

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	19-07-2025 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	19-07-2025 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Gujarat
विभाग का नाम / Department Name	Urban Development And Urban Housing Department Gujarat
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Souadtga Kevadia
वस्तु श्रेणी / Item Category	Financial Advisory Services - Onsite; Tax Advisory
अनुबंध अवधि / Contract Period	1 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), 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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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
रिवर्स नीलामी योग्यता नियम / RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार / Type of Bid	Two Packet Bid

बिड विवरण/Bid Details	
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
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	HDFC Bank
ईएमडी राशि/EMD Amount	50000

#### 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).	15

(a). 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।/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.

(b).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 :

CEO  
SOUADTGA Kevadia, Urban Development and Urban Housing Department Gujarat, N/A,  
(Souadtga)

#### 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. 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.

2. 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:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- 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
- 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

#### एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Financial - [1750403434.xlsx](#)

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Number of years of experience as on date of which at least XX years should be in providing similar advisory services to Government departments, PSUs, PSBs, Municipalities and centrally funded institutions.:**Please Refer RFP, RFP Conditions Prevail

**Number of XX qualified professionals in full time employment at senior level with experience in handling similar or relevant projects.:**Please Refer RFP, RFP Conditions Prevail

**Scope of work to be uploaded by buyer:**[1750403539.pdf](#)

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
04-07-2025 12:00:00	SoUADTGA, Room No. 224, 2nd floor, New administrative Building, Ekta Nagar, Kevadia, Gujarat - 393151

#### Financial Advisory Services - Onsite; Tax Advisory ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Deployment Location	Onsite

विवरण/ Specification	मूल्य/ Values
Category of financial advisory service	Tax Advisory
Sub-category of Financial Advisory Services	RFP
Financial Advisory Reports	Yes
Frequency of Progress Report	Monthly
Type of Professional/Resources required	Chartered accountant
Qualification of Professional/Resources required	CA
Certification of Professional/Resources required	RFP
Total Experience of Professionals / Resources (In years)	RFP
<b>एडऑन /Addon(s)</b>	
Post Financial Advisory Support	NA

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Rohit Mukeshbhai	393151,Office no 224, Administrative building, Near Ekta Food Court, Statue Of Unity, Ekta nagar - Kevadia, Garudeshvar, Narmada	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

#### 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---**



**Request for Proposal (RFP) for  
Appointment of Chartered Accountant Firms / LLPs as consultant for Direct  
and Indirect Taxes Matters**



**Statue of Unity Area Development and Tourism Governance Authority**

New Administrative Building, Ekta Nagar  
Ta. Garudeshvar, Dist. Narmada - 393 151 Gujarat, India.

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**Disclaimer**

1. This RFP (defined hereinafter) is issued by the **Statue of Unity Area Development and Tourism Governance Authority** (the "Authority") to set out the process for selection of the Selected Bidder (defined hereinafter) with respect to providing services of Tax Consultant services (Income tax, GST & Other Direct and Indirect Taxes) for all its related entities.
2. The information contained in this RFP or subsequently provided to a Bidder (defined hereinafter), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to a Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is neither an agreement nor an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing and submitting their Proposals pursuant to this RFP.
4. This RFP does not constitute any recommendation of an offer to buy, purchase or subscribe to any securities or assets mentioned herein. Furthermore, this RFP confers neither the right nor expectation on any interested party to be selected to participate and/or be selected successfully in the Bidding Process (defined hereinafter).
5. This RFP does not solicit any action based on the material and information contained in this RFP. Nothing in these materials is intended by the Authority to be construed as legal, technical, accounting or tax advice.
6. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services (defined hereinafter). Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements, and information contained in the Bidding Documents, especially details regarding the project site, may not be complete, accurate, adequate, or correct. Further, this RFP may not be all-inclusive and may not contain all the information that the recipient may consider the material for preparing and submitting its Bid. Each Bidder should, therefore, conduct its investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

7. Past performance is not a guide for future performance. Forward-looking statements (if any) contained in this RFP are not predictions and may be subject to change without notice. Actual results may differ materially from the forward-looking statements due to various factors. This RFP and opinions, if any, contained herein are based upon information available to the Authority. No statement, fact, information (whether current or historical) or opinion contained herein should be construed as a representation or warranty, express or implied by the Authority (including its authorized representatives or its professional advisors or any other persons/entities shall be held liable for the authenticity, correctness, or completeness of any such statements, facts, or opinions).
8. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon the interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
9. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.
10. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. In addition to other disclaimer(s) of/by the Authority in this RFP, the Authority hereby further denies all liability for any statements made or omitted to be made in this RFP or, any action taken or omitted to be taken pursuant to this RFP.
11. The Authority may in its absolute discretion, without assigning any reason and at any time during the Bidding Process, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The participation in the Bidding Process shall be deemed to be an acknowledgement by the Bidder that any such amendment shall be binding on such Bidder.
12. The issue of this RFP does not imply that the Authority is bound to select a Bidder, and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. Mere submission of a responsive

Bid does not ensure the selection of the Bidder as a Selected Bidder.

13. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
14. Nothing contained in this RFP shall be deemed to relieve, wholly or partially, directly, or indirectly, the Bidders from their compliance with any law in force, and/ or any instrument having the force of law, as may be applicable to them. A Bidder shall inform itself concerning and shall observe and comply with, any applicable legal requirements.
15. By procuring a copy of this RFP, the recipient accepts the terms of this disclaimer ~~rule~~ which forms an integral part of this RFP and all other terms and conditions of this RFP.

### **Interpretation**

In this RFP, unless the context otherwise requires:

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

provisions of the Agreement shall prevail over and supersede the provisions of other documents.

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

**1. Data Sheet**

<b>Sr. No</b>	<b>Event</b>	<b>Date &amp; Time</b>
1	<b>Tender upload Date</b>	20/06/2025
2	<b>Pre-bid Meeting</b>	04/07/2025 at 12.00 pm by online mode Time will be intimated in one day advance through email to those prospective bidders from whom enquiry/Query regarding is received. Meeting will also be conducted offline at address mentioned in Sr. No 8
3	<b>Last Date and Time for submission of Online proposal (Technical and Financial)</b>	19/07/2025
4	<b>Last Date and Time for submission of Physical Original EMD at the address mentioned below.</b>	23/07/2025 No other documents to be submitted Offline except EMD
5	<b>Date and time of Opening of Technical Bid</b>	Communication via GEM Portal
6	<b>Date and time of Opening of Financial Bid</b>	Communication via GEM Portal
7	<b>Contact Person for queries</b>	Mr. Raj Garg, Account Officer, Contact Number – 7990304184 Email: <a href="mailto:acct-souadtga@gujarat.gov.in">acct-souadtga@gujarat.gov.in</a>
8	<b>Address for Communication</b>	To, Account officer, SoUADTGA, Room No. 224, 2nd floor, New administrative Building, Ekta Nagar, Kevadia, Gujarat – 393151
9	<b>Bid Validity</b>	180 (One Hundred Eighty) days from the Bid Due Date.
10	<b>Contract period</b>	The contract period is for one (1) year, on satisfactory performance and with mutual

Sr. No	Event	Date & Time
		understanding the period may be extended further for a period of 1 year limiting to maximum two extension.
11	<b>Joint Venture</b>	<p>This RFP is intended for Single Entity of the Bidder. <b>Joint Venture / Consortium are not permitted.</b></p> <p>Further, no sub-contracting shall be allowed.</p>
12	<b>Method of Selection</b>	Bidder based on Lowest (L1) Based Selection
13	<b>EMD</b>	<p>Earnest Money Deposit of <b>Rs 50,000/- (Rupees Fifty Thousand Only)</b> via account payee Demand Draft drawn in favor of "CEO, Statue of Unity Area Development &amp; Tourism Governance Authority" payable at Ekta Nagar / Rajpipla of any scheduled bank enlisted in latest GR of Finance Department, Gujarat in this regard.</p> <p>The validity period of the EMD shall not be less than 180 (One Hundred Eighty) days from the Bid Due Date and may be extended as and when required by the Authority.</p> <p>The EMD of the unsuccessful bidders shall be returned by the Authority preferably within 30 days from the date of signing of the contract agreement with the Successful Bidder. The EMD of the successful bidder shall be returned upon submission of</p>



Sr. No	Event	Date & Time
		the Security Deposit.
14	<b>Security Deposit</b>	<p>The selected Bidder shall submit a Security Deposit in the form of an unconditional and irrevocable Bank Guarantee equal 5 % of the <b>contract value</b> in the format, to be subsequently provided by the SOUADTGA. The Security Deposit shall be submitted within 7 days of letter of award.</p> <p>Security deposit in the form of either Bank Guarantee (BG) or Fixed Deposit Receipt (FDR) is acceptable.</p>

## 2. Terms of Reference

### 2.1 Introduction & Background

1. Statue of Unity Area Development and Tourism Government Authority (hereafter “SOUADTGA”) established by an act of legislative assembly of Gujarat government headquarter at Nagar, Ekta Nagar, District Narmada, Gujarat. SOUADTGA and related entities intent to avail services from a firm of Chartered Accountants as consultants for Direct and Indirect Taxes Matters and seeks bids for “**Appointment of Chartered Accountants firm as consultant for Income Tax, GST and Other Direct and Indirect Matters**” through online tendering. Being a coordinating entity, the bids are invited for following entities for which fees are to be quoted lump sum for each entity separately. Fees quoted must be inclusive of GST and inclusive of all-of-pocket expenses. The documents for eligibility criteria / technical eligibility to be uploaded on GeM portal.

Sr. No.	Name of entity	Type
1.	Statue of Unity Area Development and Tourism Governance Authority (SOUADTGA)	Government Authority
2.	Sardar Vallabhbhai Patel Rashtriya Ekta Trust.	Trust
3.	Kevadia Forest Division.	Government Org
4	Kevadia Jungle Safari Society.	Society
5	Kevadia Valley of Flowers Society.	Society

**Note 1:** Hereafter in this document Wherever SOUADTGA is mentioned, it should be understood to mean all 5 entities mentioned above.

**Note 2:** In this document, ICAI to be understood as Institute of Chartered Accountants of India. And CA to be understood as Chartered Accountant.

**Note 3:** Any other entity handled by SOUADTGA may be included in the scope of work and the rates for the same shall be decided as per the rules of Government of Gujarat.

## 2.2 Scope of Work

The Scope of work Includes but not limited to the following:

### 2.2.1 Advisory

1. At the start of the assignment and annually thereafter, go through the tax structure of the entities and provide suggestions for issues, improvements, tax planning, etc. which shall be presented to the authority by Partner of the firm.
2. To advice SOUADTGA on applicability of Direct Tax and Indirect Tax pertaining to its present and future operation including adequacy of current compliance.
3. To advise on taxable/non-taxable/exempt nature of Income and Expenditure and any other advice related to Direct Tax and Indirect Tax for the benefit of Authority.
4. To advice/give, written/oral opinion on matters as and when requested relating to Direct and Indirect Tax within following timelines:
  - Oral Opinion – on **same day**
  - Written Opinion related to routine matters which shall include TDS/TCS, HSN Code queries, etc. – within **48 hours** from request
  - Written Opinion about non-routine matters/notice replies/all other opinions as per scope of work of RFP – within 7 working days or due date whichever is earlier.
5. The matters of tax shall be handled primarily by the dedicated CA, however, in case of following matters respective escalation matrix shall be followed:
  - Notices – Director/Partner
  - Policy changes – Partners
  - Any other non-routine matter as decided by Accounts Officer of the Authority – As per request.
6. To update SOUADTGA about relevant changes/ amendments / judgements in the Direct Tax / Indirect Tax law regularly through mail as well as written post on letter head. Coordinate with accounting team to give effect of such changes and amendments in books of accounts.
7. To provide general consultancy services in any other work related to Direct Tax and Indirect Tax matters, etc.
8. To advise on implementation of all the matters related to accounting, record keeping, process, policy, etc. to ensure compliance under Direct and Indirect Tax Laws.
9. To Suggest, advise and carry out amendments/modifications in the prevailing tender/agreement clauses and preparing/drafting the new clauses from direct and indirect tax compliance point of view.

### 2.2.2 Compliance

1. To compute the tax liabilities under Direct and Indirect Tax Laws and facilitate their payment by the SOUADTGA on timely basis.
2. To compute the tax refunds / credits / rebates under Direct and Indirect Tax Laws and facilitate their utilization/remission/receipt by the SOUADTGA on timely basis.
3. To extract, check data in timely manner for Direct Tax and Indirect Tax laws and

submit challan to the SOUADTGA within time limit to deposit Income Tax/IT TDS/ GST/GST TDS before due date.

4. To check admissibility / Inadmissibility of GST ITC at the time of submission of challan for GST as well as at the time of filing of applicable GST Return.
5. To check about the application of accurate section and rate of Income Tax TDS at the time of submission of challan & payment of Income Tax TDS.
6. To collect, check and verify data for filing of Income Tax TDS return & GST TDS return as per the requirement of respective law and file returns after carrying out mandatory checks including verification of PAN/GSTINs.
7. To prepare, compile, submit and file all types of IT & GST returns monthly/quarterly/half yearly/ annually as per the requirements with utmost accuracy.
8. To calculate income tax TDS of employees (approx. 250 employees of CISF and 150 other office employees) & issuance of Form 16 to Employees of SOUADTGA. (Irrespective of date of issuance of work order this task to be undertaken w.e.f. April 2025) (Currently there are approx. 200 employees)
9. To collect, check & maintain Monthly Salary Data of each employee of SOUADTGA monthly & periodically, and submit challan to authority every month for payment of Income Tax TDS on employees.
10. To calculate the amount of prospective tax liability of each employee by obtaining necessary information in standard format and intimate the same to SOUADTGA and employees.
11. To calculate the amount of final and total tax to be deducted from the employee by SOUADTGA and intimate the same to SOUADTGA.
12. To assist, carry out and submit necessary data, clarifications regarding various tax and statutory reconciliation between books and various Direct and Indirect Tax reports.
13. To prepare periodical IT & GST returns, computation, etc. for tax payment purposes.
14. To address issues in Income Tax TDS / GST TDS Registration, preparation & filing of Income Tax TDS / GST TDS returns and Generation of TDS certificates and prepare above documents also.
15. For every month, quarter and annually, details of outward and inward liabilities along with supporting documents of SOUADTGA will be required to:
  - Check the details, with reference to documents, for filing of return.
  - Suggest to avail or not to avail the ITC eligibility/ineligibility.
  - To reconcile GSTR 2A/2B and data as per books.
  - To reconcile electronic credit ledger, reversal & re-claimed ITC ledger with books.
  - To reconcile Income Tax TDS etc. with books.
16. To advice on the records to be maintained for eligibility of Input tax credits and ensuring due compliance with Indirect Tax Laws.
17. To provide necessary reports, returns, forms related to Direct Tax and Indirect Tax as and when required.
18. In addition to above any other services if deemed necessary and future requirement raised by Direct Tax and Indirect Tax Act including amendment, notice, circular etc.,

from time to time.

19. Handling and assisting all aspects regarding migration, registration, change, TDS and normal registration, any other type of registration required as per Direct Tax and Indirect Tax Laws for existing entities mentioned in chapter A or for new entity if any to be established/Included.
20. Analysing, verifying and advising in respect of claims of contractors regarding additional burden of tax / cases of recovery due to reduction in tax due to modification of GST in respect of existing as well as new contracts on case-to-case basis as assigned by office.
21. Preparation of reconciliation of turnover reported in financial statements with annual turnover / GST Turnover.
22. Maintaining all kinds of registers, records and other details in computerized and manual format under Income Tax Act & GST Act and other Indirect Taxes.
23. Filing of refund applications, generation of e-invoices and dealing with reimbursement claims for Direct Tax and Indirect Tax Laws matters.
24. Issuance of Form 16/TDS Certificates as and when required.
25. Issuance of E Invoice on regular basis for applicable entities.

### **2.2.3 Liaison**

1. To undertake Liaison with Direct Tax and Indirect Tax Departments on behalf of SOUADTGA and advice from time to time for IT & GST compliance.
2. To undertake task of all types of replies, appeal filing, physical appearance and any other communication through all modes at no extra cost related to Income Tax, GST and other Direct and Indirect Tax matters before concerned authorities and replying notices received from various authorities.
3. To assist and obtain various types of Direct Tax and Indirect Tax forms required and in case of any dispute arising with assessing authority. Consultant has to coordinate to sort out the dispute; similarly in case matter referred to higher authority, the consultant shall also take up the matter with them.
4. To assist and prepare replies / submissions for Department's Notices regarding Direct Tax and Indirect Tax issues including show Cause Notices.
5. To guide and assist the appointed Advocate / Representative in appeal matters before Hon'ble Supreme Court and High Court, the cost of which shall be borne by the Authority.
6. To examine any order/communication received from Direct Tax and Indirect Tax authorities and advise further course of action.
7. To attend the Appeal(s)/Show Cause Notice(s)/Hearing(s) related to Direct Tax and Indirect Tax matters with respective authorities.
8. Preparing written replies, information, and details as sought by auditors, Tax authorities, department of State Government, Central Government etc.
9. Ensuring all Income Tax & GST Compliances including audit proceedings/show cause notices/demands and other proceedings as applicable initiated by appropriate authorities including drafting/filing of replies, stay of demand and submissions and

representation, pursuing, assisting and coordinating with Income Tax/GST authorities for getting refunds/settle demands.

#### **2.2.4 Others**

1. Partner to visit and attend meetings quarterly or as and when required for discussion with Senior Management of SOUADTGA.
2. There has to be a dedicated team for SOUADTGA headed by qualified and experienced chartered accountant(s) who shall have experience as follows:
  - At least 3 years handling matters of Direct and Indirect Tax
  - Adequate experience related to matters of Trust Taxation

Further, the team should consist of sufficient human resources other than CA for Income Tax and GST matters, either combined or separately to carry out the scope of work smoothly, efficiently, and in a time-bound manner.

3. The dedicated CA should visit Statue of Unity for at least 4 days a month. The number of days may increase at the discretion of authority subject to maximum of 100 days in a year based on the gravity of matters.
4. Preparing the presentations, notes, brief notes etc. for the management in respect of matters regarding Direct Tax and Indirect Tax and other Indirect taxes.
5. Preparing detailed instructions / guidance notes / circulars / Training materials / Presentations etc. from time to time in respect of general as well as specific points of Direct Tax and Indirect Tax both in English and Gujarati.
6. The team will have to visit Ekta Nagar and finalize the data for IT TDS and GST TDS and submit challans with utmost accuracy to the authority on 5<sup>th</sup> calendar day of every month.
7. Appraise the Accounts team of Statue of Unity with latest updates in Direct and Indirect Tax relevant to Statue of Unity through weekly bulletins/presentations/trainings wherever required.
8. Any other work specifically assigned with respect to Direct Tax and Indirect Tax law-related matters.
9. All the above-mentioned scope of work will be required to be carried out in respect of all offices/divisions mentioned in chapter A. Further, any closed office/division or newly opened or merged office/division will form part of this assignment.
10. The team/representative of the dedicated team has to visit field offices at Ekta Nagar, offices of tax authorities, and other government departments to duly perform the scope of work outlined in point 2.2 of this RFP in a time-bound manner.
11. All necessary hardware & software (duly licensed) to perform the above scope of work will have to be managed by the Firm.
12. **The selected firm shall follow timings and provide services according to the timings and working days of SOUADTGA.**

#### **2.3 Payment Terms**

1. The payment will be processed on monthly basis based on the submission of the report of work done as per Scope of RFP.

2. All associated cost related to travel, site visit, meeting authority in person at Ekta Nagar shall be borne by the Agency. Authority shall not reimburse any additional cost over and above the Financial Bid Value.
3. For levy of any penalty or change of scope of work, the decision of Accounts Officer of the Authority shall be considered as final.
4. Further, agreed fees shall be subject to an escalation of 5% after each completed year of service.

### **3. Information to Bidders**

#### **3.1 Definitions**

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

1. **‘Authority’** shall mean the “Statue of Unity Area Development and Tourism Governance Authority (SOUADTGA).”
2. **‘Agreement’** shall mean the agreement is to be executed between the Authority, and the Selected Bidder in relation to the Services to be undertaken by the Selected Bidder and includes recitals, schedules, and attachments thereto, that may be amended, supplemented, or modified in accordance with the provisions thereof.
3. **‘Agreement Period’** The Agreement period is for 1(One) Year from the Date of letter of Award.
4. **‘Applicable Laws’** shall mean all laws, brought into force and effect by GOI and/or GoG, including any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, circulars, re-enactments, revisions, applications and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders, and interpretations of any governmental authority, court or statutory or other body applicable for such transactions or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any governmental agency whether in effect as of the date of this RFP or thereafter and in each case as amended or modified, from time to time.
5. **‘Applicable Permits’** shall mean any consent, license, approval, registration, resolutions, corporate actions, sanctions, exemption, waiver, permit or no objection certificates, or other authorization of any nature which is required to be obtained or maintained by the Bidder under Applicable Laws during the subsistence of this RFP.
6. **‘Bid’** shall mean the meaning ascribed as that the bidder will be selected for the initial period of contract for 1 (One) year which can further extended based on authority’s mutual consent.
7. **‘Bidder’** shall mean a legal entity who has/ have responded to the Tender and submitted its Bid in response to the Tender.



8. **‘Bidding Process’** shall mean a single- stage, 2 (two) packet system i.e., by submission of a technical bid (“Technical Bid”) and financial bid (“Financial Bid”) separately (collectively referred to as “Bid”) by the Bidders. The eligibility of a Bidder to submit a Bid shall depend upon the Bid being responsive in terms of this RFP and upon it meeting in entirety the minimum qualification criteria as laid down in this RFP.
9. **‘Bid Due Date’** shall mean the last date for submission of a Bid, as may be modified by the Authority in accordance with the terms of this RFP.
10. **‘Business Day’** shall mean such a day on which the offices of the SOUADTGA are open for work and business.
11. **‘Coercive Practice’** shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process and/or performance of the Services.
12. **‘EMD’** shall mean an amount mentioned in this RFP in the form of a Demand Draft.
13. **‘Financial Bid’** shall mean the meaning as ascribed as evaluation of bids will be based on Lowest (L1) Based Selection.
14. **‘Fraudulent Practice’** shall mean any act or omission, including misrepresentation of facts or suppression of facts or disclosure of incomplete facts, that knowingly or recklessly misleads, or attempts to mislead, a person to influence the Bidding Process.
15. **‘GoG’** shall mean the Government of the State of Gujarat, its respective departments, or any other authorities, agencies, and instrumentalities functioning under the direction or control of the Government of Gujarat and its administrators, successors, and assigns.
16. **‘Gol’** shall mean the Government of India, its respective departments or any other authorities, agencies, and instrumentalities functioning under the direction or control of the Government of India.
17. **‘Work Order’** shall mean the Work Order to be issued to the Selected Bidder by the Authority, in accordance with the terms of this RFP.
18. **‘Agency’** shall mean the Selected Bidder with whom the Authority has executed the Agreement.
19. **‘Party’** shall mean an individually means the Bidder or the Authority as the context may admit or require.
20. **‘Person’** shall mean any individual, corporation, partnership firm, joint venture firm, trust, society, government or governmental authority or agency or any other legal entity.
21. **‘Restrictive Practice’** shall mean forming a cartel or arriving at any understanding or arrangement among Bidders or any other person, with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
22. **‘RFP’** shall mean this document, prepared, and issued by the Authority and includes all the annexures, appendices, schedules hereto and all supplements,



corrigendum modifications, amendments, alterations, or clarifications hereto issued in accordance with the terms hereof.

- 23. 'Services'** shall mean the scope of work performed by the Selected Bidder, in accordance with the terms of the RFP and the Agreement.
- 24. 'Selected Bidder'** shall mean the Bidder who has been selected by the Authority and who is in receipt of the Work Order issued by the Authority, in accordance with the Evaluation Method, the terms of this RFP and/or such other additional terms as may be prescribed by the Authority and/or pursuant to Applicable Laws.
- 25. 'Tax'** shall mean all forms of taxes whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value, services, works, import, export, production or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including without limitation social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of withholding or deduction for or on account of tax or otherwise) and/or levies of any nature whatsoever, whether by Gol, Authority or Competent Authorities, and in respect of any Person and all penalties, charges, costs, and interest relating to it.
- 26. 'Terms of Reference' or 'ToR'** shall mean the objectives, scope of work, activities, tasks performed, and respective responsibilities of the Authority, and the Selected Bidder, as set out in detail in this RFP.

### **3.2 General Conditions**

- 3.2.1** By procuring this RFP, the Bidder shall have to make the following acknowledgements and representations:
- a)** The Bidder acknowledges that the Authority does not have any obligation to give such representation or warranty in relation to the Bidding Process and the Services and the Authority assumes no liability whatsoever in this respect.
  - b)** The Bidder represents to the Authority that they have the necessary financial resources available for supporting the Bid and for undertaking and performing the Services.
  - c)** The Bidder shall indemnify the Authority in the event of any claims or actions which may arise against the Authority, in relation to the bidder's submissions under the Bidding Process, this RFP or the Bid to the extent of billed value to the Authority.
  - d)** The Bidder acknowledges that upon being selected as the Selected Bidder it shall undertake and perform the services in accordance with the terms and conditions set out under this RFP, the Work Order, the Agreement, and such other agreements as may be required by the Authority to be entered into upon by the Selected Bidder in connection with the Services.

- e) The Bidder acknowledges that it shall fulfill all the terms and conditions of this RFP, Bidding Process, and the Bid (as submitted by it and as accepted by the Authority) shall be deemed as a qualified Bidder.
- f) The Bidders represents that it follows the requirements under all the Applicable Laws.
- g) The Bidder represents to the Authority that it has / they have obtained all requisite corporate permissions and regulatory approvals required for submission of the Bid and shall be required to submit the requisite supporting documents along with the Bid in this regard.
- h) The Bidder acknowledges that the performance of the Services may be subject to statutory, regulatory, and contractual approvals and the Bidder shall, as and when required, submit the necessary applications, and obtain approvals and comply with any other requirement under the Applicable Laws. The Authority shall not in any way be responsible for any delay or rejection of such approvals or termination of any of the documents/ contracts.
- i) The Bidder acknowledges that this offer to participate in the Bidding Process should be treated as strictly confidential, in accordance with the terms of this RFP.
- j) Each Bidder shall provide only a single Bid for the project.
- k) The Bidder should satisfy themselves that this RFP received by it is complete in all respects. If this RFP or any part thereof is erroneous or missing, the Bidder shall notify the Authority immediately at the email address [acct-souadtga@gujarat.gov.in](mailto:acct-souadtga@gujarat.gov.in)
- l) The Bidder acknowledges and agrees that it has relied entirely on its own enquiries and diligence in preparing its Bid.
- m) In an event the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the Authority reserves the right to reject such Bid and/or cancel the Work Order (if issued) and/or terminate the Agreement and forfeit the EMD and/or Security Deposit as the casemay be. The Bidder shall be solely responsible for such disqualification based on its declaration under the Bid.
- n) By using this RFP (including submitting a Bid) or otherwise participating in this Bidding Process, the Bidder is deemed to accept all the terms and conditions of this RFP. The Authority may reject a Bid if the Bidder does not accept all the conditions in this RFP.
- o) A Bid submitted by a Bidder shall be final and binding on the Bidder but shall not be binding on the Authority.
- p) The Bid submitted by the Bidder shall be evaluated by the Authority based on the terms and conditions as set out under this RFP and the Authority shall, in its sole discretion, select the Selected Bidder.
- q) For the avoidance of doubt, the terms and conditions set out under this RFP shall be applicable to the Work Order to be issued by the Authority to

- the Selected Bidder.
- r) Strict adherence to the formats annexed as appendices in this RFP is required. Non-adherence to formats and/or submission of incomplete information may be grounds for declaring the Bid as 'non-responsive,' in the absolute discretion of the Authority. Each format must be duly signed and sealed by the Bidder.
  - s) The Authority may, at any time before the Bid Due Date, for any reason whatsoever, without assigning any reason, amend, modify, or supplement this RFP by way of an amendment/ corrigendum. Such amendment/ modification/ supplementation shall be uploaded on the website and shall be binding on the Bidders.
  - t) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject the Bid(s) or to annul the Bidding Process and reject the Bid(s), at any time, without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons for such actions.
  - u) If for any reason, the Bid submitted by the Bidder is rejected or cancelled for any reason whatsoever, the Authority may:
    - (i) consider the offer from the other Bidder, whose Bid is responsive and valid, including any deviations/amendments to the Bid, as may be acceptable to the Authority; or annul the Bidding Process; or
    - (ii) take any such measure as may be deemed fit at the sole discretion of the Authority.
    - (iii) The Authority shall have no obligation to undertake or continue the Bidding Process with the Selected Bidder and further shall have the discretionary right to engage in negotiations/ discussions with other Bidder(s).
  - v) All clarifications and interpretations circulated by the Authority shall be deemed to be part of this RFP. Verbal clarifications and information provided by the Authority, or their employees or representatives, shall not in any way or manner be binding on the Authority. However, the Bidder shall have undertaken independent due diligence and appraisal for participation in the Bidding Process and shall not rely on the information provided by the Authority.
  - w) A Bid shall be reviewed by the Authority for compliance with the submission requirements set forth in this RFP.
  - x) The Bid should be unambiguous and should have clearly defined segments to facilitate the evaluation of the same by the Authority. The Bidder acknowledges that to allow the Authority to evaluate the Bid within the limited time available, the Bid needs to be all-encompassing, elaborate, and consistent.
  - y) The Bid submitted by a Bidder shall be scrutinized to establish responsiveness to the requirements laid down in this RFP. In addition to the events set out in the RFP, the following events or occurrences may

cause the Bid to be considered as non-responsive, at the sole discretion of the Authority:

- (i) the Bid that is incomplete, i.e., not submitted in the formats set out under this RFP or not accompanied with any of the applicable documents as specified by the Authority.
  - (ii) the Bid is not signed by an authorized signatory, authorized for submission of the Bid, and/or stamped in the manner indicated in this RFP.
  - (iii) any material inconsistency in the information/documents submitted by the Bidder.
  - (iv) the validity of the Bid is less than the Bid Validity Period.
  - (v) the Bid being conditional in nature.
  - (vi) the Bid is not received within the Bid Due Date, or such other deadline as may be permitted by the Authority, in its sole discretion; the Bidder has directly or indirectly participated in the Bidding Process as a standalone Bidder.
  - (vii) the existence of a conflict of interest as per provisions of this RFP.
  - (viii) the Bidder delaying the submission of additional information or clarifications sought by the Authority.
  - (ix) in the event any of the Bidder is currently undergoing any winding up / insolvency proceedings.
  - (x) the Bidder makes any misrepresentation, or any misleading or inaccurate statement, or has omitted any material information in relation to the Bid the Bidding Process.
  - (xi) the Authority has determined that the Bidder has, directly or indirectly or through any other person engaged in Corrupt Practices, Fraudulent Practices, collusive or Coercive Practices; in such cases, the Authority may also decide to blacklist (for any period as may be determined by the Authority) the Bidder from participation in bidding for any other project of the Authority or the GoG or Gol.
- z)** The Bid submitted by the Bidder shall become the property of the Authority and the Authority shall have no obligation to return the same to the Bidder. However, the EMD and Security Deposit submitted by a Bidder shall be returned in accordance with and subject to the terms contained in this RFP.
- aa)** The decision of the Authority in relation to the contents and terms and conditions of this RFP and the Bidding Process shall be final and binding on the Bidders and the Bidders shall accept such decision of the Authority without any demur or protest.
- bb)** A Bidder should not be a constituent of another Bidder (or any constituent thereof should not, receive or have received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder), or have provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder (or any constituent thereof); or the Bidder should not have the same legal representative for purposes of the Bid

as any other Bidder; or the Bidder should not have a relationship with another Bidder directly or through common third-party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other. This restriction shall not be applicable to Bidders that are central or state government public sector undertakings.

- cc)** The entire process of tendering can be cancelled / modified / altered /redefined without giving any prior notice or information by the management of the authority.
- dd)** The bidder to quote combined price bid. Authority has given format for bid price break up on GeM Portal which is mandatory to be submitted.
- ee)** The financial bid of the firm will not be opened if it does not meet eligibility criteria.
- ff)** Under this RFP, the selected bidder is not permitted to subcontract the scope of work partially or fully.
- gg)** The Service Provider shall indemnify and hold harmless the Authority and its representatives from any claims, damages, or costs arising from third-party actions, legal violations, negligence, defective services, or acts of its personnel. This obligation, including compliance with statutory requirements, survives the contract's termination, with the Client reserving the right to offset related costs from payments due.
- hh)** The fees will be paid on Monthly basis after submission of work done and submission of monthly report.
- ii)** The bidder will have to raise separate invoices for all the five entities as mentioned in this RFP on Monthly basis.
- jj)** In the interest of the assignment and interest of authority, management reserves the right to call for additional documents / information / data from the concerned forms applying for assignment.
- kk)** Under this RFP, the bidder requires to deploy the manpower at the Ekta Nagar, however, Monthly Review Meeting shall be deemed part of scope of work under this RFP.
- ll)** All associated cost for travel, visit & meeting the authority in person at Ekta Nagar shall be borne by the Agency. Authority shall not reimburse any additional cost over and above the financial bid value.
- mm)** The decision of SOUADTGA will be final and binding on all bidders for any interpretation in technical eligibility criteria / admissibility – inadmissibility of any document or experience for eligibility.

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

**3.2.3** The Authority reserves the right to conduct due diligence verifications on the Bidder at any stage of the Bidding Process. If the Authority requires any information, document, or other support from the Bidder, for the purposes of



conducting any diligence, the Bidder shall provide the same at its own cost.

**3.2.4** The Authority shall have the right and may blacklist the Bidders from participating in any future tenders issued by the Authority for 2 years {including forfeiting of the EMD / Security deposit (as the case may be)} and inform other Government departments for the same upon the occurrence of the following events:

- (a) If a bidder withdraws its Bid after its Technical Bid/Financial bid has been accepted by the Authority; or
- (b) If a selected bidder fails to accept the work order; or
- (c) If a selected bidder fails to execute the Agreement with the Authority; or
- (d) If a selected bidder withdraws its bid on or before the end of contract period; or
- (e) If a bidder conceals any material information or makes incorrect and misleading statements or misrepresents facts in its Bid, or
- (f) If a bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice; or
- (g) If a bidder tries to influence the Authority or any of its officials in relation to the evaluation of the Bids.
- (h) If the selected bidder fails to perform as per scope of work, and authority concludes that the non-performance is willful in nature.

### **3.3 Clarifications and Amendment of RFP Documents**

**3.3.1** Bidders may request clarification on any of the points contained in the RFP up to the number of days indicated in this RFP. Any request for clarification must be sent in writing by paper and e-mail to the Authority's address as indicated. The Authority will upload a response to all such requests received by it on GeM Portal.

**3.3.2** Bidders may also request clarifications and/or appropriate modifications to the draft of the Agreement, including suggestions on the proposed methodology (work plan), staffing and any suggestions, which may be (in the opinion of the Bidder) required to be made to improve the scope of work to be performed by the Selected Bidder, at any time but prior to the pre-bid meeting, to be organized by the Authority, in accordance with the terms of the RFP.

**3.3.3** Any clarification provided by the Authority may not be relied upon by the Bidder unless such clarification is provided in writing by the Authority.

**3.3.4** The Authority reserve the right to not respond to any query or clarification or amendment / modification to the Agreement, sought by a Bidder or provide any clarification to the Bidder, at its sole discretion; no extension of time shall be granted to a Bidder with respect to the Bid Due Date based on not having received a response to clarifications sought from the Authority or its authorized representatives. Nothing in this paragraph shall be considered or read as compelling or requiring the Authority to respond to any query or to provide any clarification to the queries raised by a Bidder.

**3.3.5** The Authority may, at its absolute discretion issue interpretations and

clarifications and corrigendum to address the query or clarification or amendment/ modification to the Agreement, as sought by a Bidder. All clarifications and interpretations circulated by the Authority shall be deemed to be part of this RFP if provided in writing. Verbal clarifications and information provided by the Authority, or its employees or representatives shall not in any way or manner be binding on the Authority or be deemed to amend/ supplement this RFP.

- 3.3.6** At any time before the submission of the Bids, the Authority may for any reason, whether at its initiative or in response to a clarification requested by a Bidder, modify the RFP by amendment. Any such amendment shall be issued in writing through corrigenda. Corrigenda shall be uploaded on the website mentioned above and shall be binding on all Bidders.
- 3.3.7** During the evaluation of Bids, the Authority may, at its discretion, request a Bidder for further clarifications and/or information. The request for clarification and the response thereto shall only be in writing; the Bidder shall be required to reply to the clarification within a period as specified by the Authority.
- 3.3.8** The Authority also decide to conduct the pre-bid meeting on a virtual platform as well as physical, details of the online meeting link has been shared later
- 3.3.9** A maximum of 2 (two) representatives of each Bidder shall be allowed to participate physically in such pre-bid meeting, on the production of authority letter from the Bidder.
- 3.3.10** The Authority at its absolute discretion shall prepare a response to the queries so raised and upload the same as a corrigendum/ addendum on the above- mentioned website. The Bidders are advised to keep checking the same from time to time.

### 3.4 Preparation and Submission of Bid

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

- (a) **Part 1:** EMD (Original in Hard Copy)
- (b) **Part 2:** Technical Bid. (Online Only)
- (c) **Part 3:** Financial Bid (Online only)

Bids shall be accepted by the Authority up to the Bid Due Date. It is further clarified that the Authority shall have the sole discretion to reject and return Bids which are received by the Authority after the Bid Due Date.

#### 3.4.1 Part 1: Earnest Money Deposit:

- (a) **Earnest Money Deposit (EMD):** A Bidder is required to submit earnest money deposit amounting to **Rs 50,000 /- (Rupees Fifty Thousand Only)** via account payee Demand Draft drawn in favor of "CEO, Statue of Unity Area Development & Tourism Governance Authority" payable at Ekta Nagar / Rajpipla of any scheduled bank enlisted in latest GR of Finance Department, Gujarat in this regard. The EMD of the unsuccessful bidders shall be returned by the Authority preferably within 30 days from the date of signing of the contract agreement with the Successful Bidder. The EMD of the successful bidder shall be returned upon submission of the Security Deposit. It is hereby clarified that non-submission of the EMD by a Bidder, along with the submission of the Bid, shall lead to the rendering of that Bid as non-responsive, and accordingly, the Authority shall have the right to reject such Bid. The Authority shall be entitled to forfeit the EMD of the relevant Bidder, in the event, inter alia:

- (i) the Bidder fails to extend the validity of the EMD as may be required by the Authority; or
- (ii) a Bidder withdraws from the Bidding Process (having submitted the Bid) at any time after the Bid Due Date; or
- (iii) the Bidder is found to have made a false or misleading representation or statement in the Bid or under any document prepared, submitted and/or executed by the Bidder in relation to the same; or
- (iv) the Bidder (being a Selected Bidder) fails to perform its obligations within timelines as prescribed in this RFP or timelines as may have been agreed between the Authority and such Bidder; or
- (v) any other non-compliance with the terms and provisions of the Bidding Process or the Bid submitted by the Bidder.
- (vi) **Under this RFP, the MSME exemption shall apply only to the EMD fees, with no other exemptions permitted. Bidders seeking MSME exemption for the purpose of EMD must provide valid supporting documentation, including the appropriate category of exemption and UDYAM Registration Certificate and CSPO/NSIC Certificate as per Gujarat Purchase Policy 2024**

**Note:** Bidder to ensure that the purchaser of the DD towards the Earnest Money Deposit should be the Bidder only. DDs purchased under the hand /



in the name of any purchaser other than the Bidder may render the bid non-responsive.

### 3.4.2 Part 2: Technical Bid – (To be submitted Online)

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

Form 1:	Format for Technical Bid Submission Cover Letter
Form 2:	Format for General Information
Form 3A:	Format for Power of Attorney for Authorized Representative
Form 4:	Format for Financial Summary and Capacity
Form 5:	Format for Letter of Declaration
Form 6:	Format for Obtaining Experience Certificate / Completion Certificate
Form 7:	Format for showcasing Experience
Form 8:	Format for Affidavit

- (b) **A Technical Bid (including all documentary evidence, Forms etc.) with a cover letter and index page shall be submitted online**
- (c) The Technical Bid Must **Not include any financial information** with respect to the Bid.

### 3.4.3 Part 3: Financial Bid (to be strictly submitted online only)

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

- (a) **The responsive bids shall be** evaluated based on Lowest (L1) Based Selection.  
**Note:** The cost should be inclusive of all the taxes (including GST), duties, fees, levies, and other charges imposed under the Applicable Law on the Bidder and its personnel.
- (b) It is expected that Bidders shall determine all the costs appropriately and shall take necessary care in allocating budgets adequately to major components of the study.
- (c) If the Financial Bid is submitted along with Technical Bid, it will lead to the disqualification of the Bidder.

## 3.5 Submission, Receipt, and Opening of Bids

### 3.5.1 Language

- (a) The Bid and all related correspondence and supporting documents in relation to the Bidding Process shall be in the **English language** only.

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

### **3.5.2 Sealing and Marking of Bids**

- (a) The Bid shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the Bidder. Any such corrections must be initiated by the person who signs the Bid.
- (b) The Bid, along with its relevant enclosures, should be paginated, with an index of submission on the first page.
- (c) An authorized representative of the Bidder shall initial all pages of the Bid. The representative's authorization shall be in the form of a notarized power of attorney accompanying the Bid, or in any other form demonstrating that the representative has been duly authorized by the Bidder to sign the Bid, on behalf of the Bidder.
- (d) The signed Technical Bid shall be submitted along with a scanned copy of the complete set of Technical Bid (including all Forms and annexures) online on GEM Portal. The EMD must be in one Envelope and submitted in hard copy to this office.
- (e) EMD which shall be submitted at following address  
**To,**  
**Account officer, SoUADTGA,**  
**Room No. 224, 2<sup>nd</sup> floor,**  
**New administrative Building,**  
**Ekta Nagar, Kevadia,**  
**Gujarat – 393151**
- (f) **Financial Bid is required to be submitted separately online on GeM Portal only.** Any submission of the Financial Proposal in Technical Bid

document shall lead to the Proposal being rejected in its entirety and declared as non-responsive.

### 3.5.3 Opening of Technical Bids

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

### 3.6 Bid Evaluation

The evaluation of the Bids shall constitute the following stages:

#### 3.6.1 Stage 1: Test of Responsiveness

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

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

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

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

- (i) is received in the formats prescribed in this RFP.
- (ii) is signed by the authorize signatory as per the requirements mentioned in the RFP.
- (iii) contains all information as per the formats specified in the RFP.
- (iv) contains all necessary documentary proof as specified in the checklist mentioned in RFP.

#### 3.6.2 Stage 2: Pre-qualification Criteria / Technical Eligibility Criteria

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

Pre-qualification / Technical Eligibility Criteria	
1.	<p><b><u>Criteria (Period of Existence):</u></b> The firm must be a Chartered Accountant Firm/LLP and should have been registered for a period of 10 years at on 31.03.2025.</p> <p><b><u>Proof to be enclosed / Documents Required:</u></b></p> <p>1. Self-certified copy of Constitution of firm issued by relevant Authority as on bid due date.</p> <p><b>For example:</b></p> <p>1) If it is CA firm, Firm Card issued by ICAI. 2) If it is LLP, certificate issued by Registrar of Companies.</p>
2.	<p><b><u>Criteria (Income Threshold):</u></b> The Chartered Accountant firm/LLP must have average annual turnover of at least Rs. 20 Crores out of which Either</p>

**Pre-qualification / Technical Eligibility Criteria**

at least 40% should be from Tax Consulting of preceding 3 financial years ended on 31.03.2024  
or  
at least average Rs. 10 Crores should be from Tax Consulting of preceding 3 financial years ended on 31.03.2024

**Proof to be enclosed / Documents Required:**

For 3 years that is FY2021-22, 2022-23 and 2023-24 Submit the below documents:

1. Certificate of Statutory Auditor clearly mentioning average total turnover of the firm and average turnover from tax consultancy.

Note: Tax Consultancy turnover refers to income from

1. providing advisory services for Direct and Indirect Tax Matters,
2. Representing clients at various tribunals and courts wherein tax matters are involved
3. Consultancy regarding tax litigation matters
4. Consultancy regarding tax matters in transaction advisory.

**3. Criteria (Partners):**

The chartered accountant firm / LLP should have at least 15 (Fifteen) Chartered Accountants out of which at least 7 (Seven) should be partners.

**Proof to be enclosed / Documents Required:**

1. Self-certified copy of latest registered partnership deed.
2. Supporting document issued by ICAI as on bid due date and /or self-certified undertaking by the bidder giving list of at least 10 (Ten) Chartered Accountants out of which at least 7 (Seven) Chartered Accountants should be partners.

**4. Criteria (Work Experience) for similar work:**

The Chartered Accountant firm/LLP must have done at least 5 Assignments, severally of Direct Taxes consultancy in last 5 years for either

- a. Government Boards, Urban Development Authorities, Area Development Authorities, Municipal Corporations or Government Trusts where annual expense of such entities is more than Rs. 250 Crores in each year where service was rendered; or
- b. Central and State Public sector undertakings and other Companies registered under Companies Act where annual turnover of such entities is more than Rs. 1000 Crores in each year where service was rendered.

**Proof to be enclosed / Documents Required:**

1. Work order issued and /or agreement.
2. Certificate of work completion (For any continuing assignments, which are ongoing for more than 1 year, any letter received from client acknowledging the same shall be deemed to be Certificate of work completion) issued by concerned organization on its letterhead duly signed by competent person mentioning nature of work and type of assignments done for the organization.  
And
3. Proof of Income of clients for the above-mentioned criteria.

**Note:**

**Pre-qualification / Technical Eligibility Criteria**

	<ol style="list-style-type: none"> <li>Each year will not be considered as a separate assignment for the above criteria.</li> <li>The assignments which have been submitted for Criteria 5 shall not be considered for this criterion.</li> <li>Similar work assignment shall only include assignments where scope of work necessarily includes "litigation" or "consultancy".</li> </ol>
5.	<p><b><u>Criteria (Work Experience) for similar work:</u></b> The Chartered Accountant firm/LLP must have done at least 5 Assignments, severally of Indirect Tax and GST consultancy in last 5 years for either</p> <ol style="list-style-type: none"> <li>Government Boards, Urban Development Authorities, Area Development Authorities, Municipal Corporations or Government Trusts where annual expense of such entities is more than Rs. 250 Crores in each year where service was rendered; or</li> <li>Central and State Public sector undertakings and other Companies registered under Companies Act where annual turnover of such entities is more than Rs. 1000 Crores in each year where service was rendered</li> </ol> <p><b><u>Proof to be enclosed / Documents Required:</u></b></p> <ol style="list-style-type: none"> <li>Work order issued and /or agreement.</li> <li>Certificate of work completion (For any continuing assignments, which are ongoing for more than 1 year, any letter received from client acknowledging the same shall be deemed to be Certificate of work completion) issued by concerned organization on its letterhead duly signed by competent person mentioning nature of work and type of assignments done for the organization. And</li> <li>Proof of Income of clients for the above-mentioned criteria.</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>Each year will not be considered as a separate assignment for the above criteria.</li> <li>The assignments which have been submitted for Criteria 4 shall not be considered for this criterion.</li> <li>Similar work assignment shall only include assignments where scope of work necessarily includes "litigation" or "consultancy".</li> </ol>
6.	<p><b><u>Criteria (Statutory Requirements):</u></b></p> <ol style="list-style-type: none"> <li>The Firm/LLP must have valid GST registration, PAN registration and ICAI Firm Registration</li> </ol> <p><b><u>Proof to be enclosed / Documents Required:</u></b></p> <ol style="list-style-type: none"> <li>Copy of GST Registration Certificate</li> <li>Copy of PAN card</li> <li>Copy of ICAI firm Card</li> </ol>
7.	<p><b><u>Criteria:</u></b> Affidavit and declaration regarding pending disciplinary matters, debarments, and disqualifications, and blacklisting from any Govt. Organizations and other matters.</p>

Pre-qualification / Technical Eligibility Criteria	
	<p><b><u>Proof to be enclosed / Documents Required:</u></b></p> <ol style="list-style-type: none"> <li>1. Affidavit duly signed by the firm as per <b>Form 8</b> on non-judicial stamp paper of Rs. 300/- duly Notarized AND</li> <li>2. Declaration as per <b>Form 5</b> on the letter head of the firm.</li> </ol> <p>The firms blacklisted by any Govt. / Semi Govt. Organizations; PSUs will be disqualified.</p>
8.	<p><b>Earnest Money Deposit of Rs 50,000/- (Rupees Fifty Thousand Only)</b> via account payee Demand Draft drawn in favor of “CEO, Statue of Unity Area Development &amp; Tourism Governance Authority” payable at Ekta Nagar / Rajpipla of any scheduled bank enlisted in latest GR of Finance Department, Gujarat in this regard.</p> <p><b><u>Proof to be enclosed / Documents Required:</u></b> EMD as above.</p>

**Note:**

1. The applying firm must satisfy criteria of work experience 4 and 5 separately i.e., the firm satisfying either 4 or 5 criteria would not be considered as qualified in technical round.
2. Merely work of obtaining registration numbers, filing returns, filing appeals will not be counted as eligible work/bid.
3. For all the submitted projects, documentary evidence to substantiate the scope of work, successful completion, horizon period, multi-sectoral approach in the form of Work Order, Agreement, Completion Certificate from the Client side is mandatory.
4. The decision of the Authority towards adjudging eligible projects shall be final and binding on the bidders.
5. Bidders are instructed to read each requirement of qualification very carefully and submit adequate, appropriate, and certified information. Documents without adequate and appropriate information shall not be considered. No communication shall be made or paid attention to at a later stage.

**3.6.3 Stage 3: Technical Bid Evaluation**

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

**3.6.4 Financial Bid Evaluation:**

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



- iii. The Evaluation Committee shall consider the price quote, and the Technically Eligible Bidder based on Lowest (L1) Based Selection.

### **3.7 Right of Acceptance**

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

### **3.8 Notification of Award by Issuance of "Work Order"**

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

### **3.9 Selection of Bidder for the assignment**

The overall (total of financial bid of all 5 entities) L1 bidder firm remaining out of technical eligibility round will be selected for the assignment.

### **3.10 Security Deposit**

The successful bidder will be required to place **Security Deposit @ 5% of the contract** value by way of bank guarantee OR Fixed Deposit of 1 year period in favor of CEO, SOUADTGA from any Scheduled / Nationalized bank approved by Finance Department, Gujarat within 7 days from the date of notice of award of contract., failing which a penalty of Rs 1000/- per day will be imposed till the date of continuation of the delay. The security deposit to be submitted for One Year.

### **3.11 Period of Contract**

The period of contract will be 1 year from the date of the issuance of work order. On satisfactory performance and with mutual understanding the period may be extended further for a period of 1 year limiting to a maximum of two extensions.

### **3.12 Confidentiality & Penalty**



- 3.12.1** The firm or its partners and the personnel or either of them shall not, disclose or pass on to any others, the proprietary or confidential information relating to the projects, the services, this contract, or the authority's business or operations without prior written consent of the Management.
- 3.12.2** The Bidder shall be allowed to retain sufficient documentation as part of its professional records to support and evidence the work performed by it. Such retention shall be subject to obligations of confidentiality mentioned in the RFP. The firm shall not use reports and documents for purposes unrelated to this contract without prior written approval of the authority.
- 3.12.3** The firm has to undertake that all knowledge and information not within the public domain which may be acquired during the execution of the assignment shall be, for all time and for all purposes, 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.
- 3.12.4** If the firm or the partner there of is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties or non-performance of duties as per scope, using or giving the details gathered during the assignment to other parties without permission of the Authority, non-observation of instructions given by the Authority, unauthorized retention of records of the Authority, violating the terms and conditions of this assignment, unauthorized changes in the records of the Authority, indulging in mala-fide practices or any other cognizable offence or breach, firm will be punishable with any or all of the following consequences.:-
- i. Removal from the assignment with immediate effect/ from the date specified.
  - ii. Removal from any other assignment with immediate effect / from the date specified / given by the Authority.
  - iii. Deduction of percentage of fees as may be determined by the management or recoverable from any due payments / bank guarantee.
  - iv. Ban from accepting the future assignment of the Authority for 2 years.
  - v. Any other action deemed appropriate by the management. The decision / interpretation in all/any terms and conditions enumerated above and agreed upon by the firm shall be final and binding on firm without demure and any further recourse to any litigation/arbitration.
  - vi. If firm / LLP leaves during the tenure of assignment without any proper procedure or prior intimation, Bank guarantee and outstanding fees may be forfeited. The decision of authority is final in case of additional penalty.
- 3.12.5** Penalties in case of delay/non-compliance of following:
- .

<b>Sr. No.</b>	<b>Matter</b>	<b>Penalty (INR)</b>
1	Delay in challan generation above 1 working day from request time.	Actual Interest/Penalty charged by Government
2	Delay in filing of returns	Actual Interest/Penalty charged by Government
3	Delay in providing Opinions above the time frame specified in this RFP	A. Actual Interest/Penalty charged by Government B. Rs. 2500 per day  whichever is higher.
4	For any faulty filings	A. Actual Interest/Penalty charged by Government B. Rs. 10000 per return.  Whichever is higher.
5	Delay in E-invoice generation beyond two days from notice	C. 1000 per day

**Notes:**

4. Above penalties will levy only in case the tax consultant has received required data within reasonable time.
5. In any case the penalty levied shall not exceed 3 times the annual fees.

**3.13 Settlement of Disputes**

**3.13.1** The decision of the Authority in selection of the C.A firm will be final.

**3.13.2** Any dispute w.r.t Tax of any Income tax, GST, & Other Direct & Indirect taxes document between Tax Consultant and concerned branch / Unit / Division will be resolved by the Account Officer, SOUADTGA. The Tax Consultant dissatisfied with the decision of the Account Officer, Additional Collector / Chief Executive Officer may be approached, and the decision of the Additional Collector/Chief Executive Officer will be final and binding one.

**3.13.3** For the purpose of the present work contract as well as for any matter arising there

under or connected therewith, the Court at Narmada (Rajpipla), Gujarat alone shall have jurisdiction.

- 3.13.4** All disputes arising between the parties shall be settled amicably through Arbitration as per the Arbitration and Conciliation Act, 1996 and the Arbitrator to be mutually appointed by the parties.

### **3.14 Corrupt Practices**

- 3.14.1** The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and after the issue of the Work Order and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the Work Order or the Agreement, the Authority may reject a Bid, withdraw the Work Order, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD and /or Security Deposit, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Agreement, or otherwise.
- 3.14.2** Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the Work Order or the Agreement, or otherwise if a Bidders found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice during the Bidding Process, or after the issue of the Work Order or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice, as the case may be.

### **3.15 Right of Rejection**

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

### **3.16 Termination**

The Contract Agreement may be terminated by the Authority if:

- a. in case of breach of any of the terms and conditions of the RFP document and the contract agreement by the selected bidder, the Authority shall have the right to terminate the contract agreement with immediate effect without assigning any reason thereof or by providing one month notice (in written) to the selected bidder, and nothing shall be payable by the authority and in that event the EMD or Security deposit submitted shall be forfeited.
- b. the selected bidder goes bankrupt and becomes insolvent.
- c. If a qualified bidder / selected bidder wants to withdraw its bid at any stage during the evaluation process or the contract duration (as the case may be) the qualified bidder / selected bidder must give 90 days' advance notice in written to the Authority. In such case the EMD or Security deposit submitted by the selected bidder shall be forfeited.

### **3.17 Force Majeure**

**3.17.1** Force Majeure shall mean any event beyond the control of Authority or of the Agency and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by the exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (a) War, hostilities, invasion, acts of a foreign enemy and civil war.
- (b) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion, and terrorist acts.
- (c) Strike, sabotage, unlawful lockout, epidemics, quarantine, and plague.
- (d) Earthquake, fire, flood or cyclone, or other natural disaster
- (e) Any other event as decided by the Authority.

**3.17.2** As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- (a) The date of commencement of the event of Force Majeure.
- (b) The nature and extent of the event of Force Majeure.
- (c) The estimated Force Majeure Period,
- (d) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, the performance of any of its obligations under the Agreement is affected by the Force Majeure.
- (e) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume the performance of such of its obligations affected thereby.
- (f) Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Agreement.

#### 4. Technical Bid

Technical Bids must be accompanied with the following documents

(As Applicable):

Sr. No.	Enclosures to the Technical Bid	Status Submitted / Not Submitted	Page Number
1.	<b>Form1:</b> Technical Bid Submission Cover Letter		
2.	<b>Form 2:</b> General Information (To be submitted on the letter head of the bidder's)		
3.	<b>Form 3A:</b> Power of Attorney (POA) for Authorized Representative (On Non-Judicial Stamp Paper of Rs 300/- )		
4.	<b>Form 4:</b> Financial Summary of the bidder.		
5.	<b>Form 5:</b> Declaration		
6.	<b>Form 6:</b> Obtaining Experience Certificate/ Completion Certificate		
7.	<b>Form 7:</b> Showcasing Experience		
8.	<b>Form 8:</b> Affidavit (On Non-Judicial Stamp Paper of Rs 300/-)		
9.	<b>Form 9:</b> Consortium Agreement (On Non-Judicial Stamp Paper of Rs 300/-)	Not Applicable for this RFP	
10.	<b>Form 10:</b> Bank Guarantee / Security Deposit		
11.	Scanned copy of Technical Bid		

**Form 1: Technical Bid Submission Cover Letter**

(To be furnished by the Bidder on its letterhead)

**Date:** \_\_\_\_\_

To,  
**CEO, SOUADTGA,**  
**Room No. 224, 2<sup>nd</sup> floor,**  
**New administrative Building,**  
**Ekta Nagar, Kevadia,**  
**Gujarat – 393151**

**Sub: Submission of Bid for “Appointment of Chartered Accountant Firms /  
LLPs as consultant for Direct and Indirect Taxes Matters**

Sir,

In response to the Request for Proposal (RFP) for the “**Appointment of Chartered Accountant Firms / LLPs as consultant for Direct and Indirect Taxes Matters.**” Going through all the information and terms and Conditions given in the Tender document including addendums, we are submitting our Bid as under.

1. I/We are submitting this Bid (Proposal) on our own.
2. The required general information and details along with supporting documents are enclosed along with this Bid. The undersigned declares that the statements made, and the information provided herein are complete, true, and correct in all aspects. This Bid shall be valid for 180 days from the Bid Due Date.
3. We acknowledge that the Office of CEO, SOUADTGA will be relying on the information provided in this Bid and the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in the Annexures are true and correct, nothing has been omitted which renders such information misleading and all documents accompanying such Bid are true copies of their respective originals.
4. All the required documents as per the format provided in the RFP, duly signed, are enclosed.
5. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Office of CEO, SOUADTGA in connection with the selection of Bidders, or in connection with the Bidding Process itself.
6. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. I/ We certify that in the last 3 (three) years, we have neither failed to perform

on any contract, as evidenced by the imposition of a penalty by an arbitrator judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

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



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

Yours Sincerely,

**Authorized Signature (in Full and Initials)**

**Name and Title of Signatory:**

**Name of Firm:**

**Address:**

**Note: Strike out which is not applicable**

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

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

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

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

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

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

**For**

[name and registered address of organization]

[Signature]

[Name]

[Designation]

**Witnesses:**

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

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

**Accepted**

[Signature]

[Name]

[Designation]

[Address]

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

(applicable only in case the Bidder being a Consortium)

**Not Applicable for this RFP**

**Form 4: Format for Financial Summary of the Bidder**

(Same should be furnished by the Statutory Auditor on their letter head)

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

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

UDIN No: \_\_\_\_\_

**Certificate from the Statutory Auditor**

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

Name of Authorized Signatory Designation

Name of Bidding firm

Signature of Authorized Signatory

Seal of Audit firm

**Note:**

1. The Bidder shall submit audited profit and loss statement/Income & Expenditure in support of the financial data duly certified by statutory auditor/s.

**Form 5: Format for Declaration**

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

This is to certify that I \_\_\_\_\_ undersigned fully authorized by  
(Name of Firm/LLP) to submit this tender document **“Request for Proposal (RFP) For  
Appointment of Chartered Accountant Firms / LLPs as consultant for Income Tax,  
GST & other Direct and Indirect Taxes Matters” of SOUADTGA”**.

This is further certified and / or confirm that,

- A.** All the documents submitted in this tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document (s) / information is false, fraudulent, or forged or fabricated.
- B.** The price quoted by us is without any condition and deviation.
- C.** We are not under any “liquidation, any “court receivership’ or similar proceedings and “bankruptcy.”
- D.** Our firm / LLP / any of its partners are not debarred / disqualified / penalized by any government organization, department, board, corporation, tribunal, court of law or any other organization / undertaking or any regulatory bodies like RBI, ICAI, SEBI, NCLT, or National Financial Reporting Agency, RERA, or any court etc.
- E.** In case of any adverse / disciplinary action is initiated during the procedure for appointment of Firm/LLP for this assignment and after appointment (If selected), the organization can terminate the appointment without assigning reasons thereof.
- F.** The firm / LLP is not issued with any order of disqualification, debarment or termination by any government organization, department, board, corporation, tribunal, court of law or any other organization / undertaking or any regulatory bodies like RBI, ICAI, SEBI, NCLT, RERA or National Financial Reporting Agency or any court etc. for which proceedings are ongoing.
- G.** All the information given in tender document submitted by us is correct.
- H.** That the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there had been suppression of material information, the firm would stand disqualified.

- I. We have read entire tender document and agree to carry out scope of work mentioned in document and all terms and conditions mentioned will be acceptable to us.
  
- J. Tender document shall be deemed to form part of our bid and in the event of award of work to us the same shall be considered for constitution of Agreement. Further, we shall sign and stamp each page of the tender document as a token of acceptance and as a part of the contract in the event of award of contract to us.
  
- K. **We hereby confirm that we have not been blacklisted by any Government/ Semi Government, PSU, any other Department, Organization, Corporation, or any other entity in India.**

Date:

Sign of Authorized Partner

Place:

(With Firm Name, Seal & Stamp)



**Form 6: Format for obtaining Experience Certificate/ Completion Certificate.**

**This is to certify that M/s ....., have successfully handles the assignment of following for the following financial year:**

<b>Financial Year</b>	<b>Annual Expense/Annual Turnover as relevant as per RFP</b>	<b>Scope of Work</b>

Above details are certified based on records of ..... (Name of Organization)

Date-

Place -

(Signature of Authorized Person)

### Form 7: Format for Showcasing Experience

#### Project Summary Sheet:

Sr.no	Name of the Organization	Experience for Direct tax / Indirect tax (Note)	Year of Assignment	Date of Allotment	Scope of Work in Brief	Date of Completion
1.						
2.						
3.						
4.						

*Note: Add rows as required*

*Date: -*

*(Signature of Authorized Person)*

*Place: -*

**Note: In Column Number 3, the bidder should mention whether they want to submit the assignment as experience for Direct tax (sr. 4 of 3.6.2) or Indirect Tax (Sr. 5 of 3.6.2)**

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

To,  
CEO, SoUADTGA,  
Room No. 224, 2<sup>nd</sup> floor,  
New administrative Building,  
Ekta Nagar, Kevadia,  
Gujarat – 393151

**Sub: Submission of Bid for “Request for Proposal (RFP) For Appointment of Chartered Accountant Firms / LLPs as consultant for Income Tax, GST & other Direct and Indirect Taxes Matters”**

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

Solemnly affirmed on this \_\_\_\_\_ day of 2024

Yours Faithfully,

---

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

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

**Not Applicable for This RFP**

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

This Deed of Grantee is made on \_\_\_\_ Day of \_\_\_\_, YYYY at \_\_\_\_ by this \_\_\_\_\_ Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Registered Office at \_\_\_\_ and inter alia an operational Branch Office at \_\_\_\_, Ekta Nagar / Rajpipla (hereinafter referred to as **“the Bank”** or **“the Guarantor”**, which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns) in favor of ‘Statue of Unity Area Development and Tourism Governance Authority (hereinafter referred to as **“SOUADTGA”** which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assignees).

WHEREAS, SOUADTGA has undertaken the process of competitive bidding for **“Request for Proposal (RFP) For Appointment of Chartered Accountant Firms / LLPs as consultant for Income Tax, GST & other Direct and Indirect Taxes Matters”** for which purpose AUTHORITY issued a request for proposal dated [•] (**“RFP”**) inviting Bids from interest parties to execute the scope of work specified therein.

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

1. [name of the Bank] at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to SOUADTGA an amount of Rs. .... (Rupees only) hereinafter referred to as the **“Guarantee”** as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP.
2. Any such written demand made by SOUADTGA stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive, and binding on the Bank and such amount shall be paid by the Bank without any demur, protest, condition, deduction, or reservation.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of SOUADTGA is disputed by the Bidder

or not, merely on the first demand from SOUADTGA stating that the amount claimed is due to SOUADTGA by reason of the failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs..... (Rupees only).

4. We, the Bank, further agree that SOUADTGA shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said RFP, and the decision of AUTHORITY that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between SOUADTGA and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, SOUADTGA shall be entitled to treat the Bank as the principal debtor. SOUADTGA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP or the securities available to SOUADTGA, and the Bank shall not be released from its liability under these presents by any exercise by SOUADTGA of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of SOUADTGA or any indulgence by SOUADTGA to the said Bidder or by any change in the constitution of SOUADTGA or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be

sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim. The Bank guarantee should be payable at any branch in Ekta Nagar / Rajpipla.
9. It shall not be necessary for SOUADTGA to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which SOUADTGA may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of SOUADTGA in writing.
11. The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.....Lakhs (Rupees Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Utility serves a written claim on the Bank in accordance with paragraph 8 hereof.
13. This Guarantee will remain in force up to 180 (One hundred and eighty) days from the Due Date (inclusive of the due date) for submission of the Bid, inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between SOUADTGA and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
14. The jurisdiction in relation to this Guarantee shall be the Courts of Gujarat, and Laws in India shall be applicable.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this\_\_\_\_\_day of \_\_\_\_\_ and year first herein above written.



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

Authorized Signatory Name:

Designation:

In the presence of:

1.

2.

NB: SOUADTGA should be able to invoke this Bank Guarantee at any branch of the  
Bank located at Ekta Nagar / Rajpipla

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

**Format for Financial Bid**

<b>Particular</b>	<b>Total Contract Value including of all taxes and out of pocket expenses (INR)</b>
Statue of Unity Area Development & Tourism Governance Authority	
Sardar Vallabhbhai Patel Rashtriya Ekta Trust	
Kevadia Jungle Safari Society	
Kevadia Valley of Flowers Society	
Kevadia Forest Division	
<b>Total Contract Value in Rupees (in figures) (Total of all the entity)</b>	
<b>Total Contract Value in Rupees (in words) (Total of all the entity)</b>	

- Fee is including all kind of charges to render services. No other charges except this Fee shall be paid to perform the scope.
- Submission of this financial quote shall mean bidder has read all the terms and conditions with respect to financial bid as outlined in the RFP and abide with the terms and conditions.
- **All other terms and conditions, scope of work and other conditions set forth in this RFP shall be valid and bound in all cases.**
- **The payment for the Tax Consultant services shall be made monthly basis upon submission of work done and submission of the monthly report, covering all entities mentioned in the RFP.**
- **The total contract value shall be as per the quoted amount, inclusive of all applicable taxes and GST.**

## Annexure 2: List of Banks

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

**Government of Gujarat**

**Finance Department**

**GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O.**

**Date: 01/05/2025**

Read: FD GR. No.: FD/MSM/e-file/4/2023/4020/D.M.O Dt 11/03/2024

**Preamble:**

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 11/03/2024.


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

**Resolution:**

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

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

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

  
(Arvind V.)

Joint Secretary (Budget)

Finance Department

To,  
The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar  
Principal Secretary to Hon. Chief Minister  
PS to Hon. Finance Minister  
PS to all Hon. Ministers, State Ministers and Deputy Ministers  
PS to Chief Secretary  
PS to Principal Secretary, Finance Department  
PS to Secretary (EA), Finance Department  
PS to Secretary (Expenditure), Finance Department  
PS to Additional Secretary (B), Finance Department  
All Administrative Departments, Sachivalaya, Gandhinagar  
System Manager, Finance Department for put up on GSWAN website  
Select File DMO-Finance Department

**Annexure I.**

**Finance Department, GR. No.: FD/MSM/e-file/4/2024/2859/D.M.O.**

**Date: 01/05/2025**

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

❖ **All Nationalized Banks**

- (B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2026. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	22	South Indian Bank
2	AU Small Finance Bank	23	Standard Chartered Bank
3	Bandhan Bank	24	Tamilnad Mercantile Bank
4	Barclays Bank	25	Utkarsh Small Finance Bank
5	City Union Bank	26	YES Bank
6	CSB Bank	27	Ahmedabad Mercantile Co-op. Bank
7	DBS Bank India Limited	28	Nutan Nagrik Sahkari Bank Ltd.
8	DCB Bank	29	Rajkot Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	30	Saraswat Co-Operative Bank Ltd
10	ESAF Small Finance Bank	31	SBPP Co-operative Bank Ltd.
11	FEDERAL Bank	32	SVC Co-Operative Bank Ltd.
12	HDFC Bank	33	The Cosmos Co-op Bank Ltd.
13	HSBC Bank	34	The Gujarat State Co-operative Bank
14	ICICI Bank	35	The Mehsana Urban Co-Op. Bank
15	IDBI Bank	36	The Surat District Co-op Bank
16	IDFC First Bank	37	The Surat People's Co. Op. Bank Ltd
17	Jammu and Kashmir Bank	38	The Kalupur Commercial Co-op. Bank
18	Jana Small Finance Bank	39	The Panchmahal District Co-operative Bank
19	Karnataka Bank	40	The Baroda District Co-operative Bank
20	Karur Vysya Bank	41	Baroda Gujarat Gramin Bank
21	Kotak Mahindra Bank	42	Saurashtra Gramin Bank

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

(Arvind V.)

Joint Secretary (Budget)

Finance Department

**Annexure 3: Format for pre-bid queries**

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

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