

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	01-07-2025 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	01-07-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Gujarat
विभाग का नाम / Department Name	Labour And Employment Department Gujarat
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Kaushalya The Skill University Ahmedabad
क्रेता ईमेल / Buyer Email	buycon3.ledg.gj@gembuyer.in
वस्तु श्रेणी / Item Category	Financial Audit Services - Hiring a CA firm for Preparation of Statutory Audit of Kaushalya The Skill University; CAG Empaneled Audit or CA Firm
अनुबंध अवधि / Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	5 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है / Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड से रिवर्स नीलामी सक्रिय किया / Bid to RA enabled	Yes

बिड विवरण/Bid Details	
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

लाभार्थी /Beneficiary :

Registrar
Kaushalya The Skill University Ahmedabad, Labour and Employment Department Gujarat, N/A,
(Registrar)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. 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.
3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
 - v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of Years of firm/company's existence as per ICAI certificate as per ATC document

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 document

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 document

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification as per ATC document

Number of XX fulltime CA's required and YY professional audit staff as per ATC document

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Experience	40	20	View file	Yes
Government Client	40	10	View file	Yes
No. of Chartered Accountants	20	10	View file	Yes

Total Minimum Passing Technical Marks: 60

Financial Audit Services - Hiring A CA Firm For Preparation Of Statutory Audit Of Kaushalya The Skill University; CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Scope of Work	Hiring a CA firm for Preparation of Statutory Audit of Kaushalya The Skill University
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Statutory Audit
Category of Work under Financial Audit	Hiring a CA firm for Preparation of Statutory Audit of Kaushalya The Skill University
Type of Industries/Functions	Hiring a CA firm for Preparation of Statutory Audit of Kaushalya The Skill University
Frequency of Progress Report	Quarterly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Quarterly
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Nayankumar Rameshbhai Patel	380052,C/o Mahatma Gandhi labour Institute, Drive-in Road, Memnagar, Ahmedabad - 380052, Gujarat	1	N/A

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

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. Buyer Added Bid Specific ATC

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) Quoted Price must include GST

2) The bidder has to pay the Earnest Money Deposit (EMD) of Rs. 2400/- in favour of Registrar, Kaushalya - The Skill University.

3) KSU will work with Statutory Audit Firm , Internal Audit Firm and Day to Day Accounting Firm so one Firm who is working with KSU must not be part of other two Scope of Work.

(Example: If "X" firm is given Statutory Audit work then it is not allowed to work in Internal Audit work & Day to Day Accounting work)

अस्वीकरण/Disclaimer

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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional

terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

---धन्यवाद/Thank You---

BID DOCUMENT

Bid for hiring CA firm for Preparation of Statutory Audit of Kaushalya-The Skill University

Bidding Authority: Kaushalya – The Skill University (KSU)

Name of Work: Hiring a CA firm for Preparation of Statutory Audit of Kaushalya – The Skill University

Last Date & Time of Bid Submission: As per Bid Document.

Un-priced Bid Opening: As per Bid Document.

Date & Time: As per Bid Document.

Temporary Address: Kaushalya-The Skill University
Chandkheda Campus: Block-3, VGEC
Campus, Chandkheda, Ahmedabad-382424

Kaushalya-The Skill University invites offer through e-tender for Hiring an Agency of CA for Preparation of Statutory Audit of Kaushalya-The Skill University.

Offer is invited from the agency experienced in activities like preparation of Statutory Audit.

Proposals are hereby called from the Bidders having capability for preparing Statutory Audit of Kaushalya-The Skill University.

Bidders who wish to participate in this bid will have to register on <https://gem.gov.in> Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from any agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

Proposal in the form of BID is requested for the item(s) in complete accordance with the documents to be uploaded as per following guidelines.

1. Bidder shall submit their bids on <https://gem.gov.in>.
2. This procurement shall be executed under the relevant GeM Service Category: Accounting and Book keeping Services. Bidders must ensure their registration is active under this category.
3. Submit a Bid Security Deposit amounting to 5% of the contract value in a sealed envelope clearly superscribed, at the time of award of the contract, to Kaushalya – The Skill University. The deposit must be in the form of a Demand Draft, payable to "Registrar, Kaushalya – The Skill University", at Ahmedabad.
4. The successful Bidder has to furnish a performance security so as guarantee his/her (Bidder) performance of the contract. The Security Deposit has to be submitted within fifteen (15) working days of receipt of award in accordance with contract terms and condition and Performa provided in the RFP. The Security Deposit shall be valid up to 60 days beyond the expiry of contract.
5. The Security Deposit should be from all Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-Operative Bank of Gujarat (operating in India having branch at Ahmedabad/Gandhinagar) as per the G.R. no. FD/MSM/e-file/4/2023/4020/DMO dated 11.03.2024 issued by Finance Department or further instruction issued by Finance department time to time. The Performance Security shall be denominated in Indian Rupees.
6. No interest shall be payable on the Security Deposit amount. KSU may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.
7. The proceeds of the performance security shall be payable to KSU as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
8. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
9. Services offered should be strictly as per requirements mentioned in this Bid document. Please spell out any unavoidable deviations, Clause/Article-wise in your bid under the heading Deviations.
10. Bidder's offer for services as mentioned will remain valid as per the bid document.
11. In addition to the bid document, the following sections uploaded are part of Bid Documents.

Section: 1	Eligibility Criteria
Section: 2	Scope of Work
Section: 3	Instructions to Bidders
Section: 4	Technical and Financial Evaluation
Section: 5	Award of Contract
Section: 6	Confidentiality
Section: 7	Formats of Form

Important Dates & Details:

1	Last Date & Time for Submission of Bids electronically on https://gem.gov.in	As per Bid Document
2	Contact Person	Mr. Nihar Joshi Mo.: 9427419848

This tender is governed by the terms and conditions of the Government e-Marketplace (GeM). The final award and contract execution shall be done through the GeM platform.

Chapter - 1

Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the Bid document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial wherewithal that would be required for successful Statutory Audit preparation of Kaushalya – The Skill university.

Sr. No.	Eligibility Criteria	Document to be submitted with proposal*
1.	Registered with ICAI Category III or above (latest classification)	Copy of registration certificate. The firm must have at least one Partner (Chartered Accountant) who is empaneled by CAG. Registration certificate FY 2023-24 and Provisional FY 2024-25.
2.	Turnover: The firm/company should have average annual turnover of Accounting Services at least Rs. 15 Lakh in last 3 F.Y 2021-22, F.Y 2022-23 & F.Y 2023-24.	CA Audited Summary Statement along with Profit & loss statement, and Turnover Certificate.
3.	Past Experience The bidder should have experience of at least 5 years (university/government institutes/educational institutes/govt. undertakings preferable).	Work Orders issued by client/Project completion certificate Along with Self certified Summary for the said experience in order of recent being first.
4.	Employees/Partner: Min. 2 CA	Copy of valid CA Certificate
5.	Blacklisting: Bidders or any other Firm/Company, who is service provider in this project, should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat/Government of India and /or black-listed by Gujarat state Government departments or Any Central Government Departments.	Submit a self-declaration as per draft enclosed as Annexure –1.
6.	The bidder should have office in the District Ahmadabad (Gujarat) Location.	Please attach the copy of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/GST Registration/Lease agreement/MSE Certificate.
7.	The bidder must have a valid GST registration in India.	Proof of a valid GST Certificate.
8.	Income tax returns of last 5 years with Audit Report (FY 2020-21,2021-22,2022-23,2023-24,2024-25)	Copy of IT Return

9.	Firm Registration Certificate	Copy of Certificate
10.	Partner's Documents	PAN Card, Membership No.

Note: All the details and the supportive documents for the above-mentioned terms should be uploaded in eligibility section in the bid.

Compliance with all the documents and eligibility criteria specified above is mandatory.

Chapter - 2

Scope of work

- To verify financial regularity of financial statements and accounts produced as per norms of statutory audit.
- To check and verify the Audit report as well as quarterly Audit report submitted by the Statutory Auditor firm regarding accounting records of the University.
- Checking and verification of Government Grants (Central / State) received and utilized and their quarterly reconciliation report.
- Scrutiny of all assets and liabilities account to ensure their correctness.
- Ensure that KSU policies, rules, regulation and procedures are adhered to is all accounting matters and transactions with its DOP.
- To discuss the draft Statutory Audit Report of KSU with Authorities and incorporate necessary changes before issuing final Statutory Audit Report.
- For Statutory audit report of the University, the inputs of officer designated by KSU, CA of the book keeping firm and CA of the Statutory Audit firm will be obtained before issue of final statutory audit report.
- If KSU requires any suggestions from the firm regarding Accounting Matters/Tax Matters/Income Tax/GST/any direct or in direct tax or any other matters, the firm must submit their advice about the same
- For all matters, the statutory auditor will co-ordinate with Registrar and Controller of Accounts of KSU.
- Your firm will be required to complete the work within the due dates prescribed by Government from time to time; with accuracy and in well-documented manner.
- The tenure of the work order for the above-mentioned work will be for a period of one year and can be extended for two more years, subject to mutually agreed upon by both the parties and satisfactory work.
- Director General of the University is authorized to give and any work (Related of the Chartered Account firm) if the need arise, CA will provide services in addition to those described in this Agreement.

Completion of work:

The work shall be considered as completed Audit Report approved by competent authority of Kaushalya the Skill University.

Chapter - 3

Instructions to Bidders

BIDDING DOCUMENTS

Bidder can download the bid document and further amendment if any available free on <https://gem.gov.in> and upload the same on <https://gem.gov.in> on or before due date of the Bid. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or bid not substantially responsive to the bidding documents in all respect may result in the rejection of the Bid.

AMENDMENT OF BIDDING DOCUMENTS

- At any time prior to the deadline for submission of bids, board, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment & put on <https://gem.gov.in>.
- All prospective bidders are requested to browse our website & any amendments / corrigendum / modification will be notified on our website only and such modification will be binding on them. Bidders are also requested to browse the website of i.e., <https://gem.gov.in> for further amendments if any.
- In order to allow prospective bidders reasonable time to take the amendment in to account in preparing their bids, University, at its discretion, may extend the deadline for the submission of bids.

LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and shall be in **English**. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern. The bidder must ensure that all bid documents uploaded on GeM comply with the portal's upload formats (PDF/ZIP etc.), size limits, and signature requirements.

FRAUDULENT & CORRUPT PRACTICE

- Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the KSU of the benefits of free and open competition.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- KSU will reject a proposal for award and may forfeit the security deposit if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).
- If any of the qualifying documents submitted by the Bidder are found to be fraudulent or bogus at any time after award of contract, the contract shall be liable to be terminated at immediate effect.

LACK OF INFORMATION TO BIDDER

- The Bidder shall be deemed to have carefully examined all Bid documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the Contract.

MODIFICATION AND WITHDRAWAL OF BID

- The Bidder may modify or withdraw its bid before the due date of bid submission.
- No Bid may be modified subsequent to the deadline for submission of bids.
- No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

CONTACTING UNIVERSITY

- Bidder shall not approach University officers outside of office hours and/ or outside office premises, from the time of the Bid opening to the time the Contract is awarded.
- Any effort by a bidder to influence University in the decisions on Bid evaluation, bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the University, it should do so in writing.

REJECTION OF BIDS

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

TECHNICAL EVALUATIONS OF BID

Sr. No.	Criteria	Value/Parameters	Marks
1.	Experience	Maximum Marks	40
		Less than 5 Years	0
		5 to 6 Years	20
		6 to 7 Years	30
		More Than 7 Years	40
2.	Government Client	Maximum Marks	40
		No Client	0
		2 Client	10
		4 Client	20
		5 Client	30
		More than 5 Client	40
3.	No. of Chartered Accountants	Maximum Marks	20
		Less than 2	0
		2	10
		3	15
		More than 3	20

- In order to be eligible for financial evaluation at least 60 marks are to be obtained in the above technical evaluation from 100 Marks. The bidders obtaining less than 60 marks shall be declared as disqualified in the technical evaluation.

FINANCIAL EVALUATION

- After qualifying in the above technical evaluation (bidder's obtaining 60 marks in the technical evaluation), financial bids of the successful bidders shall be opened.
- Lowest Price (L1) among the Technically Qualified Bidder would be selected to award the contract.

FINANCIAL PROPOSAL

At the second stage, financial bids of only those bidders who have been declared qualified in the technical proposal.

Minimum Fees Criteria as per ICAI Guidelines:

As per the announcement issued by Institute of Chartered Accountants of India, in the exclusive areas of practice of Chartered Accountants like audit and attestation services i.e., those areas where the assignment can be performed only by Chartered Accountants or where only Chartered Accountants have been invited for assignment, other than ca members should not respond to such tenders.

In this connection minimum audit fees are kept at of Rs.25000/- per year inclusive of all except taxes. i.e., Rs. 29500/- inclusive of all taxes.

AWARD OF CONTRACT

- The Criteria for selection will be in two stages as mentioned in Chapter: 4.
- The quantities may decrease or increase at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.

NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- After the bid evaluation, University will notify the successful Bidder and issue Lol/Purchase Order.
- Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 7 working days from the date of Purchase order.

LIMITATION OF VENDOR'S LIABILITY:

- Vendor's cumulative liability for all its obligations under the contract shall not exceed the contract value and the Vendor shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.

FORCE MAJEURE

- Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case if construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money. Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Bidder. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Bidder shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.

- Force Majeure Events

The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above.

Without limitation to the generality of the foregoing, Force Majeure Event shall include following events and circumstances and their effects to the extent that they, or their effects, satisfy the above requirements:

- Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - a) Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
 - b) Explosion or chemical contamination (other than resulting from an act of war).
 - c) Epidemic such as plague.
 - d) Any event or circumstance of a nature analogous to any of the foregoing.
- Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:

- Political Events which occur inside or Outside the State of Gujarat or involve directly the State Government and the Central Government including:
 - i. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
 - ii. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature.
 - iii. Any event or circumstance of a nature analogous to any of the foregoing.
- Tenderer reserves the right at the time of award to increase or decrease quantity for the requirements originally specified in the document without any change in Bid rate or other terms and conditions.
- **FORCE MAJEURE EXCLUSIONS**
 Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
 - a) Unavailability, late delivery
 - b) Delay in the performance of any contractor, sub-contractors or their agents;
- **PROCEDURE FOR CALLING FORCE MAJEURE**
 The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

CONTRACT OBLIGATIONS

Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.

AMENDMENT TO THE AGREEMENT

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement will consider prevailing rules, regulations and laws.

USE OF AGREEMENT DOCUMENTS AND INFORMATION

- The Bidder shall not without prior written consent from KSU disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of KSU in connection therewith to any person other than the person employed by the Bidder in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- The Bidder shall not without prior written consent of KSU make use of any document or information made available for the project except for purposes of performing the Agreement.
- All project related documents issued by KSU other than the Agreement itself shall remain the property of KSU and Originals and all copies shall be returned to KSU on completion of the Bidder's performance under the Agreement, if so, required by the KSU.

ASSIGNMENT & SUBCONTRACTS

- Assignment by Bidder

The Bidder shall not assign, in whole or in part, its rights and obligations to perform under the Agreement to a third party, except with the prior written consent from university.

CORRUPT OR FRAUDULENT PRACTICES

- KSU requires that the bidders under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, KSU defines for the purposes of this provision, the terms set forth as follows:
- “Corrupt practice” means the offering, giving, receiving, or soliciting of levels and to deprive KSU of the benefits of the free and open competition.
- KSU shall reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices and same shall be conveyed to KSU or blacklisted/debarred as per the relevant clause of this RFP in competing for the contract in question. KSU shall declare a firm ineligible and blacklist either indefinitely or for a Stated period, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The same shall be conveyed to KSU.

Notification of Award

- Prior to the expiration of the period of the bid validity, Tenderer will notify the successful bidders that his bid has been accepted and issuance of Lol/WO.

The notification of award will constitute the formation of the Contact.

- Sub contracts: Sub contract shall not be allowed.

RESOLUTION OF DISPUTES

- If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.
- In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.
- The place of the arbitration shall be Ahmedabad, Gujarat.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- The proceedings of arbitration shall be in English language.
- The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure. The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

BOOKS & RECORDS

Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit during the terms of Contract until expiry of the performance guarantee.

WARRANTY TERMS

In the event that the materials/services supplied do not meet the specifications and/or scope of work, GOG shall notify the Bidder giving full details of difference. The Bidder shall attend the issue within 15 days of receipt of such notice to meet and agree with representatives of KSU, the action required to correct the deficiency. Should the Bidder fail to address the issues within the time specified above, KSU shall be at liberty to rectify the work/materials and Bidder shall reimburse KSU all costs and expenses incurred in connection with such trouble or defect.

PAYMENTS TERMS

Sl. No.	Activity	Payment (%)
1	Statutory Audit of Annual Account for the Accounting Year of 2025-26 as mentioned in Chapter: 2.	<p>Payment terms quarterly basis and Last quarter's payment after the Audit Report approved by Registrar as mentioned in Chapter: 2.</p> <p>The firm has a deadline to submit all required reports by the 10th of next month. If they miss this deadline, they face a penalty of 1% of the total bill amounts for each week of delay, up to a maximum penalty of 10% of the total bill amount.</p> <p>All the applicable taxes will be deducted as TDS from the payments. No other taxes shall be paid.</p>

PENALTIES

- In case the chartered accountant firm refuses to carry out the audit before the completion of the contract period of the audit work and outstanding fees may be forfeited. The decision of the KSU Office is final in case of penalty.
- In the event of gross negligence, irregularity, laxity or misconduct on the part of the audit team, the said contract may be terminated and the C.A. firm may get black listed at the discretion of the KSU which shall be communicated to all the Government Departments and the Institute of Chartered Accountants for debarring such firm from any assignment of any Government work. In such a case the C.A. of the C.A. firm shall be severally and/or jointly directly responsible and amount of Bank guarantee shall be forfeited including outstanding fees.
- The violation of any of the terms will invoke penalty. It will be the responsibility of the auditor to carry out fast, prompt, accurate and correct audit. Failure to do so leading to either undue delay, or laxity or failure to check irregular payments will make the C.A. firm liable for being removed from the contract by the KSU, Gujarat after issuing 7 days' notice as well as disciplinary action including the forfeiture of performance guarantee amount or a portion thereof. The decision of the KSU will be final.
- The work shall be completed within the time frame or else penalty will be charged.
- In the event of termination of contract, either with mutual understanding or otherwise, the C.A. Firm is liable to repay the cost risk purchase to the Government. Government can forfeit the Bank guarantee submitted by the C.A. Firm, the due fee but not paid and from other sources.
- In the event of establishment of the audit work is being carried out by other CA firm or sub-letting to other CA firm, KSU is empowered to withdraw or cancel the work of audit from that CA firm, and forfeit any dues on account of audit work with a notice of seven (7) days.

General Terms and Conditions in respect of Tender:

- **The bidder will have to quote the price inclusive of all taxes.**

5.1 The award of contract shall be made to qualified Bidders, who meets appropriate standards of Technical and financial resources and satisfy the qualifying criteria as laid in the Tender Documents.

5.2 The work shall be allotted to the bidder as per the methodology prescribed in Financial Proposal.

5.3 Bidder who have been awarded the respective work as per their concurrence have to provide audit firm's service.

5.4 This Notice and subsequent Corrigendum (if any) shall also form a part of Contract Document. The Bidders are advised to read carefully the "Instructions" and "Eligibility Criteria" contained in the Tender Documents.

5.5 Director General (DG) of KSU reserves right to accept the lowest responsive offer and/or reject any or all tenders without assigning any reason.

5.6 If any of the bidder quote rate unreasonably very low or high than The Office of the KSU has right to disqualify the Bidder or reject the entire tender Bid or the part of Bid.

5.7 The award of contract shall be made to qualified Bidders, who meets appropriate standards of Technical and financial resources and satisfy the qualifying criteria as laid in the Tender Documents.

5.8 Bidder who have been awarded the respective work as per their concurrence have to provide audit firm's

service.

5.9 If the bidders will not provide CA as per specifications or not implement the provisions of contract and if the quality of service is found poor, they will be debarred for further works under KSU.

5.10 The interested Bidders shall satisfy Qualification Criteria as stipulated in tender document para.

5.11 The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behavior including price manipulation in violation of Competition Act, 2002.

5.12 The KSU Office/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc

5.13 The KSU Office reserves the right to postpone/cancel the e-bidding and intimation thereof will be sent by e-mail / GeM to the Bidders. Any amendment /corrigendum to the e-bid invitation issued by the Buyer will be made online and shall be uploaded on the GeM. Conditional offer will be out-rightly rejected. No condition shall be included in this e- tender. The KSU reserves the right to qualify/ disqualify any applicant without assigning any reason.

5.14 Applicants shall be disqualified if they have

a) Made untrue or false representation in the forms, statements and attachments required in the prequalification documents, or

b) Record of poor performance either due to technical or financial or any other reasons.

5.15 All disputes and discrepancies relating to this Tender shall be governed by law of India and shall be subject to jurisdiction of court of Ahmedabad of Gujarat state.

5.16 The agency whose contracts were terminated on account of poor performance in KSU work will not be eligible for this Tender. A Bidder shall be disqualified if Bidder is terminated due to poor performance technically, qualitatively, financially or any other reasons.

5.17 The bidder shall quote the lump sum professional fees inclusive of all cost, expenses etc. No other / additional payments, reimbursement shall be made extra over & above the approved fees, towards transportation/conveyance, other incidental expenses, lodging, boarding, food etc.

5.18 It should mention only the amount chargeable (including all the charges/ out of pocket exp.)

5.19 The whole process of tendering can be cancelled / modified / altered /redefined without giving any prior notice or information by the management of the KSU.

5.20 The documents as per Annexure - I and Minimum eligibility criteria are to be attached with the technical bid for scrutiny of the proposal. Each firm has to invariably attach the proof in support of various eligibility criteria. Proposals without necessary documents will be rejected. However, management may call for required details/information if it deems appropriate to do so in the interest of the KSU Office.

5.21 Technical and Price bid must be submitted online on GeM portal only.

5.22 Further, firms or partners in respect of whom ICAI has taken penal actions or any department/office of government has initiated legal or criminal proceedings in past are considered ineligible from applying for this assignment.

5.23 For this assignment only those Chartered Accountant Partnership firms will be considered which satisfy the minimum criteria mentioned in tender document.

5.24 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 respective firm.

5.25 The management reserves the right of awarding this assignment for one or more Firms.

5.26 The audit firm cannot assign / outsource / sublet the work entrusted, or sub contract it in any manner what so ever, or any portion of it, to any others Chartered Accountant firms/other individuals.

5.27 The senior partner of audit firm shall remain present in coordination / review Meetings and when called for and no additional fees/ Expenditure shall be paid extra for that.

5.28 An abnormally low-price raising concerns as to the capability of the bidder to perform the contract shall be liable to be rejected. All decision on reasonability of rates shall be taken solely by KSU.

5.29 The selected bidder shall agree to comply with the General Terms and Conditions of the Government e-Marketplace (GeM), including but not limited to service levels, penalties, dispute resolution, and online submission requirements.

5.30 The selected bidder shall furnish a Performance Security equivalent to 5% of the total contract value in the form of Bank Guarantee or Fixed Deposit Receipt in favour of Registrar Kaushalya – The Skill University, valid for 60 days beyond the contract period. The same must be submitted within 15 days of issuance of work order.

5.31 The selected firm shall not undertake any assignment with any client/vendor/contractor where a conflict of interest exists or may arise. Any such relationships must be disclosed in writing prior to contract signing.

5.32 The selected bidder shall indemnify and hold harmless KSU from and against all claims, damages, losses, and expenses arising out of or resulting from performance of the work under the contract.

5.33 KSU reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for KSU' action.

INDEMNITY

- a. The selected agency shall indemnify KSU against all third-party claims of infringement of copyright, patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- b. While passing on the rights (license) of using any software/software tool, the selected agency shall ensure that such rights are inclusive of the use of that software for development in addition to deployment.
- c. The selected agency is obliged to work closely with KSU's staff, act within its own authority and abide by directives issued by KSU.
- d. The selected agency will abide by the job safety measures prevalent in India and will free KSU from all demands or responsibilities arising from accidents or loss of life the cause of which is the selected agency's negligence. The selected agency will pay all indemnities arising from such incidents and will not hold KSU responsible or obligated.
- e. The selected agency is responsible for managing the activities of its personnel and will hold himself responsible for any misdemeanors.
- f. The selected agency shall employ and provide such qualified and experienced Personnel to carry out the Services. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the bidder, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the bidder shall provide as a replacement a person of equivalent or better qualifications.
- g. The selected agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- h. The selected agency will treat as confidential all data and information about KSU, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of KSU.

TERMINATION

- a. KSU may, without prejudice to any other remedy for breach of contract, by one-week advance notice of default sent to the selected agency, terminate the Contract in whole or part:
 - if the selected agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KSU.
 - if the selected agency fails to perform any other obligation(s) under the Contract.
 - If the service provider, in the judgment of KSU has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to

establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;”

- If the selected agency fails to conform to the quality requirement laid down/third party inspection/consultants’ opinion.

Chapter: 6

CONFIDENTIALITY

- The audit firm or their partners and the personnel or either of them shall not, disclose or pass on to any others, the proprietary or confidential information relating to the projects, the services, this contract, or the business or operations without prior written consent of the Management.
 - All reports and other documents submitted by C.A. firm shall become and remain the property of the KSU office and the auditor shall, not later than upon termination or expiration of this contract deliver all such documents and reports to the KSU office together with a detailed inventory thereof. The auditor may retain a copy of such report and documents but shall not use these reports and documents for purpose unrelated to this contract without prior written approval of the KSU office
 - The audit firm has to undertake that all knowledge and information not within the public domain which may be acquired during the execution of the assignment shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly disclosed to any person whatsoever, except with the prior written permission from the Appointing Authority.
 - The confidentiality obligations under this contract shall be subject to applicable provisions of the Information Technology Act, 2000 and the Digital Personal Data Protection (DPDP) Act, 2023, as amended from time to time.
-

Section - 7

Format of Forms

Form 1: Covering Letter

(To be submitted on the Bidder letterhead)

<<Insert Date and location>>

Proposal Reference No:

To, Registrar

Kaushalya-The Skill University,
Chandkheda Campus,
Block-3, VGEC Campus,
Chandkheda,
Ahmedabad-382424

Dear Madam/Sir,

Sub: Submission of proposal in response to bid for Preparation of Statutory Audit of
"Kaushalya", The Skill University, Ahmedabad".

1. Having examined the bid, we, the undersigned, hereby submit our proposal in response to your notification for Preparing Statutory Audit of Kaushalya-The Skill University in full conformity with the said bid document
2. We agree to abide by this Proposal, consisting of this letter, the Qualification Criteria forms and the Technical Proposal form, the duly notarized Board Resolution/ Power of Attorney, and all attachments, for a period of upload within bid validity from the date fixed for submission of Proposals as stipulated in the Bid document modification resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. If we are entrusted a consultancy assignment, we undertake to provide a Bank Guarantee in the form and amount prescribed.
4. We hereby declare that all the information and statements in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
5. If any negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Bid Document, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
6. We understand you are not bound to accept any proposal you receive

Dated this (date / month / year):

Authorized Signature [in full and initials]:

Name of Authorized Signatory:

Designation of Authorized Signatory:

Name of Bidder:

Address:

Annexure-1

FORMAT OF SELF DECLARATION CUM UNDERTAKING

To,
Registrar
Kaushalya The Skill University,
Ahmedabad

We hereby undertake that we, M/s_____, having registered Office at _____, and any of our Partners are not blacklisted/ De-registered/ debarred or undergoing criminal proceedings by Central/State Government Department/Public Sector Undertaking/ Govt. owned Society/Trust/Board/Corporation or any other agency for which we have rendered Services to them. Also, our firm or partner or employees are not undergoing any disciplinary action with ICAI or National Financial Reporting Authority (NFRA) or any other statutory authority.

We further confirm that we are aware that our bid for the appointment as Accounting Consultant would be liable for rejection in case any material misrepresentation is made or discovered with regard to the tender documents.

For _____,

Authorized Signatory (with Rubber Stamp)

Full Name: FCA/ACA No.

Designation:

Date:

Place:

Form 2: General Information

Sr. No	Particulars	Details to be furnished		
1.	Details of Bidder			
a)	Name			
b)	Address			
c)	Telephone		Fax	
d)	Website			
2.	Details of Contact Person			
a)	Name			
b)	Designation			
c)	Address			
d)	Telephone no.			
e)	Mobile no.			
f)	Fax no.			
g)	E-mail			
3.	Details of Authorized Signatory <i>(please attach proof)</i>			
a)	Name			
b)	Designation			
c)	Address			
d)	Telephone no.			
e)	Mobile no.			
f)	Fax no.			
g)	E-mail			
4.	Information about responding Bidder			
a)	Status of Bidder <i>(Public Ltd. / Pvt. Ltd etc.)</i>			
b)	No. of years of operation in India			
c)	Details of Registration <i>(Ref e.g., ROC Ref #)</i>	Date		
		Ref #		
d)	No. of resources/ staff in India			
e)	Locations and addresses of offices (in Ahmedabad City)			

**Form 3: Performa of Compliance letter/Authenticity of
Information Provided**

(Shall be submitted as scanned copy on Bidder's letterhead duly signed by Authorized signatory)

Date:

To,

Registrar

Kaushalya-The Skill University,
Chandkheda Campus,
Block-3, VGEC Campus,
Chandkheda,
Ahmedabad-382424

Sub: Compliance with the tender terms and conditions, specifications and

Eligibility CriteriaRef: Bid for preparation of Statutory Audit for Kaushalya-

The Skill university, Ahmedabad.

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above-mentioned bid submitted by us on **DD.MM.YYYY**.

We hereby confirm that all our supplied items (to be supplied if any as a part of the bid) will meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document.

We also explicitly understand that all such items will meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of KSU Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ SECURITY DEPOSIT/cancel the award of contract. In this event, KSU c reserves the right to take legal action on us.

Thanking you,

Dated this _____ day of _____ YYYY

Signature: _____

(In the Capacity of): _____

Duly authorized to sign bid for and on behalf of

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, YYYY____ Between

(Name of purchaser) of _____
(Country of Purchaser) hereinafter "the Purchaser" of the one part and

(Name of Supplier) of _____
(City and Country of Supplier) hereinafter called "the Supplier" of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz.,

(Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of
those goods and services in the sum of _____
(Contract Price in Words and Figures) hereinafter called "the Contract Price in Words and Figures"
hereinafter called "the Contract Price."

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

the Bid Form and the Price Schedule submitted by the Bidder.

terms and conditions of the bid

the Purchaser's Notification of Award

- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier are as enlisted in the enclosed annexure:

DELIVERY SCHEDULE: 2 Months

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

In the presence of _____

Signed, Sealed and Delivered by the

Said _____ (For the Supplier)

In the presence of _____