

Request for Proposal (RFP) for Appointment of Chartered Accountant firm for internal audit purpose to GMB



Gujarat Maritime Board,
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Technical Bid should be submitted physically as well as online through n-procure.

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1. CHAPTER – 1 – BID NOTICE

GUJARAT MARITIME BOARD

Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Gujarat Maritime Board (GMB) invites offers from reputed well-experienced agencies/ firms for Selection of an Agency for **Appointment of Chartered Accountant firm for Internal Audit to GMB.**

The following table enlists important milestones and timelines for completion of bidding activities:

Sr.	Milestone	Date and Time
1	Release of RFP	21.06.2024
2	Pre-bid Conference	05.07.2024 (12:30 hrs)
3	Last date for submission of the Technical Proposal online	18.07.2024 (18:00 hrs)
4	Last date of submission of physical copy of the Technical bid by RPAD/Speed Post	20.07.2024 (16:00 hrs)

2. ELIGIBILITY CRITERIA

- 2.1. Reputed CA firms having adequate experience in the field of internal audit in dealing with Government, PSUs, other organizations etc. who qualify as per the eligibility criteria mentioned in Chapter – 4.
- 2.2. Bids shall be evaluated mainly for assessment of technical capacity, relevant experience (including past performance) and financial capacity.
- 2.3. Bid evaluation shall be carried out as per norms laid down by the Gujarat Maritime Board.
- 2.4. The bid documents shall be evaluated by the committee of Gujarat Maritime Board.

3. ISSUE AND RECEIPT OF BID DOCUMENT

- 3.1. The Bid Document shall be available for downloading on GMB and n-procurer's website and the same shall have to be submitted duly filled in along with Tender fee and EMD mentioned in 3.6 & 3.7 clause of this section.
- 3.2. It may be noted that the printed hard copy of the bid documents shall not be issued. The consulting firms are required to download the same from GMB website only.
- 3.3. The bidders shall upload the completely filled bid document online on n-procurer's website on or before 18:00 hrs. of 18th July, 2024. The physical bid with all the supporting documents shall be sent by Registered post AD/ Speed Post so as to reach the Head Office, GMB on or before 16:00 Hours on 20th July, 2024 i.e. the last date of receipt of the Bid.
- 3.4. The following should be the composition of the proposal submitted in physical: One main sealed envelope with “**Request for Proposal for Appointment of Chartered Accountant firm for internal audit purpose to GMB**” and bidder’s name in BLOCK LETTER written on top. This main envelope shall contain following two envelopes:

- 3.4.1. One envelope containing the documents mentioned in clause 10.5 shall be submitted physical with supporting documents and bidder's name in BLOCK LETTER written on top
- 3.4.2. One envelope containing the Tender Fee and EMD, with "TENDER FEE AND EMD" and bidder's name in BLOCK LETTER written on top
- 3.5. A scanned copy of Tender Fee and EMD shall be uploaded along with the bid documents in electronic format also. During the opening of online bid if it is found that above details of fees mentioned is not submitted physically on or before the due date, tender of such agency shall not be considered
- 3.6. Tender fee of Rs. 5,000/- plus Rs.900 (@18 % GST) totaling to Rs.5,900/-which shall be non-refundable shall have to be furnished in form of DD issued by Nationalized/ Scheduled bank drawn in favour of "Gujarat Maritime Board" payable at Gandhinagar while submitting the completed documents.
- 3.7. Earnest Money Deposit (EMD) of Rs.1,18,000/- (Rs One Lakh Eighteen thousand only) i.e. inclusive of GST amount, in the form of DD issued by Nationalized/Scheduled bank drawn in favour of "Gujarat Maritime Board" shall have to be furnished along with bid documents.
- 3.8. Except in case of successful bidders, EMD of the other bidders would be returned within 180 days of the award of the assignment.
- 3.9. The bid document without tender fees of Rs.5,900/- in the form of DD and EMD of Rs.1,18,000/- in the form of DD shall be rejected.
- 3.10. For information relating to the assignment, following officer may be contacted
Financial Controller cum Chief Account Officer,
Gujarat Maritime Board
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)
Phone no.: 079 23238346 /47 /48
Fax No.: 079 23234703/4 & 079 23244132

3.11. Schedule of Important Milestone

Sr. No.	Milestone	Date and Time
1	Release of RFP	21.06.2024
2	Pre-bid Conference	05.07.2024 (12:30 hrs)
3	Last date for submission of the Technical Proposal online	18.07.2024 (18:00 hrs)
4	Last date of submission of physical copy of the Technical bid by RPAD/Speed Post	20.07.2024 (16:00 hrs)

3.12. All communications including the submission of proposal should be addressed to

Financial Controller cum Chief Account Officer

Gujarat Maritime Board
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)
Phone: + 91- 79-23238346 / 47/48
Fax: + 91-79-23244637
Email : fc@gmbports.in

3.13. The official website of the authority is <http://www.gmbports.org>

3.14. (N) Procure Website: <https://gmbtender.nprocure.com>

Note:

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact (n) Procure Support team at following address:-

**(n) Code Solutions – A division of GNFC Ltd.,
(n) Procure Cell, 4b103, GNFC Infotower,
S.G. Road, Bodakdev, Ahmedabad – 380054
(Gujarat).**

Contact Details of (n) code Solutions:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)
Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533
E-mail: nprocure@gnvc.net

Toll Free Number: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

[Note: Please open the page “Tenders” to access all the posted and uploaded documents related to this RFP].

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4. CHAPTER – 2 – INTRODUCTION

- 4.1. Gujarat Maritime Board (GMB) has established itself as the maritime leader in port development, privatization and specialized cargo handling in India. It is the first maritime board of the country, which was set up in 1982, with a vision to capture the strategic advantage of India's longest coastline which Gujarat is endowed with; develop maritime infrastructure, facilities & services comparable with global standards and to place Gujarat prominently on the international shipping map. GMB is responsible for development, administration, operation and regulation of the non-major ports and maritime activities in Gujarat.
- 4.2. Gujarat's position today as India's premier maritime state owes a lot to its strategically located longest coastline of 1600 Kms and the visionary initiatives of GMB. GMB charted a different and unexplored route of port development in the 1980s. Over the next three decades, GMB institutionalized the concept of integrated port-led development of its minor ports, supported by last mile rail & road connectivity. This was effectively implemented by bringing right private partners through several pioneering models of privatization such as privatizing port services, private jetties, joint venture ports and Greenfield ports etc. The country's first port policy in 1995 announced by GMB provided a robust bankable legal framework for PPP (Public-Private Partnership) to succeed.
- 4.3. Owing to the various initiatives pioneered by GMB, the non-major ports of Gujarat have been at the forefront in India's maritime growth story. The non-major ports of Gujarat handled 416 MMT cargo in FY 2022-23, which constitutes about 29% of the total cargo handled by the Indian ports. The non-major ports of Gujarat account for about 75% of traffic for non-major ports of India. Each of the state's operating non- major ports consist of state-of-the-art equipment and facilities to handle multipurpose commodities which are constantly upgraded as per the existing maritime scenario.
- 4.4. GMB has its head office at Gandhinagar and 11 Port Offices located in Alang, Bedi, Bharuch, Bhavnagar, Jafrabad, Magdalla, Mandvi, Navlakhi, Okha, Porbandar and Veraval. Head office of Gujarat Maritime Board is situated at Gandhinagar.
- 4.5. GMB intends to appoint the CA Firms for an initial period of 3 years as per the terms and conditions of the RFP Document.

5. CHAPTER – 3 – SCOPE OF WORK

GMB intends to engage the services of an internal audit from Chartered Accountant firm to broadly help the organization in the following activities:

The service of the Chartered Accountant firm would include advice on issues pertaining to tax and regulatory matters including tax treaties which may arise from time to time in the course of operations.

The internal audit of the GMB will be carried out in accordance with Standards of Auditing issued by the Institute of Chartered Accountants of India (ICAI) and other guidelines, guidance notes relating to Internal Financial Controls and relevant pronouncements of the Institute of Chartered Accountants of India & State Government Directives ROC requirement.

The major area of audit which shall be covered are as under:

1. Finance, Accounts and Taxation
2. Personnel and Administration
3. Establishment including payments to suppliers / contractors, etc.
4. Banking and Treasury
5. Lending / Investment including Promoter and Project Appraisal and revenue / income from operating activities
6. Review of existing internal controls and checks and to suggest improvements, if any, required to further strengthen the controls and checks.
7. Any other activity undertaken by the Board during the period under audit.
8. Physical verification of Assets.
9. Legal and regulatory compliances under applicable laws.
10. Checking of Sales, Services and Revenue; Purchase and Procurement; Inventory and Stores Management; Human Resources and Payroll Processing; Operational and Administrative Expenses; Government Grants and its utilization; Fixed Assets, Depreciation and Amortization; Payables and Receivables; Cash and Bank Balance; Internal Control System; Management Information System; Compliance with applicable accounting standards; Compliance of disclosure requirements in financial statements under applicable accounting standards and other applicable laws/guidelines etc.

11. Checking of Tax Deduction at Source (TDS) under various sections of Income Tax Act as per Amendments and Goods and Service Tax (GST) etc.; Accounting Procedure, Classification, Guidelines etc.; Finance/Annual Accounts.

Accounting and Taxation

1. Understanding of various business processes of Gujarat Maritime Board (GMB) and its environment
2. Documentation of significant processes resulting into an accounting outcome and process controls related to various accounting inputs
3. Customize group chart of accounts if any as per the requirements of IND AS (after the same is agreed by GMB). Implement the agreed chart of accounts in GMB's accounting system
4. These activities will include the following - as required under IND AS or as per applicable guidelines
5. Streamlining/setting-up of books of accounts
6. Recording day to day accounting transactions
7. Managing accounts payable and accounts receivable function
8. Recording fixed assets and prepare depreciation schedules
9. Recording month-end accruals and manage the closure process
10. Preparing bank reconciliation statements
11. Accounting and deduction of TDS as per applicable regulations

Financial reporting and audit coordination

1. Prepare compliance calendar: This will include standard and regular compliance requirements related to the applicable laws.
2. Support in designing GMB's monthly reporting structure (e.g. Trial Balance, Balance Sheet Reconciliation, Cash Flow statement, Bank Reconciliation statements)

Coordination with Auditors

These activities will include the following:

1. Prepare customized monthly / quarterly / annual reports as per requirement
2. Prepare financial statements as per IND AS

3. Liaise with auditors for timely completion of the audit
4. Support in preparation of annual and monthly budgets
5. Support in preparation of cash flow forecast statement

List of Policies, Guidelines and Acts under GMB

1. Gujarat Maritime Board Act and Indian Ports Act
2. IV ACT
3. Port Policy – BOOT Policy, GID Act
4. Ship recycling regulations
5. Ship Building Policy
6. Stevedoring rules
7. Captive Jetty Guidelines
8. GFR Rules and GTR Rules
9. Dredging Guidelines
10. Environment Aspects from GMB Point of view
11. Audit on receipt as per Schedule of Ports Charges (SoPC)
12. Provisions of HR Manual
13. Provisions of Tender Manual, CVC Guidelines
14. Internal Control System
15. Revenue and Expenditure Audit
16. Labor Law
17. IND AS
18. relevant applicable Act and Trust Act
19. Income Tax Act; TDS, GST; Labor cess
20. Any other assignment, as may be directed by officials of GMB
21. Review of Auditor General, Public Accounts Committee and Public Undertaking
`Committee Para / objections

22. Support in designing GMB's monthly reporting

Compliance with the points raised in the earlier Audit Reports

1. To ensure the compliance of the previous Internal Audit Report.
2. Reporting the outstanding observations.
3. To Assist GMB in Preparation of replies of comments / draft comments of Statutory Audit, C&AG Commercial & Proprietary Audit.

Others

1. Review of payments made towards technical know-how, technical services and royalty, R&D payments etc., and matters relating to TDS on such payments and collaborator's payments.
2. Evaluation of Internal Control systems and suggestions for improvement.
3. The CA Firm shall prepare and submit a monthly/quarterly progress report showing the progress and status of the internal audit work as required by the GMB. Draft formats of progress reports shall be finalized in consultation with the GMB. The CA firm shall also provide the status of the compliance of key points/ observations of the previous reports in the next report/s until the same are resolved.
4. It is understood that submission of such reports and reviews thereof by GMB shall not absolve the CA Firm of its responsibility of timely completion of the assignment as per the time schedule indicated herein.
5. Action Taken Report (ATR) on previous Audit Reports.
6. Assist in the investigation of significant suspected fraudulent activities if any, reported within the organization and notify management.
7. Report to the management of any serious weakness, significant fraud or major accounting breakdown discovered during the normal course of audit.
8. Internal Control Systems and suggestions.

6. TIME FRAME & TEAM

1. The contract period will be for 3 years. However, the same may be extended for an additional period of maximum of two terms of one year each subject to satisfactory performance and the discretion of the management on the same terms and conditions.

2. Selected firms will depute 1 CA or Inter CA at Head Office throughout the contract period, and audit of each port and head office shall be conducted by deputing at least 1 official of CA and 2 Inter CA as per the scope of work and desirable outcomes of this RFP for the entire contract period.

7. DESIRABLES OUTCOME OF THIS WORK

1. Port-wise audit report after conducting an audit at head office/port office – within 15 days.
2. Consolidated Internal Audit Report – one half yearly (due date for submission: 31st of December) and one annually (due date for submission: 30th of June).
3. Regular review meetings will be held every month in the GMB Office and Progress of work will be reviewed.

8. PAYMENT TERMS

- a) The rate will be paid Rs. 1,50,000/- for 1st F.Y., Rs. 1,65,000/- for 2nd F.Y. and Rs. 1,80,000/- for 3rd F.Y. per month per team to the selected CA firm. This amount is exclusive of the GST amount. All other taxes will be payable by the selected CA Firm.
- b) The payment will be made by GMB on a monthly basis on submission of invoice along with hard copies and soft copies of the deliverables for the period, The outcome shall be placed for approval of the committee headed by Financial Controller cum Chief Account Officer along-with members Deputy Financial Controller cum Chief Account Officer and Manager (Audit).
- c) If any work is assigned other than mentioned in scope of work/ any additional project, then GMB and CA firm shall mutually discuss and the said additional work shall be carried out at mutually agreed rate.
- d) No TA/DA expense will be paid for attending Head Office, Gandhinagar / Ahmedabad. However, Expenditure for boarding and / lodging including traveling expenses during visit to port office will be reimbursed on actual basis subject to maximum Rs. 5000 per day for entire submission on submission of proof and prior approval of GMB required for any visit to outside i.e. Gandhinagar/ Ahmedabad.
- e) All final deliverables will be the property of GMB.
- f) CA firms shall maintain strict confidentiality of the documents handled by them during the assignment.

9. CHAPTER – 4 – ELIGIBILITY & BID EVALUATION CRITERIA

9.1. Eligibility Criteria

Reputed firm/agency must have the following criteria to participate in the bidding as per the scope of services given in Chapter – 3 – Scope of Work. The bids will be evaluated mainly for assessment of relevant experience (including past performance), technical capacity, and financial capacity, as detailed below.

9.2. Firm's Experience

Referring to the Resolution No.JNV-10-2018-1143-A, dated 16.09.2019 and the Resolution no. JNV-10-2018-1143-A, dated 08.06.2020 issued by the Finance Department, GoG is referred, and accordingly, the following may be considered:

1. The CA firm should have been registered for a period of minimum 15 years as on 01.01.2024 from the date of registration of the firm. (Copy of the self-attested registration certificate with ICAI is required to be submitted.)
2. The CA firm must have at least 5 CAs in the firm, out of which minimum 3 CAs must be the partners of the firm. If the Chartered Accountant is an Employee of the CA firm, then he/she must be associated with the firm as an employee for at least three years. (Please submit a copy of Partnership Deed along with a self-certified copy of registration letter issued by ICAI showing particulars of Partners and Qualified / Paid Assistants in employment with the firm). Further, a list of each individual partner showing the firm(s) in which he/she is engaged as partner or any other capacity must be submitted showing status as on 01.01.2024.
3. Audit and attestation income of the firm should be more than Rs. 50 Lakhs.
4. The firm must have undertaken audit assignment of at least 1 Listed Company in last 3 Years (i.e FY 2020-2021, FY 2021-22, FY 2022-23)

OR

Firm has conducted 3 years audit of category I or II Public Sector undertaking Urban Development Authorities/ other Authorities as well as various Government offices, Entities/Trust/Mission etc i.e. (Statutory audit, Internal audit, Pre audit, Concurrent audit) as mentioned in GR dated 16th September 2019. (Copy of GR attached herewith) "

5. The CA firm must have valid Goods and Services Tax Registration. (Please submit a copy of the Registration Certificate).
6. The CA firm's Registered/Corporate/Branch office should be located in Ahmedabad or Gandhinagar.
7. The firm shall have carried out at least One assignment on internal audit services for Government Companies / Corporations / Boards / Public Limited Companies with positive gross revenue of over Rs. 1000 crore. During the last seven years ending March 2023 (Copy of self-attested appointment letters shall be submitted).
8. The CA Firm must not have been debarred/delisted or blacklisted by any State Government/ Central Government/ PSU/Reputed Organizations for any reason in the last three financial years as on issue of this RFP. In such cases, the firm is not eligible for appointment. It has also to disclose that any disciplinary action has not been taken by the Institute of Chartered Accountants of India or any adverse action has not been taken by any Government Authority against the firm/ any partner of the firm. (Please submit self-declaration duly signed on letter head of the firm as per Annexure)

9.3. **Technical Evaluation: - Minimum Score**

- a) The minimum score needed by an applicant to be considered for qualification is set at **30 marks of the maximum** for the respective group score.
- b) For the Technical Evaluation of the Bids, the Committee will use the following contribution of respective groups of factors. This Score will be called T.

Sr. No.	Particulars	Minimum Criteria	Points System	Max. Marks
1	Years of Existence of the CA firm as on 01.01.2024	Minimum 15 years	More than 15 but up to 20 years = 5 Marks More than 20 but up to 25 years = 10 Marks More than 25 years = 15 Marks	15
2	No. of Chartered Accountants should be at least 5, out of which 3 should be Partner being	Minimum 5 CA in Firm	5 to 10 Chartered Accountants in the firm = 5 Marks	10

Request for Proposal (RFP) for Appointment of Chartered Accountant firm for internal audit purpose to GMB

	Fellow Chartered Accountant as on 01.01.2024		More than 10 Chartered Accountants in the firm = 10 Marks	
3	Experience of assignment on internal audit services for Government Companies / Corporations / Boards / Public Limited Companies with gross revenue of over Rs. 1000 crore (No. of assignments handled during last 3 Years will be considered)	Minimum 1 assignment	More than 1 but up to 3 Assignments = 5 Marks More than 3 but up to 5 Assignments = 10 Marks More than 5 but up to 10 Assignments = 15 Marks More than 10 Assignments = 20 Marks	20
4	Experience of assignment on internal audit services for any Maritime Board/ Major Port Authorities of India (No. of assignments handled during last 3 Years will be considered)	Minimum 1 assignment	More than 1 but up to 3 Assignments = 5 Marks More than 3 but up to 5 Assignments = 10 Marks More than 5 = 15 Marks	15
5	Average Income from audit & attestation service of the firm should be more than Rs.50 lacs for FY 2020-21, FY 2021-22, FY 2022-23	Minimum Rs. 50 lacs	above Rs. 50 lacs but up to Rs.1 Cr. = 5 Marks Above Rs.1 Cr. = 10 Marks	10
6	Technical Presentation *		Marks will be awarded based on approach and methodology, work plan and way forward	30
			Total	100

- ★ **Note: Bidders who score less than 50% marks in Technical Presentation will be disqualified from this RFP process.**

9.4. **Total Technical Score:**

The total Technical Score of any bidder would be an arithmetic sum of scores obtained by the bidder for each of the 7 parameters indicated above in 9.3.

9.5. **Selection of Consultant**

- a) The assignment shall be awarded to the bidder scoring the highest in Technical Evaluation.
- b) GMB, however, reserves the right to reject any or all the bids received, without assigning any reasons and any liability to GMB.

Note: Bidders shall submit all the relevant information with attested documentary proof required for assessment as described above.

10. CHAPTER – 5 – INSTRUCTIONS TO BIDDERS

10.1. **Introduction**

- a) The Consultants are invited to submit a Technical Proposal as per the formats given in Section-2 in two separate sealed covers for providing internal audit services required for the assignment. The selection would be on the Technical evaluation, subject to fulfilling the requirements of the Qualification Criteria. The Proposal will form part of the contract with the selected consultant.
- b) The Consultants shall bear all costs associated with the preparation and submission of their proposals.
- c) GMB is not bound to accept any or all proposals and reserves the right to annul the selection process at any time prior to award of contract, without any liability to GMB.
- d) The Consultants eligible for participating in the project should be a single entity only.
- e) A Bidder who submits or participates in more than one Bid will cause all the proposals in which the Bidder has participated to be disqualified.

10.2. GMB's Interest

The Consultants shall provide professional, objective, and impartial advice and at all times hold interests of the GMB and Gujarat Government paramount.

10.3. Proposed Validity

The Technical Proposal to be submitted by the Consultants should be firm and valid for a period of **180 days** from the last date of submission of the proposal.

10.4. Clarifications and Amendments to RFP Documents

- a) Consultants may seek clarifications on the RFP document, if any, before the Pre-bid Conference. Any request for clarification must be sent by letter, fax or email to GMB.
- b) At any time before the submission of Proposals, GMB may amend the RFP by issuing an addendum, which shall be binding on the Consultants. The Consultants shall acknowledge all amendments and submit along with their proposals duly signed.

10.5. Content of the Proposal

The proposal shall comprise of One main sealed envelope with “**Request for Proposal for Appointment of Chartered Accountant firm for internal audit purpose to GMB**” and bidder's name in BLOCK LETTER written on top. This main envelope shall contain following two envelopes:

- a) Tender Fee and EMD envelope : Demand Draft towards Tender Fees, EMD in separate envelope
- b) Technical Proposal envelope: This envelope shall contain technical proposals including Annexure I to Annexure VI.

10.6. Submission, Receipt and Opening of Proposals

- a) The Proposal (Technical Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signs the proposal must initial such corrections. Submission letters for Technical Proposals should respectively be in the formats as specified in the RFP document.
- b) The proposals shall be signed and submitted by the Authorized Signatory of the Consulting Firm. The authorization shall be attached in the Technical Proposal and shall be in the form of a written power of attorney/board resolution or in

any other form demonstrating that the representative has been duly authorized to sign.

The Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**". Similarly, for Tender Fee and EMD, the envelope shall be clearly marked "**TENDER FEE AND EMD**" along with the bidder's name in BLOCK LETTER written on top. The envelopes containing the Technical Proposal and EMD & Bid Processing fees shall be placed into an outer envelope and sealed. This outer envelope shall be addressed to the Financial Controller Cum Chief Account Officer, Gujarat Maritime Board, super scribing on the proposal: "**Request for Proposal (RFP) for Appointment of Chartered Accountant firm for internal audit purpose to GMB**".

- c) The Proposals must reach GMB on or before the last date of bid submission specified in Chapter – 1 – Bid Notice, by Registered Post or by Speed Post only.
- d) All supporting documents corresponding to the experience submitted clearly mentioning the requisite information shall compulsorily be submitted in technical proposal. In cases where supporting documents are not submitted showing the requisite information, projects shall not be considered and shall be the sole responsibility of the bidder. Further, to facilitate evaluation of proposals, GMB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its proposal.
- e) Bidders must submit the same information online (nprocure) and physical copy. Any discrepancy on both modes, only physical copy will prevail for evaluation and GMB will take final decision accordingly.
- f) The selected consultants will be informed of the decision made by GMB through a letter after completion of the evaluation process.
- g) GMB will select the Consultant who has scored the highest as per the evaluation criteria. The selected firm may be invited for negotiations, if felt necessary by GMB.

10.7. **Travel related to Projects**

The officials of Chartered Accountant firms may be required to travel within Gujarat and out of Gujarat for project related matters. The travel related expenses will be covered under the above point _____.

10.8. Sub- Contract

The CA Firm shall not assign or sub-contract any portion of this work without the prior written consent of GMB.

10.9. BANKRUPTCY

If the CA Firm becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purposes only or amalgamation or construction, or carry on their business under a receiver for the benefit of their creditors or any of them, the Company shall be at liberty.

- a) To terminate the assignment forthwith without any notice in writing to the CA Firm or to the liquidator or receiver or to any person in whom the CA Firm may become vested.
- b) To give such liquidator receiver or other person the option of executing the internal audit assignment through the teams of the CA firm subject to their providing a guarantee for the due and faithful performance of the assignment up to an amount to be determined by the Company.

10.10. Abandonment of work

If any work included in the scope of bidding documents to be performed by the CA Firm is abandoned or suspended for any cause or reasons which cannot be attributed to the CA Firm, payment shall be made on a pro rata basis for the work actually done and reported by CA Firm.

10.11. Language

The offer must be submitted in English language. All documents, specifications, schedules, notices, correspondences, operation and maintenance, instructions or any other written material in connection with this work shall be in English language.

10.12. No of the copies of reports

The CA Firm should submit at least 3 hard copies as well as soft copies of each report.

10.13. Details to be kept confidential

The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the GMB. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the GMB whose decision shall be final.

The Bidder or his representative should neither disclose the data nor sell the data or use it for commercial exploitation or research work without the written permission of the GMB.

10.14. Legal disputes

Matter relating to any dispute or difference shall be subject to the exclusive jurisdiction of courts at Gandhinagar only.

10.15. Penalty

GMB shall issue the instructions for completion of quarterly audit/submissions of reports with compliances at the start of quarterly audit work, in case of delay in complying with audit schedules; a penalty of 0.5% per week of delay of the quarterly fees subject to maximum of 10% shall be levied, if reasons are attributable to the bidder.

11. CHAPTER – 6 – GENERAL TERMS AND CONDITIONS

11.1. Definitions and Interpretations

"Agency" shall mean the individual firm or Company whether incorporated or not under taking the Services and shall include the legal personal representatives of such individuals or the persons composing the firm of Company or the successors of the firm/Company and the permitted assignees of such individual or firm of Company.

"Services" means the Services performed by the Agency.

11.2. Representation and Warranties

Agency warrants and covenants that the Services shall be performed to the highest professional standards in a safe manner in accordance with accepted practices in the area of trade show, exhibition for the marketing and advertising.

11.3. Termination

GMB shall be entitled to terminate this contract at no cost to:-

- a) In the event of force majeure in accordance with later Para.
- b) Forthwith by notice in writing to the consultant in the event Agency is adjudicated or found bankrupt or insolvent or any order is made or resolution passed for the winding up, liquidation or dissolution of the consultant.

- c) Forthwith by giving written notice to Agency, if Agency abandons this Contract or if fails to perform or observe any of the obligations on its part to be performed and observed hereunder and in the case of a breach capable of remedy fails or refuses to take steps to remedy the same within seven (7) days of written notice from GMB requiring the same to be remedied: or
- d) For any other reason by giving Ten (10) days written notice, stating the reasons for termination.

11.4. Consequences of Termination

- a) Termination of this Contract shall be without prejudice to any rights or remedies accrued to either Party prior to such termination
- b) No further payment shall become due to the Agency in respect of any period after termination of this Contract with the exception only on any payment previously accrued and due to Consultant under the terms of this Contract.

11.5. Force Majeure

- a) A delay in or failure of performance of any one or more of its obligations by either Party shall not constitute default hereunder nor give rise to any claim for damage if such delay or failure is wholly and directly caused by any occurrence which the affected Party is unable to prevent including Acts of God by the exercise of reasonable diligence the continuation of which by the exercise of reasonable diligence the affected Party is unable to control and the consequences of which the affected Party is unable to prevent, provided that the affected Party gives prompt written notice to the other Party specifying the circumstances constituting the occurrence and has used all reasonable endeavors to minimize the effects thereof.
- b) If such a delay in or failure of performance caused the suspension of the services hereunder for a continuous period of seven (7) days. GMB shall be entitled at any time thereafter to terminate this Contract forthwith by written notice to the Agency.

11.6. Permits, Laws and Regulations

- a) Agency to comply with applicable laws.
- b) The Agency shall in carrying out the Services observe and be bound by all applicable laws and hereby undertakes to comply with all laws, ordinances, rules, regulations, bye-laws, decrees and orders whether of Government or

other authority or agency having jurisdiction in relation to the Parties. Services or to the Site and the Agency shall give all notices and furnish any bonds, deposits and securities required by official authorities to permit the performance of the Services.

11.7. Dispute Resolution - Laws governing the contract

This agreement shall be subjected to the Indian laws and regulation and shall be governed by the Indian laws that may be in force during the Contractual period.

11.8. Settlement of Disputes / Arbitration

- a) All questions, disputes, differences, whatsoever, which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and the venue of arbitration proceedings shall be at Gandhinagar. The Language of the Arbitration shall be in English.
- b) Notwithstanding the existence of any dispute or difference and / or reference for arbitration, the CA Firm shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the CA firm shall not be withheld by the GMB on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.

Annexure I

TECHNICAL PROPOSAL APPLICATION FORM

Name of work: Request for Proposal (RFP) for Appointment of Chartered Accountant firm for internal audit purpose to GMB

To,
Financial Controller cum Chief Account Officer
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Sir,

Having examined the bid documents including scope of works and requirements of the aforesaid work, we hereby submit all necessary information and relevant documents as desired.

The application is made by us on behalf of..... In the capacity of..... duly authorized to submit the offer.

The necessary evidence admissible in law in respect of authority assigned to us on behalf of the firms for applying and for completion of the contract document is attached herewith.

The enclosed technical proposal includes the authorization document in the name of the Authorized Signatory. We have attached Demand Draft bearing no. _____ dt. _____ of Rs. 5,900/- as tender fees and Demand Draft bearing no. _____ dt. _____ of Rs. 1,18,000/- as Earnest Money Deposit (EMD) in a separate envelope.

It is certified that the information furnished in this document is authentic.

We undersigned accept that the employer (GMB) reserves the rights to reject this proposal as well as the bid for this work without assigning any reason.

Signature of the Authorized signatory of applicant

Name: _____

Position: _____

Address: _____

Telephone no. : _____

Encl:

1. Annexure duly filled in prescribed form
2. Evidence of the authority to sign

Annexure II

Details of Organization

S.N.	Particulars	Details		
1	Name of the Bidder			
2	Address of the Bidder			
3	Contact Person & Contact Details (including mobile no. & email address)			
4	Date of registration/formation			
5	Date of commencement of business			
6	Bidder's Experience			
6.1	No of years of experience of similar work			
6.2	Similar Assignment carried out in last 3 years: Name of Client: Name Assignment: Brief of Assignment: Professional Fees received (in Rs. Lakhs) Duration: Starting and Ending date			
7	Financial Capacity			
7.1	Average annual professional receipt of last 3 years i.e. FY 2020-21, FY 2021-22 & FY 2022-23			
8	Brief Description of the Company / firm including details of its main lines of Business			
9	Details of individual(s) who will serve as the point of contact/ communication for GMB: (a) Name: (b) Designation: (c) Company: (d) Address:			

Request for Proposal (RFP) for Appointment of Chartered Accountant firm for internal audit purpose to GMB

	(e) Telephone Number: (f) E-Mail Address:			
10	Particulars of the Authorized Signatory of the Bidder: (a) Name: (b) Designation: (c) Company: (d) Address: (e) Phone Number: (f) Email Address:			
11	Address of the corporate headquarters and its branch office(s), if any, in India:			
12. Name & Details of CA engaged by firm as on date				
No.	Name of Chartered Accountant	Membership No.	Role & designation	Appointment date
			Partner/Employee	

- Please use additional sheets, if required, for submitting additional information.
- Please submit documentary proof of the above information, along with the Bid.

Signature of the Authorized signatory of applicant

Name : _____

Position : _____

Address : _____

Telephone no. : _____

Annexure III
Project Experience

S. No.	Name of assignment	Name of client	Brief Scope	Start & End Date	Professional Fees received (in Rs. Lakhs)
1					
2					
3					
4					
5					
6					

- Consultants to attach client's certificate/ engagement letter of the assignment indicated in their experience record and the total professional fees
- Non-disclosure of any information in the Schedule will result in dis-qualification of the firm

Signature of the Authorized signatory of applicant

Name: _____

Position: _____

Address: _____

Telephone no. : _____

Annexure IV
Financial Capacity

TO WHOMSOEVER IT MAY CONCERN

This is to certify that as per Audited Financial Statements of (“Name of firm”) for the period FY 2022-23, FY 2021-22, FY 2020-21 the other relevant documents maintained by (“Name of firm”), the Annual Turnover details from Consultancy/ Advisory Services in the field of internal audit Services for the said three financial years are as follows:

S.No	Financial Year	Annual Turnover (in Rs. Lakhs)
1	2020-21	
2	2021-22	
3	2022-23	
4	Average Annual Turnover [(1) + (2) + (3)]/3	

Certificate from the Statutory Auditor

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

Unique Document Identification Number (UDIN):

Name of Authorized Signatory:

Designation:

Registration No:

Name of firm:

Signature of Authorized Signatory:

Date:

Seal of Audit firm:

Annexure V

Format for Declaration of Blacklisting by any Government/ Public Sector Organization

(to be submitted on the letterhead)

The Company/ Firm should not have been blacklisted by any Government/ Public Sector Organization;

Letter No:

Date:

UNDERTAKING

To,
The Vice Chairman and Chief Executive Officer
Sagar Bhavan, Opp. Air Force Station,
"CHH" Road, Sector - 10/A,
Gandhinagar 382 010, GUJARAT (INDIA)

Sub: Request for Proposal (RFP) for Appointment of Chartered Accountant firm for internal audit purpose to GMB

Dear Sir,

We, [Firm Name], having registered office at [address], are submitting the proposal for the above mentioned assignment. We do hereby confirm that we have not been blacklisted by any government (Central, State, ULBs)/ Public Sector Undertaking.

We remain,

Yours sincerely,

Authorized Signatory

Name of Authorized Signatory:

Designation:

Name of firm:

Date:

Seal of firm:

Annexure VI

Power of Attorney

Format for Power of Attorney for Signing of Proposal

(On Rs. 300/- Stamp paper duly attested by Notary Public)

Know all men by these presents, We _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. _____ (name and residential address) who is presently employed with us and holding the position of ___ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental for **Appointment of Chartered Accountant firm for internal audit purpose to GMB**, including signing and submission of all documents and providing information/ responses to Authority in all matters in connection with our Proposal.

We hereby declare that all acts, deeds and things done by our aid attorney pursuant to this Power of Attorney shall always be deemed to have been ratified by us and done by us.

Dated this the Day of 202_

For
(Name, Designation and Address)
Accepted

(Name, Title and Address of the Attorney)

Date: _____

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- A certified copy of the appropriate resolution/ document conveying authority to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.