptance letter, Price bid undertaking and Bidder details) • Annexure- C (List of Work orders and Completion Certificates) • Annexure-D (CA Turnover) • Annexure-E (Undertaking regarding blacklisting / non-debarment) • Annexure-F (Bid Security Declaration) • Annexure-G (Relative Declaration) • Annexure- I (Certificate for no Deviation) • Non Disclosure Agreement

• **Submission of documents to assess pre-qualification criteria:**

Bidders must submit documentary proof in support of meeting the pre-qualification criteria. Merely an undertaking signed by the bidder for any item of the criteria shall not suffice.

- **Expenses to be borne by bidder:**

All expenses in preparation and submission of the tender and visits to the office or any place in connection with the preparation of the tender shall be borne by the applicant. IIMA, in no case shall be responsible or liable for these costs regardless of the outcome of the tender process.

2 Technical Bid:

The bidders are requested to prepare their own technical proposal. The technical bid shall contain all the relevant information which forms part of the technical bid. All the information should be organized in logically structured form and submitted as technical bid with an index. Bidder is free to add any information that can help in assessing the technical quality of the solutions proposed and which touches upon the parameters/attributes for technical assessment.

The information provided in the technical bid will be used for understanding and assessing/evaluating the quality of product being proposed by the bidder. However, the information/documents which has already been provided with Pre-qualification bid need not be submitted again with Technical Bid.

Technical evaluation will depend on the information provided herein and/or Technical presentation. Technical bid score, out of 100, will be arrived based on the following technical /Attributes/Dimensions. Bidders getting 70 marks or above will be considered for opening of their Price Bid. The decision of IIMA will be final and binding to all for interpretation of any ambiguity.

Sr NO	Parameters	Max Marks	Allocation of marks	
1	CA firms/ LLPs with at least 10 years of relevant experience as on 30.06.2024.	10	Years	Marks
			10-20	05
			20-30	07
			Above 30	10
2	CA firms/ LLPs with at least 10 partners having 10+ years of relevant experience as on 30.06.2024.	10	Partners	Marks
			10-20	05
			20-30	07
			Above 30	10
3	Experience in pre auditing of PSU/Local Authority/ Central Autonomous bodies (CAB) for at least 3 years out of latest 7 years.	20	Years	Marks
			Upto 3	10
			Upto 5	15
			Upto 7	20
4	Total strength of CA (Partners +Paid CA assistants) should not be less than 20	10	CA strength	Marks
			Upto 20	05
			20-30	07
			Above 30	10
5	Gross annual revenue (Average of last three financial years 2021-22, 2022-23 & 2023-24)	10	Turnover (Amt in Cr)	Marks
			Upto 5	05
			5-10	07
			Above 10	10
6	Profile of Audit Services offered by the firm for the audit of IIMA <ul style="list-style-type: none"> • This should cover strength of the firm to consider CAB's audit. • Why your firm is fit for such audit. 	40	Based on documentary evidence submitted / Technical presentation	
	Total	100		

Note: Bidders getting 70 marks or above will be considered for opening of their Part-III-Price Bid. The decision of IIMA will be final and binding to all for interpretation of any ambiguity.

3 Price Bid:

Price Bid of only technically qualified bidders shall be opened at a later date in the presence of the Institute's Officials. Technically qualified bidders shall be intimated by web notification or auto generated email through GEM portal. The date and time of opening the price bid shall be communicated to the eligible bidders through web-notification at GEM website <https://gem.gov.in/>

- The bidders have to e-submit the price bid only as per the price schedule available on GEM portal. Any other format for e-submission of price bid shall be out rightly rejected without any further reference to the bidders.
- Do not quote price in the Pre-Qualification, Technical bid or elsewhere, it would lead to your bid getting disqualified without any further reference to the bidders.
- The bid price must be inclusive of all the applicable taxes and duties, fees, GST, and any other charges.
- No any out of pocket expenses shall be paid extra/over and above contract price.
- IIMA reserves the right to negotiate the quoted price with the successful bidder.
- The quoted rates shall remain firm throughout the contract's duration of first year and no revision is permissible for any reason.

4 Bid Evaluation System:

Stage-1: Pre-qualification Bid

Those who qualify as per Pre-qualification criteria will be eligible for Technical Qualification.

Stage-2: Evaluation of Technical Bid

Firms/ LLPs meeting the pre-qualification criteria may be asked to make a presentation to the Evaluation Committee at IIMA. The Evaluation committee will assess the competency of the firm, their ability to understand the needs, experience, and sensitivity to provide services to IIMA. Emphasis will be given to the ability and competency of the firm / LLP to provide high quality services according to the time schedule and in close co- ordination with IIMA.

Based on the details provided to the Institute and the presentation to the Evaluation Committee, Firms/ LLPs will be assigned a technical score.

At the end of this stage, each firm will have technical score (out of 100) associated with it. Bidders getting less than 70 score in the technical bid will not be considered for opening the price bid. Price bids will be opened for the bidders getting score 70 and above.

The QCBS weightage for the technical bid and price bid will be 70:30.

Stage-3: Opening of Part-III - Price bids will be opened for the bidders who qualify in Part-II – Technical Evaluation. Bidders getting 70 and above marks in Technical Qualification shall be considered for opening of their Part-III-Price Bid.

- A. **Technical bid and price bid together will be used to choose “techno- commercially” highest bidder. Under QCBS selection process, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent).**
- B. **Technical bid score**

Step -1: Bidders getting less than 70 in the technical bid will not be considered for the price bid.

Step - 2 (for techno-commercial evaluation): Bidders getting highest technical score will be considered as 70 and others will be adjusted on pro rata rate basis. This will become Technical Evaluation Score = X,

$$X = \text{Technical Evaluation Score} = \frac{70 * (\text{Technical score of an agency})}{(\text{Marks of Highest scored agency})}$$

- C. **Price bid score “Y” shall be as per below,**

Proposal with the lowest cost may be given a financial score of 30 (Thirty) and other proposals given financial scores that are inversely proportional to their prices w.r.t. the lowest offer.

$$Y = \text{Score of Price bid} = \frac{30 * (\text{Price quoted by lowest agency})}{(\text{Price quoted by an agency})}$$

Formula to calculate total score of an agency:

Total Score = X + Y

1. The proposal securing the highest combined marks and ranked H-1 will be invited for clarification, if required and shall be recommended for award of contract. In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1.
2. IIMA reserves the right to negotiate the rates with highest Techno-Commercial Scorer.
3. The decision of IIMA Officials will be final and binding to all for interpretation of any ambiguity. IIMA reserves the right to ask the bidder to submit the price justification sheet including resources, efforts etc.

5 Other terms and conditions:**1. Contract Period:**

The initial Contract will be for a period of one (1) year from the date of award of service/letter of award and on satisfactory completion of one year, the Contract may be extended for a further period up to Three (3) years on annual basis, based on satisfactory and successful execution of work.

The contract shall be in force for the period stipulated in the contract, and on the expiry thereof, it will be deemed to have been terminated automatically unless otherwise intimated in writing. Further, the Contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to anyone else.

2. Fees:

For guidance purposes, the minimum fees to be quoted for Pre-audit work is Rs. 7,08,000 per annum including GST.

3. Pre-Bid Detail(s):

Pre-Bid Date and Time (Tentative)	Pre-Bid Venue
13-11-2024 11:00 AM	Online via Zoom Platform

- Bidders who wish to attend the PRE-BID meeting are requested to register by sending email along with their queries to the address below on or before Date: - 12.11.2024 at 06.00 PM.

- finance-manager@iima.ac.in
- agm-contracts@iima.ac.in

4. Contact person for any clarification:

For Technical Queries:	Name -Ms. Mansi Parikh, (Finance Manager) Email: finance-manager@iima.ac.in Phone: 079-7152 4186 Name- Mr. Vishal Jhaveri, (AGM-F&A) Email: agm-accts@iima.ac.in Phone: 079-7152 4183
For Contractual Queries:	Name- Mr. Vinay Chauhan, (AGM-Contracts) Email: agm-contracts@iima.ac.in am-contracts@iima.ac.in Phone No. 079-7152 4542/4543

5. Earnest Money Deposit (EMD):

₹ 20,000/- (Twenty Thousand only) through DD/Pay Order/NEFT/RTGS from Scheduled Commercial banks payable at Ahmedabad in favor of Indian Institute of Management, Ahmedabad OR through online payment (Link for online payment: <https://web.iima.ac.in/web/127>). Bidders must send EMD (hard copy) to Manager-Finance, Main Campus, Indian Institute of Management Ahmedabad, Vastrapur, Ahmedabad – 380015 to reach on or before the tender submission date and time or up to any other extension provided by IIMA. (In case of online payment, no need to submit physical copy of EMD payment) No hard copies of the bid or any documents in any form, except the EMD amount shall be accepted by IIMA as part of this bidding process.

All applicable bank charges shall be borne by the applicant. Tender submitted without EMD is liable to be rejected. However, MSMEs only with UDYAM/NSIC registered units are exempted from the payment towards cost of EMD on e- submitting valid relevant documents along with Bid security declaration. The required certificate for claiming exemption shall be attached. The decision of IIMA Officials will be final and binding to all for interpretation of any ambiguity. No interest shall be applicable on EMD amount.

6. Release of EMD:

EMD of unsuccessful Bidders shall be returned within 30 days of publishing the technical evaluation result. EMD of successful Bidder shall be returned after deposit of the performance security deposit.

7. Bid Validity:

The bid submitted by the bidder shall remain valid for a period of **SIX (6)** Months from the date of opening of the Price bid. During this period, the bidder shall not be entitled to revoke or vary the content of the Bid or any term thereof. In case of making any variation subsequent to submission of bid at their own, the offer shall be treated as “**REJECTED**” and the Bidder shall be suspended from being eligible for bidding and EMD shall be forfeited without any reference to the Bidder. The Bidder shall be suspended from being eligible for bidding if the bidder prematurely withdraws his bid or the successful Tenderer fails to take up the Work or fails to deposit the performance guarantee.

8. Payment Terms:

The payment of Audit Fees as fixed will be made only after completion of Audit Work and submission of Audit Report on a monthly basis. Completion of Audit includes conduct of audit, submission and discussion of report with IIMA.

Bill for Audit Fees will be submitted to the IIMA. IIMA shall cause payment to the Audit Firm upon receipt of the bill along with supporting documents pro-rata on a monthly basis.

The payment of Audit Fees as fixed will be made only after completion of Audit Work and submission of Audit Report on a monthly basis. Completion of Audit includes conduct of audit, submission and discussion of report with IIMA. Payment will be made based on the certification of IIMA Officials on part OR full completion of work. No Advance Payment will be made. Payments will be made within 30 working days after submission of the corrected copy of the bills.

Payment will be made by E-payment/NEFT/RTGS after deducting the TDS as applicable. Final Payments will be made within 45 working days after submission of corrected copy of the bills.

Payment of Final invoice shall be done only after IIMA verification on GST portal for payment of GST for the invoice.

“IIMA will be able to settle the invoice in full, only after the invoice appears correctly (without discrepancy as against the physical invoice issued) in its GSTR-2B. GSTR2B is a static statement generated after the last date of filing of GSTR1, i.e., 11th of the subsequent month. Only invoices uploaded in Form GSTR1 by due date will appear in our GSTR2B which will be considered by us for matching in that month. Any delay in filing of GSTR1 will automatically result in postponement of matching and availment of ITC in respect of invoices uploaded in such GSTR1 to the next month. This would result in delay in availment of ITC at our end as also a delay in release of payment of invoice amounts to you”.

9. Performance Security Deposit (PSD):

9.1. Performance Security Deposit Amount: The Contractor shall provide a performance deposit in the form of bank guarantee/account payee demand draft/ fixed deposit from a scheduled commercial bank. The amount of performance deposit shall be **05% (Five Percentage)** of the

total contract price, as specified in the tender documents and subsequent contract agreement.

- 9.2. Performance Deposit Submission:** The Contractor shall submit the performance deposit to the Institute within 30 days from the date of Letter of Intent (LOI)/Work Order (WO) or before commencement of the work/services. The performance security deposit shall be submitted in favor of "Indian Institute of Management Ahmedabad", payable in the currency specified in the tender documents and subsequent contract agreement. The validity of PSD must be up to completion of contract period plus one month. Contractor shall provide extended PSD if the contract period is extended. PSD will be released on completion of contract period plus one month to the satisfaction of IIMA official. No interest shall be applicable for PSD amount.
- 9.3. Purpose and Intent:** The purpose of this performance deposit clause is to ensure the commitment and performance of the successful tenderer (hereinafter referred to as "the Contractor") in executing the awarded contract. The Contractor shall provide a performance security deposit as a form of security to protect the interests of the tendering party (hereinafter referred to as "the Institute") in case of non-performance, default, or breach of contractual obligations by the Contractor.
- 9.4. Non/late-Submission of PSD:** In the event that the Contractor fails to submit the required performance security deposit within 30 calendar days from the date of the Letter of Intent (LOI)/workorder by the Institute, it shall be considered a material breach of the contract and shall be dealt with accordingly. In case of unavoidable circumstances, the contractor may approach the institute in advance for availing an extension on submission of PSD without any penal liability. It shall be prerogative of the institute to grant such extension on being satisfied by the reason provided.
- 9.5. Penalty for Non/late-Submission:** The Contractor shall be liable to pay a penalty for the non-submission of the performance deposit within the specified timeframe of 30 days. Beyond 30 days for delay in submission of PSD, the penalty amount for non-submission shall be calculated as follows:

Sr. No	Delay in No. of days (Beyond allowable 30 days)	Penalty imposed*
1.	Beyond 30 days	Rs. 1,000/- per day
2.	Beyond 40th days (10 days beyond the allowable 30 days)	Rs. 1000/- per day and the Institute has right to terminate the Contract.

*Penalty shall be imposed/payable over and above the Performance Deposit.

- 9.6.** In case the contractor fails to submit the Performance Deposit after 40 days of award of LOI/WORKORDER, the Institute shall have right to terminate the Contract, and shall also have an option to 'blacklist' the contractor for a minimum term of 3 years.
- 9.7.** Any such amount due for payment shall be received from either EMD amount or the contractor's immediate invoice. **(Proforma for bank guarantee attached as Annexure-H)**

10. Taxes, Labour laws and other regulations:

The bidder/service provider will be exclusively responsible to meet and comply with all legal requirements related to the service. The bidder/service provider shall accept and bear full and exclusive liability for the payment of any and all existing taxes of the Central or State Government or of any other authority with respect to the contract or any item sold or supplied pursuant thereto or anything done, or service rendered pursuant thereto. The bidder/service provider/firm shall be responsible to abide by legal and labour provisions prescribed by the Government of India which shall include Income tax, Insurance, Accident, ESI, PF, Minimum Wages, Contract Labour R&A Act, etc. The minimum wages shall be as of GUJARAT State labour laws.

The Bidder/service provider shall be responsible for issuing of Tax Invoices, filing of statutory return and deposit of statutory taxes within the time limit as prescribed in law. Any interest/Penalty/taxes (non-availing Input tax credit due to mismatch to GSTRN) which is required to be paid by IIMA due to default by the Bidder/service provider to comply with the above-mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Bidder/Service provider and adjustment shall be made when mismatch is attended and solved, and credit is extended to IIMA.

Apart from compliance mentioned at above para, in the event of nonpayment/default in payment of taxes and duties and any other statutory compliances, under any other Local/State/Union Government Statute, IIMA reserves the right to withhold the dues/payment and make payment to Local/State/Union Government authorities or to Labourers, as may be applicable.

11. Confidentiality

- i. The parties agree to maintain secrecy and confidentiality of all confidential information exchanged or to be exchanged between them in relation to scope of service of this Tender.
- ii. Both parties agree to restrict access and disclosures of confidential information to such of their employees, agents, vendors and parties to this Tender. Agency shall not use the brand mark and/or logo of IIMA in any other future activity where IIMA is not involved.
- iii. For purposes of this Tender, "Confidential Information" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Receiving Party or its Representatives, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; (v) any other information that should reasonably be recognized as confidential information of the Disclosing Party; and (vi) any information generated by the Receiving Party or by its Representatives that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.
- iv. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: a) was lawfully possessed, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to Disclosing Party to maintain confidentiality; (c) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Tender; (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, and (e) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Tender, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.
- v. For the purpose of this clause Confidential Information shall mean to include information exchanged between the Parties including:
 - Intellectual property information;

- Technical or business information or material not covered in (i); the publicly provided information released;
- Proprietary or internal information;
- Any & all derivative works, reports, database or document called by any name whatsoever, created using information provided by IIMA.
- Information disclosed pursuant to this Tender;
- All such other information – which by its nature or the circumstances of its disclosure is confidential and all such information of whatever nature and exchanged between the parties hereto and which by mutual Tenders to be treated as confidential;
- This Tender and its terms and conditions.

Confidential information shall at all times remain the sole and exclusive property of the disclosing Party. Upon request of the disclosing party, the information shall be destroyed or returned as requested followed by a written confirmation. The party in possession of the confidential information shall be responsible for the destruction and/or return of information to other party as needed. Any consequential events arising out of non-destruction/non-return of information shall be the responsibility of the party retaining the information subject to duty of confidentiality being maintained at all times.

12. Termination:

12.1. Termination due to Audit firm's Default

If the contractor is in default under any of the provisions of this Contract including but not limited to:

- a. failure to proceed with all or any part of the Contract or Contract Work with due diligence.
- b. failure to execute all or any part of the Contract or to perform any other obligations in accordance with the Contract.
- c. refusal or neglect to make good defective Work or after being instructed to do so by IIMA.
- d. going into liquidation (other than a voluntary liquidation for the purpose of reconstruction) or having a receiver appointed for all or part of its undertaking.
- e. delay in executing the Contract such that Liquidated Damages are due under the terms of the Contract.
- f. abandoning the Contract.
- g. assigning or subletting any part of the Contract Scope of Work without the prior written approval of IIMA.
- h. failure to comply with any Applicable Law.
- i. failure to submit PSD (performance security deposit) as per PSD clause.

Then, and in any such event and without prejudice to any other rights or remedies that IIMA may have, IIMA may issue contractor written notice describing the default. If contractor does not commence remedy of the default within (10) Ten days after receipt of the notice, IIMA may terminate all or any part of the Contract Work under this Contract and may then complete or have others complete all such terminated Work at the contractor's sole risk and cost. In case of such termination, contractor shall not be entitled to receive further payment, until the terminated Work is completed and accepted by IIMA. If the costs incurred by IIMA, including costs incurred in performing additional services to complete the Contract Scope of Work and IIMA's overheads in this regard, exceed the unpaid balance of the Contract Price, the contractor shall reimburse IIMA such excess within (10) ten days after receipt of an invoice thereof. The rights and remedies provided in this article are in addition to the rights and remedies provided to IIMA by law, equity, or under any other Article in this Contract. Such termination will not relieve the contractor of its responsibility to its laborers, suppliers, or any other creditors, including IIMA.

12.2. Termination without cause:

Notwithstanding any of the above terms, this contract can be terminated by IIMA without assigning any reason by giving the other party thirty (30) days written notice of termination.

The termination of the Contract shall not relieve the Contractor of any continuing rights, obligations, and liabilities under the Contract.

Further, after termination of contract the work done by the vendor up to the date of cancellation of contract will remain the property of IIMA and the vendor cannot claim his right on the same.

While terminating this contract due to the reason as mentioned in **13.1 & 13.2** above, it is agreed that IIMA will make payments to the vendor on pro rata basis for delivered service and other actual costs incurred by service provider which is duly certified by authorized officer of IIMA made up to the day of cancellation of the Contract excluding the taxes.

13. Conflict of Interest among bidders:

Conflict of Interest is defined as:

If the bidding firm or their personnel have relationships or financial or business transactions with any official of the Institute who are directly or indirectly related to tendering process or execution process of tender; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the tendering process or for personal gain or in any other ways.

Conditions & remedies for conflict of interest:

1) The Bidder will take all appropriate steps to ensure that bidding firm is not in a position where there is or may be a conflict of the financial or personal interests of the bidding firm and the institute.

(2) Any breach of this Clause will result in cancellation eligibility for tendering.

(3) A conflict of interest may arise in situations including but not limited to where a member of the Bidder or any of its affiliates:

- is related to IIMA who both form part of the same team performing the work/services under the respective tender.
- has a business interest with IIMA who is part of the same team is performing the work/services under the respective tender.
- has been provided with, or had access to, information which would give the Bidder an unfair advantage in a further competition procedure.

(4) Where the Bidder identifies a risk of a conflict or potential conflict, they will (at the time of bidding) inform the IIMA officials of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the IIMA as soon as possible during bidding process. On receiving this notification, the IIMA will, at its sole discretion, notify the Bidder if the mitigation arrangements are acceptable or whether the risk or conflict remains a Breach.

(5) The IIMA reserves the right to terminate the bidder from tendering process immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the IIMA, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the bidder and the duties owed to the IIMA under the provisions of the tender. The actions of the IIMA pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the IIMA.

The rights and remedies provided in this clause will supersede any rights and remedies provided under any other Article in this tender, in which matter the decision of IIMA official shall be final.

14. Invoice:

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

15. Dispute Resolution:

If any dispute, difference, controversies or claims of any kind whatsoever shall arise between IIMA and the successful bidder, they shall seek to resolve any such dispute or difference by amicable mutual consultation and deliberation in good faith within 21 days from the date of intimation of such dispute, difference, controversies, or claims by referring it to the Director of IIMA.

If IIMA and successful bidder fail to resolve such dispute or difference, controversy, or claim by mutual consultation, then either Party may give the other, a formal notice in writing that the dispute, difference, controversy, or claim exist specifying its nature, the point(s) in issue and its intention to refer such disputes, differences, controversies, or claims to arbitration under the Arbitration and Conciliation Act, 1996. The sole arbitrator shall be appointed mutually having requisite technical expertise to adjudicate such nature of disputes. The decision of sole arbitrator shall be binding on both the parties. Arbitration shall be held in Ahmedabad; India and the arbitration proceedings shall be conducted in the English language. The arbitrator will be requested to give their award in 60 days' time. The award shall be a reasoned award and the same shall be final and binding on the Parties. The award shall be entered in the courts at Ahmedabad and such courts may order enforcement of the award against the Parties and their respective successors and permitted assignees. The costs and expenses of the arbitration shall be borne equally by both the parties. The courts in Ahmedabad shall have exclusive jurisdiction.

16. Assignment and sub-contracting:

The successful bidder shall not assign, sub-contract or sub-let the whole or any part of the contract in any manner. In case of unavoidable circumstances, the successful bidder shall be able to do it with approval of the IIMA officials. However, the job shall be sublet only to the party approved by IIMA officials.

17. Authorization:

Bidder signing the tender form or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warranty that he has authority to bind the Bidder. If subsequently comes to light that the person so signed had no authority to do so, IIMA may, without prejudice to any other civil & criminal remedies cancel the tender and hold the Bidder liable for all costs, charges and damages.

18. Conditional Bids: Not Accepted

Conditional bids or Bids based on the process / basic schemes other than mentioned and / or not conforming to the technical specifications / requirements of the Bidding documents will not be considered.

19. Force Majeure:

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including but not limited to delays due to floods, fires, accidents, earthquakes, pandemic, epidemic, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance. However, there will not be any additional cost implications towards IIMA for such delay in performance, and the successful bidder agrees to complete scope of service & meet his obligations under contract for the cost agreed in LOI/ Work order.

20. Insurance:

The successful bidder has to declare on his letter head within 15 days from the date of award of work order /LOI that he has taken sufficient insurance coverage. IIMA will not have any liability towards any of Audit firm's personnel or in any Insurance related matter.

21. Escalation / De-Escalation of Rates:

The rates shall be firm till the contract period of one year. In the case of extension of contract (if any) beyond one year the price may escalate maximum up to 10%, which will be mutually decided keeping in mind the inflation and modifications in scope of work.

22. Limitation of liability:

The aggregate total liability of the service provider to IIMA under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- a) In the event of breach of any Applicable Law.
- b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the service provider; or
- c) In the event of acts or omissions of the service provider which are contrary to the most elementary rules of diligence which a conscientious service provider would have followed in similar circumstances; or
- d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- e) For any damage to any third party, including death or injury of any third party caused by the service provider or any person or firm acting on behalf of the Contractor in executing the Works. Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

23. Interpretation:

The Special conditions of Contract shall be read in conjunction with all other documents forming of this contract. Notwithstanding the sub-divisions of the documents into these separate sections, every part of each shall be deemed to be supplementary to and complimentary of every part and shall be read with and into the contract.

24. Indemnity:

The contractor shall indemnify and keep indemnified to the Institute against all losses and claims for injuries and or damages to any person or property. The contractor shall abide by and observe all statutory laws and regulations in matters of Labour Law, Factory Act, Explosive Act, servicemen Compensation Act, GST, Royalty, Excise Duty, Octroi, services Contract etc. and shall keep the Institute indemnified against all penalties and liabilities of every kind for breach of any such statute ordinance or law/regulations or by laws. The contractor shall not employ child labour. Payment to servicers must be according to the Minimum wages act. The Agency acknowledges that monetary damages alone would not be an adequate remedy for any breach of the provisions of this Contract. Accordingly, in addition to all other remedies available at law or in equity or any other relief, which may be available to IIMA, IIMA shall be entitled to seek equitable relief of any kind including but not limited to injunctive relief and the right to seek specific performance against Agency. The Contractor at all times should indemnify IIMA against all claims, damages, or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act,1923; Industrial Disputes Act, 1947; Shops and Establishment Act or any modification thereof or any other law relating thereto, and rules made thereunder from time to time. IIMA will not own any responsibility in this regard.

25. Compliance with IIMA's rules and regulations:

The Contractor shall comply with all norms stipulated by the IIMA such as Gate Passes, security, maintenance of cleanliness, discipline & decency at and around the work site, safety precautions and safety regulations.

26. Jurisdiction:

In case of any dispute during tendering (Pre/post award) legal proceedings shall be held in Ahmedabad, India and the legal proceedings shall be conducted in the English language.

27. Prices/taxes duties:

The Bidder should quote firm prices/ rates inclusive of all Taxes like Duties, Levies, Personal Tax, Corporate Tax, worker welfare cess, Labour welfare Cess etc. and all other expenditure required to be incurred by him/her for providing required construction work etc. during the contract period as indicated under this tender and after wards no variation on any account unless otherwise specifically mentioned will be allowed. (The contractor will indemnify IIMA against all statutory liabilities present and future, arising out of this contract.)

28. Error in Tender submission:

IIMA does not take any responsibility for the tender being wrongly submitted in the GEM Portal and malfunction of the system at bidder's end or not received in the portal by the stipulated date and time.

29. Compliance of statutory obligations:

The bidder will be required to comply with all statutory obligations from time to time applicable to this contract. In the event of violation of any contractual or statutory obligations by the bidder, the bidder shall be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against IIMA by any individual, agency, or government authority due to the acts of the bidder, the bidder shall be liable to make good / compensate such claims or damages to the IIMA. As a result of the acts of the bidder, if IIMA is required to pay any damages to any individual, agency or government authority, the bidder would be required to reimburse to IIMA such amount along with other expenses incurred by IIMA or IIMA reserves the right to recover such amount from the payment(s) due to the bidder while settling its bills.

30. Non-compliance:

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

31. Vacation of the premises:

The Contractor shall give vacant possession of the facilities/premises made available to the Contractor by IIMA and return all furniture, fixture, equipment, and other items made available by IIMA in good condition after the contractual period is over or if the contract is earlier terminated. Handing over of the vacant possession of the premises and equipment etc. shall be effected within 15 days of the completion of the period of contract or termination of the contract. If the Contractor fails to do so, the Owner shall be free to take possession of the premises by opening lock(s), if necessary, and make out an inventory of all furniture material and equipment and shall be free to deduct from the Contractor's bill(s) or security deposit, any item found to be missing at the replacement cost of the material/equipment, furniture etc. given to the Contractor by IIMA.

32. Safety and Security:

Contractor shall abide by the safety code provisions, EHS provisions as per safety code framed from time to time by the government/statutory authorities.

Annexure-A
Bidder's Detail

Sr. No	Description	Document required	Details	Attached Yes/No	Page No.
1	Name of the Agency				
2	Registered Address				
3	Phone/Mobile Nos.				
4	E Mail ID		-		-
5	Organisation Type (The bidder shall be legal entity as per GOI regulations and laws of the land (Joint venture shall not be allowed))	Attach the Copy of Partnership Deed OR LLP Deed OR Registration certificate OR Latest constitution certificate/Firm card issued by ICAI			
6	CA firms/ LLPs with at least 10 years of relevant experience as on 31.10.2024.	Latest constitution certificate/Firm card issued by ICAI.			
7	CA firms/ LLPs with at least 10 partners having 10+ years of relevant experience as on 31.10.2024.	Latest constitution certificate/Firm card issued by ICAI.			
8	Total strength of CA (Partners +Paid CA assistants) should not be less than 20.	Latest constitution certificate/Firm card issued by ICAI.			
9	Experience in pre auditing of PSU/Local Authority/ Central Autonomous bodies (CAB) for at least 3 years out of latest 7 years.	Bidders to provide Work Order and Work Completion Certificate as per Annexure-C .			

10	Head Office/ fully operational branch office in Ahmedabad/Gandhinagar having strength of Chartered Accountants at Ahmedabad/ Gandhinagar office not less than 7.	Self-declaration containing office location and list of Chartered accountants may be submitted as Documentary evidence.			
11	Not associated with IIMA for Statutory or pre- audit work in last 4 years (including FY 2024-25).	An undertaking letter for the same on Company Letterhead.			
12	Other mandatory documents as per PQ Criteria. (Scanned documents duly signed and stamped on Company's Letter head)	GSTIN (Registration certificate) Copy self-attested.			
		PAN Copy (Self attested)			
		Annexure-A			
		Annexure-B			
		Annexure- C			
		Annexure-D			
		Annexure-E			
		Annexure-F			
		Annexure-G			
		Annexure-I			
	Non Disclosure Agreement				

13	EMD	<p>EMD payment detail</p> <p>OR</p> <p>Certificate for exemption (Udyam/NSIC) + Bid Security Declaration</p>	<p>EMD Payment detail:</p> <ol style="list-style-type: none"> 1. Mode of Payment: 2. Transaction No.: 3. Date of Transaction: <p>OR</p> <p>Certificate for exemption:</p> <ol style="list-style-type: none"> 4. Type of certificate: 5. Validity of the certificate: 6. Bid Security Declaration 		
14	Other Details (IF ANY)				

Annexure-B

Part - I

Tender acceptance letter & Price bid undertaking
(To be given on Company Letter Head)

To,
Indian Institute of Management Ahmedabad
Vastrapur, Ahmedabad 380 015

Sub: Acceptance of Terms and Conditions of Tender & Price bid undertaking. Tender Reference No: IIMA/Contracts/GEM-032/2024-25.

Dear Sir,

We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://gem.gov.in/>

Name of Tender: _____ as per your advertisement, given in the above-mentioned website(s). We hereby certify that:

1. We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by IIMA too have also been taken into consideration in its totality / entirety, while submitting this acceptance letter.
3. We offer to work at the rates as indicated in the Price Bid, inclusive of all applicable taxes except GST component and GST if applicable will be paid extra as mentioned in separate column of Price bid format.
4. We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking and there has been no litigation with any Government department on account of these services.

We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then IIMA shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure-B
Part – II
PARTICULARS OF BIDDER

1. Name of the bidder _____
 (a) Trade Name (in Block letters) _____
 (b) Status of the Bidder _____
 (Proprietorship/Partnership/LLP/Limited Co.) (in Block letters)
 (c) Name of Proprietor/Partners/CEO/Directors _____
 (in Block letters) _____
 (d) Date of Establishment _____
2. Postal Address _____
3. Telephone/Mobile No. _____
4. E-mail / Website address (if available) _____
5. Bank Draft No, date, Bank name and amount
 (if applicable)/ MSME or NSIC Regn. No. _____
 (a) MSME/NSIC Regn. No. (if applicable) _____
 (Enclose self-attested photocopy)
6. Name of the Banker, Branch Name & address
 (in Block letters) (for e-payment purpose) _____
 A/c No.: _____
 A/c Type: Branch Code: _____
 IFSC Code: _____
7. PAN (Enclose self-attested photocopy) _____
8. GST Registration No. _____
 (Enclose self-attested photocopy) _____
9. Any other Relevant Information _____
 (e.g., Number of Years of Experience in similar line of Business / Turnover for last financial year)
10. Lab. License / EPF / ESIC Reg. No. (if applicable) _____ (Enclose self-attested photocopy)
11. Any other relevant information e.g., Number of years of experience in similar line of business and must be profit making organization in any two years out of last three consecutive financial years as on 31.3.2023. Please enclose copies of audited balance sheet and profit & loss account of last three consecutive years ended 31.3.2023 by a Chartered Accountant must be uploaded.

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No. **IIMA/CONTRACTS/GEM-32/2024-25**. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “ _____ (name of the work or supply)”

Signature _____

Name of the bidder _____

Date _____

Official seal of bidder _____

✓ **NOTE: Please upload all the above-mentioned supporting documents with seal and signature for verification.**

Annexure-CList of Work orders and Work Completion Certificates

Sr. No.	Department/ Company Name	Work Description	Contract Value (Rs.)	Contract start Date	Contract Completion Date	Work order attached YES or NO	Completion Certificate attached YES or NO	Page No. on submitted document
1								
2								
3								
4								
5								

Company Name: _____

Name of Authorized Person: _____

Authorized Signatory: _____

Date: _____

Annexure-D**CA Turnover Certificate**

(Format of the CA Certificate to be submitted by the Firm)

Dear Sir/ Ma'am,

This is to certify that M/s _____ having office at _____ are in the business of for completed years (considered up to 31-March of last Financial Year). Their Turnover in each Financial Year during the preceding years (years in words) are as given below:

SR. NO.	FINANCIAL YEAR	ANNUAL TURN OVER IN INR
1	2021-2022	
2	2022-2023	
3	2023-2024	

This is further certified that the above Turnover is in line with the Turnover declared by the Business in their Income Tax Returns filed under PAN No:

[UDIN] _____

For _____, Chartered Accountants

Partner, M. No/ FRN No. _____

Date: _____

Place: _____

Annexure-E

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH
REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

INDIAN INSTITUTE OF MANAGEMENT AHMEDABAD

Dear Sir/ Ma'am,

We hereby confirm and declare that we, M/s _____, is not blacklisted/ De-registered/
debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other
agency for which we have Executed/ Undertaken the works/ Services during the last _____ years.

For _____

Authorized Stamp and Signatory

Date:

Annexure-F

Form of Bid Security Declaration

Date: [insert date]

Tender No.:[insert Tender number]

To,

Indian Institute of Management, Ahmedabad
Vastrapur,
Ahmedabad -380015

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we may automatically be suspended from being eligible for bidding in any contract with you, Indian Institute of Management, Ahmedabad (IIMA), if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the tender document (hereinafter “the tender document”); or
- having been notified during the period of bid validity specified in the tender document, about the acceptance of our Bid by you,
 - fail or refuse to execute the Contract Agreement within the time period specified in the tender document,
 - fail or refuse to furnish the performance security, in accordance with the tender clause within the time period specified in the tender documents,
- not accept the correction of arithmetical errors in price bid; or
- breach a provision of the Code of Integrity.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____ [insert signature of person whose name and capacity are shown]

Name: _____ [insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____ [insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name and address of the Bidder] Dated on day of , 2023 [insert date of signing]

Corporate Seal _____ [affix corporate seal of the bidder]

Annexure-G
Declaration (On Company Letter Head)

It is certified that I/We_____ do not have any relation either personal/professional/legal/commercial with any of the employees /staff / consultant of IIMA as specified in the tender documents. In case at any stage, it is found that the information given by me is false /incorrect, IIMA shall have the absolute right to take any action or to terminate the contract as deemed fit without any prior intimation to me.

OR

Below mentioned person is/are working with us either who is near relative of the employee/ staff/ consultant of IIMA.

Sr. No.	Name of the employee of the Tenderer	Name & designation of the Officer of the IIMA

OR

Below mentioned person is/are in our relation, who is either working in IIMA or has relation with the person working in IIMA.

Sr. No.	Name of the relation of the Tenderer	Name & designation of the Officer of the IIMA

Date:

Tenderer's Signature & Seal

Place:

Annexure-H**PROFORMA OF BANK GUARANTEE FOR
PERFORMANCE SECURITY**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Ref No. _____

Bank Guarantee No. _____

Date _____

To,

INDIAN INSTITUTE OF MANAGEMENT AHMEDABAD

Vastrapur, Ahmedabad – 380015

In consideration of **INDIAN INSTITUTE OF MANAGEMENT AHMEDABAD** an institute having office at Vastrapur, Ahmedabad-380015(hereinafter referred to as the "Institute" which expression shall unless repugnant to the context include its successors in interest and assigns) having entered into a contract dated _____ (hereinafter called the "CONTRACT" which expression shall include all the amendments thereto) at with M/s. _____ India (hereinafter referred to as the "CONTRACTOR" (which expression unless repugnant to the context or meaning thereof, shall include its successors, administrators, executors and assigns) and such contract having been signed and accepted by the Contractor at _____ Rs. _____ for project for a value of

AND WHEREAS under the terms of the said Contract, the Contractor is required to submit a PERFORMANCE Guarantee for the due, punctual, satisfactory and faithful PERFORMANCE of the entire Contract to the context of % of the Contract Sum. We (BANK NAME AND ADDRESS) (hereinafter referred to as the "Bank") hereby agree, guarantee and undertake that we shall forthwith, immediately and immediately upon receipt of written intimation/demand/letter/claim from you viz., INDIAN INSTITUTE OF MANAGEMENT AHMEDABAD addressed to the bank, pay to **INDIAN INSTITUTE OF MANAGEMENT AHMEDABAD** without any deduction, reservation, protest, demur, delay or reference to M/s. _____ the aforesaid sum of Rs. _____ (Rupees _____ Only) irrespective of and notwithstanding any dispute or demand to contrary made/raised by the Contract.

1. We further undertake and agree that we shall make payment to you of the aforesaid amount of Rs. _____(Rupees _____ Only) immediately upon demand being made, as aforesaid, without in any manner referring to, or seeking consent of or instructions from the Contractor and without in any manner, explicitly or by conduct, issuing notice of our intent to honor our commitment under this guarantee or on the issue of any instructions to the contrary issued by the Contractor. Any such demand made by the Institute on the Bank shall be conclusive and binding notwithstanding any difference between the Institute and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority or any instructions, letter contrarily issued by the Contractor. We agree that Guarantee herein contained shall be irrevocable and shall continue to be in force and enforceable till it is specifically discharged by the Institute by issuance of a letter/certificate to such effect. No periodic renewal by the bank shall be necessary.
2. The Institute shall have the fullest liberty, from time to time, without in any way affecting the liability of the Bank under this Guarantee to extend the time for PERFORMANCE of the Contract by the Contractor, or vary the terms of the Contract. The Institute shall have the fullest liberty without affecting this Guarantee to postpone, from time to time, the exercise of power vested in them or of any right which they might have against the Contractor and to

seek compliance with any covenants contained or implied in the Contract between the Institute and the Contractor or any other course or remedy or security available to the Institute. Notwithstanding any such extension or variation, the Bank shall not be released of its obligations as assumed under these presents by the exercise by the Institute of any liberty with reference to matters aforesaid or any of them or by reason of any act or forbearance or other acts of Institute or any other indulgence shown by the Institute to the Contractor. We agree that irrespective of such extension of time or variation in contract, our liability to pay the aforesaid amount of Rs. _____(Rupee _____Only) without demur, objection shall continue to remain unaltered, enforceable and valid.

- 3. The Bank further agrees that the Institute, at its option, shall be entitled to enforce this Guarantee against the Bank, without in the first instance proceeding against the Contractor or making any demand upon the Contractor to pay and notwithstanding any security or other Guarantee that the Institute may be possessed of in relation to the Contractor's liabilities, either in relation to this agreement or otherwise and our liability to make unconditional payment on demand by the Institute shall not be affected or diluted and shall remain valid, enforceable and unaltered.
- 4. We further agree that for the purpose of this Guarantee any notice issued to us by the Institute and the amount claimed in such notice as being payable by the Contractor to the Institute shall be deemed to be correct and shall not be disputed or questioned by us but shall be paid in the manner herein before stated forthwith and without delay. We further agree that this guarantee shall not be affected by any change in our constitution or that of the Contractor. We further undertake not to revoke this guarantee during the period of its validity viz., till the Institute discharges us, in writing, as aforesaid, notwithstanding any dispute, difference between the Contractor and ourselves and our bankers' lien either general or particular in relation to the Contractor shall not include the amount guaranteed to the Institute under this guarantee.

Dated this the _____ day of _____ 2023, at _____.

WITNESSES:

SIGNATURE

NAME

OFFICIAL ADDRESS

SIGNATURE

NAME

(DESIGNATION WITH BANK STAMP)

Attorney as per power of Attorney No Dated:

Annexure-I

Certificate For No Deviation

Declaration (On Company Letter Head)

This is with reference to Tender enquiry No.: _____

for Indian institute management Ahmedabad.

I, _____, _____ Of M/s. _____

Hereby certify that there is no deviation from the Tender conditions, either technical or commercial and I am agreeing to all the terms and conditions mentioned in the tender.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid tender reference.

Date:

Bidder Signature & Seal

Place:

NON-DISCLOSURE AGREEMENT**Date:**

The agency _____, is awarded the _____ (scope of work) as per tender no. _____ and work order No. _____ dated _____.

_____ (Agency Name) hereby expressly agrees to maintain and preserve the confidentiality of the information. _____ (Agency Name) undertakes to treat the information as being strictly private and shall not divulge, disclose or communicate either orally or in writing to any third party or use or exploit for any purpose other than for the limited purpose for which it is conveyed. _____ (Agency Name) will take all precautions to eliminate the risk of unauthorized persons getting excess to confidential information. Further _____ (Agency Name) hereby expressly agrees that, any information about IIMA business related such as domain of the project, Product Specification, trade secret, methodologies, reports and system formats, business or financial information, information about students of IIMA or their Alums, any POC or samples, any technical or conceptual information about IIMA, any technical / business drawing will not be disclosed. _____ (Agency Name) will indemnify, defend and hold harmless IIMA (including without limitation its affiliates, its employees, agents, officers and directors) from any and all loss, harm, damage liabilities, third party claims, demand, actions or threat of action, suffered by IIMA who is the owner of such Confidential Information, arising out of any use, misuse or disclosure of such Confidential Information for any purposes other than permitted by IIMA. _____ (Agency Name) understands that if IIMA is not adequately compensated in the event of breach of the obligations as set out in this Agreement by _____ (Agency Name), then in addition to any other relief, which may be available to IIMA, IIMA shall be entitled to seek equitable relief of any kind including the right to seek specific performance, rescission, restitution or other injunctive reliefs against _____ (Agency Name), none of which rights shall be affected or diminished thereby.

Sign and Stamp of authorized person.