



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5717184
Dated/दिनांक : 30-12-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-01-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-01-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Industries And Mines Department Gujarat
Organisation Name/संगठन का नाम	Industries And Mines
Office Name/कार्यालय का नाम	Mandal Bechriji Sir
Item Category/मद केटेगरी	Financial Audit Services - statutory audit of accounts of Mandal Becharaji Special Investment Regional Development Authority for FY 2024 25; CAG Empaneled Audit or CA Firm
Contract Period/अनुबंध अवधि	1 Year(s) 3 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	4 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC) *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

Bid Details/बिड विवरण

Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	100000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Number of Years of firm/company's existence as per ICAI certificate:5

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:5

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:2

Number of XX fulltime CA's required and YY professional audit staff:2 CAs and 8 audit staff

Financial Audit Services - Statutory audit Of Accounts Of Mandal Becharaji Special Investment Regional Development Authority For FY 2024 25; CAG Empaneled Audit Or CA Firm (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Scope of Work	statutory audit of accounts of Mandal Becharaji Special Investment Regional Development Authority for FY 2024 25
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Statutory Audit
Category of Work under Financial Audit	statutory audit of accounts of Mandal Becharaji Special Investment Regional Development Authority for FY 2024 25
Type of Industries/Functions	statutory audit of accounts of Mandal Becharaji Special Investment Regional Development Authority for FY 2024 25
Frequency of Progress Report	yearly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As and when required
State	NA
District	NA
Addon(s)/एडऑन	
Post Financial Audit Support	Yes

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Rajeshbhai Parmar	382007,Udhyog Bhavan, Block No 11, 3rd Floor,	1	<ul style="list-style-type: none">Number of Months for which Post Audit Support is required : 3

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

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

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

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

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

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

---Thank You/धन्यवाद---

Mandal-Becharaji Special Investment Region Development Authority (MBSIRDA)

BID DOCUMENT

**Bid for hiring CA firm for Statutory Audit of Annual Account of Mandal-Becharaji
Special Investment Region Development Authority (MBSIRDA)**

**Bidding Authority: Mandal Becharaji Special Investment Region
Development Authority MBSIRDA**

Name of Work: Hiring a CA firm for Statutory Audit of Annual Account for the Accounting year

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

Un-priced Bid Opening: As per Bid Document.

Date & Time: As per Bid Document.

Temporary Address: Mandal Becharaji Special Investment Region
Development Authority block no 11 fourth
floor, Udhayogbhavan, Gandhinagar, Gujarat

Mandal-Becharaji Special Investment Region Development Authority (MBSIRDA) invites offer through e-tender for **Hiring an Agency of CA Statutory Audit for the Accounting Year 2024-25 of Mandal Becharaji Special Investment Region Development Authority(MBSIRDA).**

Offer is invited from the agency experienced in financial services like Statutory Audit of annual account.

Proposals are hereby called from the Bidders having capability for Statutory Audit of annual account of Mandal-Becharaji Special Investment Region Development Authority (MBSIRDA).

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

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

1. Bidder shall submit their bids on <https://gem.gov.in>.
2. Bids complete in all respects should be uploaded on or before the BID DUE DATE.
3. Services offered should be strictly as per requirements mentioned in this Bid document. Please spell out any unavoidable deviations, Clause/Article-wise in your bid under the heading Deviations.
4. Bidder's offer for services as mentioned will remain valid as per the bid document.
5. In addition to the bid document, the following sections uploaded are part of Bid Documents.
6. Bidder will quote Fees/charges year wise.

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

Important Dates & Details:

1	Last Date & Time for Submission of Bids electronically on https://gem.gov.in	As per Bid Document
2	Contact Person	Ms Surabhi Dave Ph. No 9998039765

Chapter - 1

Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing services necessary to meet the requirements as described in the Bid document. Keeping in view the complexity and volume of the work involved, following criteria are prescribed as the eligibility criteria for the bidder interested in undertaking the project. The bidder must also possess technical know-how and financial wherewithal that would be required for successful annual accounts preparation of Mandal-Becharaji Special Investment Region Development Authority (MBSIRDA).

Sr. No.	Eligibility Criteria	Document to be submitted with proposal*
1.	ICAI category 3 firm having CAG Empanelment	Empanelment certificate for FY 2023-24 and Provisional FY 2024-25.
2.	Turnover: The firm/company should have average annual turnover of Accounting Services at least Rs. 4 Lakh in last 3 financial year	C.A.(not belonging to the firm) Audited Summary Statement
3.	Past Experience The bidder should have at least 5 years experience since date of constitution and at least 5 government of Gujarat office / institutes/ government undertakings/PSUs)audit work experience (Government office/ institutes/ government undertakings/PSUs)	Firm card for experience of firm constitution. For work experience, Work Orders issued by client/Project completion certificate. Along with Self certified Summary for the said experience in order of recent being first.
4.	Partner & Employees Partner Min. 2 CA Minimum 8 employees at Head/branch office of Ahmedabad/Gandhinagar	Copy of Firm card issued by ICAI For employees, self declaration by authorized partner regarding employees working till date
5.	Blacklisting: Bidders or any other Firm/Company, who is service provider in this project, should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat/Government of India and / or black-listed by Gujarat state Government departments or Any Central Government departments.	Submit a self-declaration
6.	The bidder should have Head /branch office in the City of Gandhinagar or Ahmedabad	Please attach the copy of any of the following: Property tax bill/Electricity Bill/Telephone Bill/GST Registration/Lease agreement.

7.	The bidder must have a valid GST registration in India.	Proof of a valid GST in India.
8.	Income tax returns of 3 years with Audit Report (FY 2020-21,2021-22,2022-23)	Copy of IT Return
9.	Firm Registration Certificate	Copy of Firm card issued by ICAI
10.	Partner's Documents	PAN Card , Membership No.

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

Chapter - 2

Scope of work

- To verify financial regularity of financial statements and accounts produced as per norms of statutory audit.
- To check and verify the Audit report as well as quarterly Audit report submitted by the Internal Auditor firm regarding accounting records of the MBSIRDA
- Checking and verification of Government Grants (Central / State) received and utilized and their quarterly reconciliation report.
- Scrutiny of all assets and liabilities account to ensure their correctness.
- Ensure that MBSIRDA policies, rules, regulation and procedures are adhered to is all accounting matters and transactions with its DOP.
- To discuss the draft Statutory Audit Report of MBSIRDA with Authorities and incorporate necessary changes before issuing final Statutory Audit Report.
- For Statutory audit report of the authority, the inputs of officer designated by MBSIRDA, CA of the book keeping firm and CA of the internal audit firm will be obtained before issue of final statutory audit report.
- If MBSIRDA requires any suggestions from the firm regarding Accounting Matters/Tax Matters/Income Tax/GST/any direct or in direct tax or any other matters, they may ask the firm to submit their independent advice /opinion about the same. For this firm may ask separate fees .
- For all matters, the statutory auditor will co-ordinate with officials of MBSIRDA.
- Your firm will be required to complete the work within the due dates prescribed by Government from time to time; with accuracy and in well-documented manner.
 - Chief Executive officer of the authority is authorized to give and any work (Related of the Chartered Account firm) if the need arise, CA will provide services in addition to those described in this Agreement.

Completion of work:

The work shall be considered as completed when Audit Report approved by competent authority of MBSIRDA.

Chapter - 3

Instructions to Bidders

BIDDING DOCUMENTS

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

AMENDMENT OF BIDDING DOCUMENTS

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

LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and shall be in **English**. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern.

FRAUDULENT & CORRUPT PRACTICE

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

LACK OF INFORMATION TO BIDDER

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

MODIFICATION AND WITHDRAWAL OF BID

- The Bidder may modify or withdraw its bid before the due date of bid submission.
- No Bid may be modified subsequent to the deadline for submission of bids.

- No Bid may be withdrawn in the interval between the deadline for submission of bids and the

expiration of the period of Bid validity specified by the Bidder on the bid letter form. Withdrawal of a Bid during this interval may result in the bidder's forfeiture of its Bid security.

CONTACTING MBSIRDA

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

REJECTION OF BIDS

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

TECHNICAL EVALUATION OF BID

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

- The bidders obtaining less than 60 marks shall be declared as disqualified in the technical evaluation.

FINANCIAL EVALUATION

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

AWARD OF CONTRACT

- The Criteria for selection will be in two stages as mentioned in Chapter: 4.
- The quantities may decrease or increase at the time of finalization, depending upon the change in the requirements/grants available with the purchaser(s), which shall be binding to the bidder.
- If a firm is selected for one specific financial service at the authority, it will not be considered for award of financial service related work in the same financial year.
- Service contract is for one year which may be extended with mutual consent.

NOTIFICATION OF AWARD & SIGNING OF CONTRACT

- After the bid evaluation, MBSIRDA will notify the successful Bidder and issue work Order.
- Successful bidders will have to sign the contract upon receiving the work order within 7 working days.

LIMITATION OF VENDOR'S LIABILITY:

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

FORCE MAJEURE

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

- **FORCE MAJEURE EXCLUSIONS**

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability, late work
- b) Delay in the performance of representative or employee.

- **PROCEDURE FOR CALLING FORCE MAJEURE**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

CONTRACT OBLIGATIONS

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

AMENDMENT TO THE AGREEMENT

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

USE OF AGREEMENT DOCUMENTS AND INFORMATION

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

ASSIGNMENT & SUBCONTRACTS

- Assignment by Bidder

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

- Sub contracts: Sub contract shall not be allowed.

RESOLUTION OF DISPUTES

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

PAYMENTS TERMS

Sl. No.	Activity	Payment (%)
1	Statutory Audit of Annual Account for the Accounting Year of 2024-25 asmentioned in Chapter: 2.	Full and final payment after the Audit Report approved by MBSIRDA

INDEMNITY

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

TERMINATION

- a. MBSIRDA may, without prejudice to any other remedy for breach of contract, by one week advance notice of default sent to the selected agency, terminate the Contract in whole or part:
 - if the selected agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by MBSIRDA.
 - if the selected agency fails to perform any other obligation(s) under the Contract.

- If the service provider, in the judgment of MBSIRDA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

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

