

ADDITIONAL TERMS AND CONDITIONS (ATC)

FOR

**SELECTION OF CHARTERED ACCOUNTANT FIRM
FOR INTERNAL AUDIT OF GUJARAT WOMEN
ECONOMIC DEVELOPMENT CORPORATION
LIMITED**

(FY 2023-24 to 2025-26)

Through GeM Only

**GUJARAT WOMEN ECONOMIC DEVELOPMENT CORPORATION
LIMITED**

**Block no. 8, 9th Floor,
Udhyog Bhavan,
Gandhinagar – 382 010,
Gujarat.**

Phone: 079-232 27287, 079-232 27129

E-mail: ao-gwedc-gnr@gujarat.gov.in

GEM-TENDERING SHCEDULE

BID END DATE / TIME	Dt. 10/10/2024 12:00 PM
BID OPENING DATE / TIME	Dt. 10/10/2024 12:30 PM
In case the above date is declared as Public Holiday, the same will be opened on the next working day	

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GUJARAT WOMEN ECONOMIC DEVELOPMENT CORPORATION
LIMITED

LETTER OF INVITATION

SUBJECT: BID FOR PROVIDING SERVICES OF INTERNAL AUDIT FOR
GUJARAT WOMEN ECONOMIC DEVELOPMENT CORPORATION LIMITED
FOR FY 2023-24, FY 2024-25 AND FY 2025-26

1. You are hereby invited to submit your proposal for providing services of Internal Audit for Gujarat Women Economic Development Corporation Limited (GWEDCL). The purpose of this assignment is Internal Audit of GWEDCL.
2. The following documents are enclosed to enable you to submit your proposal
 - a) Minimum Eligibility Criteria
 - b) Broad Scope of Work
 - c) Broad Terms and Conditions
 - d) Supplementary information/ Forms
3. In order to obtain first-hand information on the assignment you may contact **Accounts Officer, Gujarat Women Economic Development Corporation Limited, Gandhinagar.**
Contact: Phone: 079-232 27287, 079-232 27129
E-mail: ao-gwedc-gnr@gujarat.gov.in

Technical and Financial Proposal is to be submitted online on GeM portal only by all the bidders in accordance with the documents/ attachments required as per eligibility criteria set herein in the tender document.

SD/-
Managing Director
Gujarat Women Economic
Development Corporation Limited

ELIGIBILITY CRITERIA FOR BIDDERS

The bidder should be fulfilling the following conditions and must also submit documentary evidence in support of fulfilment of these conditions while submitting the bid. **Bids from consortiums are not allowed.**

PRELIMINARY CRITERIA:

EMD (Interest Free and Refundable)	Rs.9000 (3% of Estimated Tender Value.	Demand Draft/ Bank Guarantee in the name of Gujarat Women Economic Development Corporation Ltd, payable at Gandhinagar.
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Bids without EMD will not be considered for further evaluation.

SECONDARY ELIGIBILITY CRITERIA:

The CA Firm must be of Category-IV or below as declared by the ICAI, as under:

Sr. No.	Eligibility Criteria	Documentary Evidences to be attached
1	Bidder firm must be registered with institute of ICAI for more than 03 (three) years (FY 2021-22, 2022-23 and 2023-24)	Registration certificate of firm by Institute of Chartered Accountants of India as on or before dated 01-04-2024 for more than three years.
2	The bidder firm must have income from audit and attestation of more than Rs. 7 (seven) lakhs each in last 3 years (FY 2020-21, 2021-22 & 2022-23)	Original Chartered Accountant Certificate clearly indicating income of the bidder in last three years ending on 31st March 2024. (i.e. for Financial year 2020-21, 2021-22 & 2022-23) as per the format given at Annexure-4 . The bidder shall also submit CA certified audited Balance sheet and Income statement duly signed by the Independent CA and authorized signatory/ies of the bidders.
3	The Bidder must have minimum 2 chartered accountants (including CA employee if any)	Registration certificate of firm by Institute of Chartered Accountants of India as on or before dated 01-04-2024.
4	The bidder firm must have done Internal Audit of at least 3 (three) different Government Companies registered under the Companies Act, in last 3 years (FY 2020-21, 2021-22 & 2022-23).	Copy of 3 different work order/agreement issued by Government Companies. The bidder shall present the original work order/agreement for verification by Authority if required along with Balance Sheet and P&L Accounts.

Sr. No.	Eligibility Criteria	Documentary Evidences to be attached
5	Registered office/ branch of the firm must be located at Ahmedabad/ Gandhinagar for more than 03 (three) years as on 01-04-2024.	The Bidder should submit registered office/ branch office Address Proof document. (Sales deed/ rent agreement/ Latest electricity bill/ ICAI Certificate).
6	<p>The bidder/ partner of the firm should not have been black listed by Central/ State Government Department/ Public Sector Undertaking for any contract executed in past</p> <p style="text-align: center;"><u>AND</u></p> <p>Should not be undergoing disciplinary actions by ICAI or any court of law</p> <p style="text-align: center;"><u>AND</u></p> <p>The bidder/partner of the firm should not have previously worked as Accountant, Internal Auditor or Statutory Auditor in the last three years with GWEDCL (FY 2020-21, 2021-22 & 2022-23). Such CA firms or its associates having conflict of interest with these CA Firms are not entitled to participate in the bid.</p>	<p>Self-Declaration in the form of Affidavit on Rs.300 Non – Judicial Stamp paper stating that</p> <p>The CA Firm/ partner of the firm is not have been black listed by Central/ State Government Department/ Public Sector Undertaking for any contract executed in past</p> <p style="text-align: center;"><u>AND</u></p> <p>is not undergoing disciplinary actions by ICAI or any court of law</p> <p style="text-align: center;"><u>AND</u></p> <p>The CA Firm/ Partner of the Firm have not previously worked as Accountant, Internal Auditor or Statutory Auditor in the last three years with GWEDCL (FY 2020-21, 2021-22 & 2022-23). Such CA firms or its associates having conflict of interest with these CA Firms are not entitled to participate in the bid.</p>

Note: -

1. Bids without above documentary evidence will not be considered for further evaluation.
2. GWEDCL reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the decision of Authority shall be final in this regard. GWEDCL reserves right to accept or reject one or more bid or to cancel bidding process without giving any reasons thereof.

BROAD SCOPE OF WORK

The Scope of work shall be as under:

- (1) Internal Audit to be done of all financial accounts, schemes and vouchers of the GWEDCL.
- (2) The work of Internal Audit has to be done at the office of GWECL within the office time limit. The service shall be provided on public holidays, late evening and early morning as and when required by the GWEDCL.
- (3) Record cannot be taken out of office premises without prior permission.
- (4) The Internal Auditor has to be remain present in the Board Meeting of the GWEDCL and as and when called.
- (5) After Internal Audit, provisional balance sheet and profit and loss account along with accompanying notes as per Schedule-6 of Companies Act 2013 should be verified for further submission to Statutory Auditor.
- (6) During the Statutory Audit the necessary guidance and compliance has to be provided in coordination with the Statutory Auditor.
- (7) Necessary cooperation has to be provided in Statutory Audit, Account General Audit and the Income Tax Department Audit and provide compliance to the paras arising from the audit.
- (8) Verify the report prepared by GWEDCL regarding saving grant, expenditure etc. report in a format given by GWEDCL as and when required.
- (9) Provide support in preparation of Annual Budget of GWECL to be submitted to Board and Government
- (10) Provide guidance in Accounts matters, Income Tax, GST, Professional Tax Laws, TDS and Audit etc.
- (11) The CA Firm is required to submit presentation to the authorities at GWEDCL as and when required
- (12) The CA Firm is required to provide required information on accounts and finance as and when asked by authorities.
- (13) Internal Audit Report must be signed by the Partner of the CA Firm
- (14) To carry out 100% Internal Audit of 100% voucher, Journal Voucher etc.
- (15) To verify Bank Reconciliation Statement, Cash Balance (Once in a year), Fixed Deposit (including parked at GSFS)
- (16) To verify service record of employees and outsourcing staff
- (17) To verify Fixed Assets and Deadstock Register
- (18) To verify compliance of previous Internal Audit, Statutory and C&AG Audit Para and prepare suitable reply in coordination with GWEDCL
- (19) To give report for improvement of the Internal System and Control
- (20) FY 2023-24 Revised Estimates – 11.94 Crore and FY 2024-25 Budget Estimates – 16.66 Crore
- (21) GWEDCL Authority may add in the scope which may be incidental or ancillary to the above.

BROAD TERMS AND CONDITIONS

1. THE SUBMISSION OF THE PROPOSALS:

The proposals shall be submitted in two packet on GeM portal viz., Technical & Financial Proposal and should follow the forms given in the supplementary information.

- The “Technical” proposals must be submitted following the formats / schedules given in the supplementary information. The first part marked “**TECHNICAL PROPOSAL**” should include the description of the firm / organization, the firm’s general experience in the field of assignment, the proposed work plan methodology and approach in response to suggested terms of reference.
- Technical proposal along with documentary evidence showing qualification criteria should be submitted online only as per bidding schedule otherwise bidder will be treated non responsive.

2. OPENING OF PROPOSAL

The date and time of online opening of technical proposal will be as per schedule of bid. It will be opened in the presence of CA Firm or their authorized representative who choose to attend. However, GWEDCL may open Bid if one or more bidder is not present.

3. FINANCIAL BID

The financial bid is required to be submitted online only on GeM Portal inclusive of all expenses and GST. If any bidder sends the Financial Bid physically, bidder will be considered disqualified and its bid will not be opened for scrutiny. Total rates should be quoted for all Internal Audit work of GWEDCL for financial year 2023-24, 2024-25 and 2025-26. However, payment will be made on yearly basis by dividing total rate into three.

4. AWARD OF CONTRACT

- Financial Bid of the bidders meeting with Eligibility Criteria will only be opened. Thus, Technical Bid not meeting with Criteria and necessary evidence will be considered as non-responsive and will be ignored for further process.
- Upon fulfilling eligibility criteria the financial bid will be opened online on GeM portal and lowest financial bidder will be awarded the contract.
- This bid is for appointment of Chartered Accountant Firm as Internal Auditor for the financial year 2023-24, 2024-25 and 2025-26. Same can be extended for another 2 years on mutual consent and satisfactory performance of the firm. However, if services are not satisfactory, the assignment can be cancelled and terminated. The firm must give NOC in such circumstances.

- Please note that Gujarat Women Economic Development Corporation Limited, Gandhinagar is not bound to select any of the firm submitting proposals.
- Proposal shall be valid for 180 days from the date of submission without change.
- Please note that cost of preparing a proposal including visits to GWEDCL, Gandhinagar if any, is not reimbursable.
- Please note that the remuneration which one firm may receive from the contract will be subject to tax liability in India.

5. SECURITY DEPOSIT

Successfully selected CA Firm has to deposit performance security **@5% of the contract value** for three year within 15 days of intimation by D.D./ B.G. payable in favour of "**MANAGING DIRECTOR, GUJARAT WOMEN ECONOMIC DEVELOPMENT CORPORATION LIMITED**" of any of the banks approved by State Government, the present approved Banks is as given in Annexure-5. The BG will be released or returned after completion of the work. In case of expiry of BG firm has to renew the same before one month of expiry. The SD will be released within 90 days upon completion of work.

6. GWEDCL'S RIGHT TO ACCEPT AND TO REJECT ANY/ ALL BIDS

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

7. RESPONSIBILITY OF GWEDCL

- GWEDCL authorities will provide required Hardware, Software, Internet Connectivity and other infrastructure as required by the project.
- GWEDCL authorities will clear payment of CA Firm generally within 30 days from the submission of invoices and completion of satisfactory work.

8. GOVERNING FACTORS

- All or any of the information provided by GWEDCL shall not be used for any other purpose; CA Firm shall return all the documents to GWEDCL on completion of work. The IPR or any other right on the work done by CA Firm shall be the ownership of GWEDCL only.
- Work shall be completed within stipulated time limit.
- CA Firm needs to provide required number of Internal Audit staff with at least M.Com with 2 years of relevant experience / B.Com with 3 years of relevant experience and having sufficient knowledge of Internal Audit

under the supervision of Partner or Employee CA of the Firm. Article or Trainee will be strictly prohibited from Internal Audit.

- The CA firm shall also have to remain present in coordination / Review meetings / BoD / AGM or State Government level meeting as and when called.
- Rates agreed shall be firm till the completion of work inclusive of all Transportation Charges, Daily Allowance, Accommodation Charges or any other charges including GST. Actual conveyance for travelling outside Gandhinagar/ Ahmedabad will be paid by GWEDCL as per rules, subject to prior approval.
- The assignment mentioned herein is intended to be job oriented and not time oriented and the CA firm shall not be entitled to claim any compensation in the event of the time estimated for the completion of the work being extended for any reason what so ever.
- GWEDCL has full powers to changes any condition of this contract at any point of time and it must be abide to all parties.
- Estimated total cost for the whole work is Rs.3,00,000/- including GST for three years. However, GWEDCL will accept bid of the lowest bidder only which may be less than Rs.3,00,000/- for three financial years.

9. PAYMENTS

- Payment will be made on yearly basis by dividing total contract value into three.
- **75% payment will be made on submission of Internal Audit Report and 25% payment will be made after completion of Accountant General Audit of the financial year.**
- CA Firm shall commence the Internal Audit simultaneously but submit Internal Audit Report maximum within 02 months from the adoption of the accounts by the Board of Directors, of the previous year.
- GWEDCL authorities will clear payment generally within 30 days from the submission of invoices and completion of satisfactory work after deduction of applicable TDS, in case there is no dispute in respect of work carried out by the Internal Auditor.
- In case of unavoidable circumstances if the GWEDCL fails to make payment in time the Bidder will not ask for any interest for the delay period. The Bidder shall continue with providing its services up to the time period requested by the GWEDCL.
- The rate quoted by the bidder in financial bid will remain firm and no deviation will be accepted till the completion of the contract. No additional

payment will be made for auxiliary items like preparation of reports, printing, binding, transportation expense etc.

10. PENALTY

- GWEDCL will levy penalty and take action as per Finance Department Circular No. ४१११/१०/२०१८/११४३/२५ dated 05/12/2020 in case the Bidder fails to provide the services specified by the GWEDCL in the Broad Scope of Work and other conditions of this ATC. The amount of penalty shall be commensurate with the nature of the breach/ defect/ deviation/ fault and as decided by GWEDCL. Such an amount payable by the Bidder shall be final and binding. On the Bidder repeatedly failing to rectify the faults within the time period as stated by the GWEDCL, the GWEDCL is free to cancel / terminate the Contract.
- If work will not complete within stipulated time then **5% of contact value** will be deducted from the payable amount to the firm as penalty. However, GWEDCL may waive off the penalty considering justification of delay.
- Also, the GWEDCL may, at its discretion, get the deviations, faults attended/ rectified by any other Bidder at the risk and cost of the Bidder and the same will be recovered from the Bidder, apart from blacklisting/ debarment as per Government Policy.

11. TENURE OF THE CONTRACT

The appointment of this service is for **FY 2023-24, FY 2024-25 and FY 2025-26 only**. However GWEDCL, Gandhinagar is authorized to terminate the contract without assigning any reasons there of or can be extended for another 2 years further on mutual consent and satisfactory performance of the firm.

12. PATENT RIGHTS

The Bidder shall indemnify the GWEDCL against all third-party claims of infringement of patent, trademark/ copyright arising from the use of services or any part thereof.

13. TERMINATION OF THE CONTRACT

At any time during the Contract Period, GWEDCL has the right to cancel the Contract after giving a notice of one month, if the Bidder commits breach of any or all conditions of the contract and fails to remedy the breach within the time frame given by the GWEDCL. Breach of contract includes, but not limited to the following:

- The Bidder stops work and such stoppage has not been authorised by the Authority.

- ❑ The Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.
- ❑ GWEDCL gives notice to correct a particular defect/ irregularity and the Bidder fails to correct such defects/ irregularity within a reasonable period of time determined by the GWEDCL
- ❑ The Bidder is found to act in selfish interest and not in interest of the beneficiaries.
- ❑ Serious misconduct/ accident on part of the Bidder.
- ❑ The registration of the Bidder with The Institute of Chartered Accountants of India gets cancelled due to any reason.
- ❑ Failure of Bidder in intimating the GWEDCL of its blacklisting by any central/state government body during the contract period, the GWEDCL reserves the right to terminate the contract
- ❑ The GWEDCL reserves the right to accept to terminate the contract from bidder side after receiving one-month notice period. No payment will be made in such circumstances.

14. OWNERSHIP OF DATABASE AND ASSET

The ownership of database as and when created in the course of the execution of the work under this tender during the contract period without any liability will be automatically vested with the GWEDCL. None of the physical facility and manpower created under this tender shall be transferred to GWEDCL at the end of the Contract Period, except the capital expenditure made by the GWEDCL.

15. DETAILS TO BE KEPT CONFIDENTIAL

- ❑ The Bidder shall keep the details of the contract, records of offices, reports and any type of information as private and confidential. Also, any type of data, information, documents will not be allowed to bring outside of the office premises. 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 GWEDCL. 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 GWEDCL whose decision shall be final.
- ❑ The Bidder or his representative should neither disclose the data of project nor sell the data or use it for commercial exploitation or research work without the written permission of the Authority.

On breach of above conditions contract will be terminate on immediate basis and necessary legal action will be taken by the authority on the firm.

16. TRANSFER OF RIGHTS

The Bidder shall not transfer the Contract to anybody except with the prior permission of the Authority.

17. IMPLEMENTATION SCHEDULE

The Bidder is required to commence operations as per broad scope of work from the date of signing of Work Order/ Letter of Acceptance.

18. GENERAL REQUIREMENT

- GWEDCL reserves full right to alter its requirements.
- The decision of the GWEDCL will be final in all the matters.

19. DISPUTE RESOLUTION BETWEEN BUYER AND SELLER

- Any dispute or legal issue or violation of contract between buyer and seller will be resolved in Gandhinagar, Gujarat Jurisdiction only.
- Jurisdiction of Courts irrespective of the place of delivery, the jurisdiction will be always Gandhinagar, Gujarat.

ANNEXURE-1

(On Rs. 300/- stamp Paper)

To,

Sir,

Subject: Bid for Providing Services of Internal Audit for Gujarat Women Economic Development Corporation Limited for FY 2023-24, FY 2024-25 and FY 2025-26

I / We _____ Chartered Accountant firm (ICAI Registration No. _____) here with enclose Technical proposal for your Bid for selection of Chartered Accountant Firm for providing service of Internal Audit for Gujarat Women Economic Development Corporation Limited for FY 2023-24, FY 2024-25 and FY 2025-26.

We/ Our Partner declare that all information submitted by us in response of bid is true and correct.

We/ Our Partner is not/ have been black listed by Central/ State Government Department/ Public Sector Undertaking for any contract executed in past

We/ Our Partner is not undergoing disciplinary actions by ICAI or any court of law

We/ Our Partner have not previously worked as Accountant, Firm of Account Writing, Internal Auditor or Statutory Auditor in the last three years with GWEDCL (FY 2020-21, 2021-22 & 2022-23). Our firms or its associates are not having conflict of interest in undertaking this assignment, if contract is awarded.

We/ Our Partner undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". Undersigned is authorised to sign this letter and submit documents and the same shall be binding to our firm.

We declare and say that above statement is true and nothing is concealed and are aware that there will be criminal proceeding in case anything is found incorrect or information is concealed.

Yours faithfully

Sign & Seal:

Full name: _____

Address: _____

(CA Firm)

ANNEXURE-2

Name of the Firm _____

Details of Full – time Partners of the firm: Details of CA Partners

Sr. No.	Name	Partner/ Employee	Designation	Member Ship No.	Whether FCA/ ACA	Date of joining the firm (full time)	Date of Becoming FCA
1	2	3	4	5	6	7	8

Note:-

- Latest Certificate of constitution issued by ICAI should be attached with Technical Proposal.
- This form should be submitted with Technical Proposal.

Sign and seal of Authorized representative

ANNEXURE-3

Name of the Firm _____

Details of Internal Audit of at least 3 (three) different Government Companies registered under the Companies Act, in last 3 years (FY 2020-21, 2021-22 & 2022-23).

Sr.No.	Name of the Government Company registered under the Companies Act, 2013	Nature of Assignment	Year for Which appointed	Amount of Turnover/ Grant/ Income

Note :-

- Work order must be submitted with Technical Proposal.
- This form should be submitted with Technical Proposal.
- GWEDCL reserves rights to verify the documents from the respective Government Companies.

Sign and seal of Authorized representative

ANNEXURE-4

FORMAT FOR CA CERTIFICATE

(On CA's Letter Head)

TO WHOM SO EVER IT MAY CONCERN

CHARTERED ACCOUNTANT CERTIFICATE

On the basis of verification of books of accountants and other documents produced before us and maintained by the Company, we certify that M/s _____ (ICAI Registration No. _____) is engaged in Chartered Accountant practice. This is to certify that firm have income from Audit & Attestation in the last three years ending on 31st March, 2023. (i.e. for Financial year 2020-21, 2021-22 and 2022-23) are as follows:

Sr. No	Financial Year	Income from Audit & Attestation (in Rs. Lacs)
1	2020-21	
2	2021-22	
3	2022-23	

CA Stamp & Seal and UIDIN No.

ANNEXURE-5

LIST OF ACCEPTABLE BANKS FOR TENDER DOCUMENT

FEE/EMD/SECURITY DEPOSIT (SD)

Finance Department, GR No.: FD/MSM/e-file/4/2023/4020/D.M.O.

Date: 11/03/2024

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

1. All Nationalized Banks.

(B) Guarantees issued by following banks will be accepted as SD/EMD for period up to March 31, 2025. The validity cut-off date in GR is with respect to 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	19	Kotak Mahindra Bank
2	AU Small Finance Bank	20	South Indian Bank
3	Bandhan Bank	21	Tamilnadu Mercantile Bank
4	City Union Bank	22	Utkarsh Small Finance Bank
5	CSB Bank	23	Ahmedabad Mercantile Co-op. Bank
6	DBS Bank India Limited	24	Nutan Nagrik Sahakari Bank Ltd.
7	DCB Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
8	Equitas Small Finance Bank	26	Saraswat Co-Operative Bank Ltd.
9	FEDERAL Bank	27	SVC Co-Operative Bank Ltd.
10	HDFC Bank	28	The Cosmos Co-op Bank Ltd.
11	HSBC Bank	29	The Gujarat State Co-Operative Bank Ltd.
12	ICICI Bank	30	The Mehsana Urban Co-Operative Bank Ltd.
13	IDBI Bank	31	The Surat District Co-Operative Bank Ltd.
14	IDFC First Bank	32	The Surat People's Co-Op. Bank Ltd.
15	IndusInd Bank	33	The Kalupur Commercial Co-Op. Bank
16	Jana Small Finance Bank	34	Baroda Gujarat Gramin Bank
17	Karnataka Bank	35	Saurashtra Gramin Bank
18	Karur Vyasya Bank		

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