



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5908123  
Dated/दिनांक : 06-02-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-02-2025 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-02-2025 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Gujarat
Department Name/विभाग का नाम	Science And Technology Department Gujarat
Organisation Name/संगठन का नाम	Gujarat State Biotechnology Mission (gsbtm)
Office Name/कार्यालय का नाम	Gsbtm H.q. Gandhinagar
क्रैता ईमेल/Buyer Email	buycon1.gsbmg.gj@gembuyer.in
Item Category/मद केटेगरी	Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report; CAG Empaneled Audit or CA Firm
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	7 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 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

<b>Bid Details/बिड विवरण</b>	
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	175000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	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**

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
18-02-2025 12:00:00	Gujarat State Biotechnology Mission Add- Block 11/9, Udhog Bhavan, Gandhinagar, Gujarat.

**Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report; CAG Empaneled Audit Or CA Firm ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specificat ion	Values
<b>Core</b>	
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Internal control of financial , Detering , Investigating fraud , Compliance with law & regulations , Compliance with contracts , Risk Management , Review system & processes , Treasury operations , Bank Transactions , As per Scope of Works attached
Type of Industries/F unctions	Government Registered Society
Frequency of Progress Report	Quarterly

Specification	Values
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Quarterly
State	NA
District	NA
<b>Addon(s)/एडऑन</b>	
Post Financial Audit Support	NA

#### 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	Bhavesh Nayak	382017,BLOCK - 11, 9TH FLOOR, UDHYOG BHAVAN	1	N/A

#### 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. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

##### 3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Number of Years of firm/company's existence as per ICAI certificate : At least 05 years

Number of years of experience as on date of which at least XX years should be in internal/external audit of Government clients/ Autonomous Bodies/ Societies etc. : Not less than two (2) years before 31.03.2024.

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:02

Number of XX fulltime CA's required and YY professional audit staff:02

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#### 6. **Buyer Added Bid Specific ATC**

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

#### 7. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

## **SCOPE OF WORK**

(To be printed on letter head of firm with Sign and Seal)

GSBTM invites bid from eligible Chartered Accountancy Firm for Appointment of Chartered Accountancy Firm for **Pre-cum-Internal Audit & Biotechnology Policy related work and Venture Fund Investment audit** for the Financial Year 2025-26 at GUJARAT STATE BIOTECHNOLOGY MISSION [GSBTM], Gandhinagar, Gujarat with the following scope of work:

- 1 The Audit has to carry out as GSBTM office, Gandhinagar and separate quarterly internal audit report has to be submitted. The reports shall include following but not limited to:
  - Executive summary of major audit observations;
  - Comments on weakness in internal controls, procedures;
  - Unresolved issues;
  - Status of compliance of pending issues.
- 2 Checking of day-to-day financial transactions so as to ensure compliances related to General Financial Rules (GFR), Accounting Standards, Correct classification of expenses, use of correct ledger and cost center in accounting, Arithmetical accuracy, Compliance related to various tax laws such as Income Tax, TDS, GST, TDS under GST etc. All expenditures, payment exceeding Rs. 50,000/- shall be pre audit. However statutory, standing and committed expenditure / payment like Salary, Income Tax, GST, Telephone and mobile bill, Electricity, Govt. payment, payment related VVIP movement and any such payment etc. will have to be post audited, if pre-audit was not possible.
- 3 Make entries of all vouchers and preparation of Annual Accounts of GSBTM in related Software with relevant Schedules, according to the Uniform Format for Charitable Trust Act and Income Tax Act.
- 4 CA firm shall prepare, finalize, certify and file TDS Returns, GST Returns and other statutory returns/documents well within due dates and entire responsibility shall lie with the firm. GSBTM will not share any liability arising due to non-filing / late filing of any return / document. Also prepare of Form 16 for employees of GSBTM.
- 5 The Audit team will have to visit at least twice a week and in addition, in case urgent payment, the firm will have to visit as and when required. The Audit team will consist of sufficient number of experience and qualified professional in relevant filed. One Person who holds degree of CA must be in the audit team.
- 6 Scrutiny of vouchers/bills related to various payments and providing advice towards tax implications thereof.
- 7 Calculation of Income Tax liabilities of the employees after considering the declaration and proof of Investment given by employees, and correct deduction of Income Tax from the salary of the employees.
- 8 Scrutiny of Bank Reconciliation statement, Advances to suppliers, contractors and employees, release of security deposit and EMD.
- 9 CA firm shall be responsible for ensuring accuracy of account books, bank reconciliation statements, dead stock register, assets register, salary register, entries in various relevant software and all the financial transactions.
- 10 Support to provide all required information and facilitating audit of accounts conducted by Statutory Auditor, CAG and any other agencies.
- 11 CA firm shall be responsible for ensuring compliances of various tax laws.
- 12 Advising on applicability of any other tax, rules, laws, regulations which may be applicable on GSBTM and all matters/items covering its scope and applicability in case of

- agencies from which GSBTM is availing the services.
- 13 GSBTM is located at Gandhinagar. GSBTM will not provide Transport or accommodation to the employees of CA Firm in any condition. If the contractor refuses/denies the assignment, after award of work, all the required actions will be taken by GSBTM to safeguard its interest.
  - 14 It shall be the responsibility of the bidders to be fully informed/ acquainted / familiarized with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract.
  - 15 The CA Firm shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The CA Firm shall identify GSBTM from any claims in this regard.
  - 16 The Responsibility of correctness and accuracy of Accounting Records will lie with the CA Firm.
  - 17 A reasonable penalty may be imposed on the CA Firm by GSBTM as decided, if it is found that the CA Firm failed to perform its obligations in any manner. Such penalty may be deducted from the payment to be made to the CA Firm after giving a written notice.
  - 18 CA Firm will maintain high standards of integrity and professional ethics and morality while handling the work of GSBTM and dealing with GSBTM and its officials. If it is found that this condition of confidentiality is compromised by the CA Firm, then GSBTM will be at liberty to take further steps (e.g., requesting ICAI for cancellation of license) against the CA Firm.
  - 19 The accounting records and information related to GSBTM shall be handled by the CA Firm in a confidential manner and must not be shared with any outsider.
  - 20 Notwithstanding anything contained herein above, GSBTM reserves the right to discontinue the services of the CA Firm in the event their services are evaluated as unsatisfactory at any time during the period.
  - 21 Any losses sustained by GSBTM due to negligence of CA Firm's services in the form of any loss / damage of property (including those attributable to individual employees/ manpower engaged by the CA Firm) will be recoverable from the CA Firm, as the money value shall be estimated by GSBTM. The decision of GSBTM in this regard will be final and binding on the CA Firm.
  - 22 The CA Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
  - 23 Any action on part of contractor to influence any Officer of GSBTM canvassing in any form shall make the tender document liable for rejection.
  - 24 Jurisdiction: The court(s) at Gandhinagar alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender document / contract. It is specifically agreed that no court outside and other than Gandhinagar court shall have jurisdiction in the matter.
  - 25 Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objectives of the contract

- **Scope of Work for Biotechnology Policy related work and Venture Fund Investment audit**

The Biotechnology policy of the State Government of Gujarat has been called out. GSBTM invites bid from eligible Chartered Accountancy Firm for carrying out Gujarat Biotechnology Policy related work and Venture Fund Investment audit for the Financial Year 2025-26 at Gujarat State Biotechnology Mission (GSBTM), Gandhinagar, Gujarat with the following scope of work:

1. For providing necessary guidance and technical expertise towards processing of Capital & Operational Claims for applicants under Gujarat Biotechnology Policy 2016-21 which is implemented by GSBTM.
2. For providing necessary guidance and technical expertise towards processing of Capital & Operational Claims for applicants under Gujarat Biotechnology Policy 2022-27 which is implemented by GSBTM.
3. The processing of Capital Claim would involve detailed verification and scrutiny of all the documents received from the applicant mainly the invoices/ e-way bills, bank transactions, ledgers from the vendors as well that from the applicant, followed by Site Visit of the applicant's premises. Finally provide a CA Certificate recommending an amount that is admissible against the amount that has been claimed by the applicant.
4. The processing of Operational Claim would involve detailed verification and scrutiny of all the documents received from the applicant mainly the Bank Sanction Letter, Quarterly Bank Interest Certificates, Term Loan Account Statement, Day Wise Interest Calculation Sheets in case of the Interest Subsidy; Verification of Electricity Bills and the proof of payment documents for the applicant's claim towards Power Tariff & Electricity Duty Subsidy; Verification of Electronic Challan Records, Combined Challan, Salary Slips as well as Attendance Register of the applicant in case of the applicant's claim towards Employment Generation Incentive towards EPF. The site verification would be followed by calculation of the amount that is admissible in each category and finally provide a CA Certificate recommending an amount that is admissible against the amount that has been claimed by the applicant.
5. Undertake accounts & payment related verification as well as other industrial compliance for successful Capital Claim Disbursement.
6. Undertake accounts & payment related verification for disbursement of Operational Claims under both these aforementioned policies.
7. On the day of the audit, the CA shall have to remain in person at the site of the company and GSBTM shall not pay any additional cost towards the same. Considering this and in view of it, the contract shall be made accordingly.
8. For the audit at the company site conducted by GSBTM, the CA of the relevant firm will be required.
9. The selected bidder will have to prepare Inspection Report post site inspections and in case if the need be, would also have to attend the State Level Empowered Committee Meetings that are making the final decisions of these applications received under the Gujarat Biotechnology Policy and provide the necessary guidance.
10. The selected bidder will have to review & interpret the Policy documents as well as any additional legal document needed and provide necessary guidance towards compliance while processing the Capex & Opex claims under both these aforementioned policies.

11. The CA Firm will have to assist GSBTM in overseeing the Venture Fund Investments including all the current year as well as the previous years, made by GSBTM and provide proper guidance for timely documentation.
12. Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objectives of the contract.
13. All the above mentioned work would be conducted in tandem with GSBTM team.
14. In case of any dispute, the final decision of MD, GSBTM shall be final and binding.

I/We undersigned hereby certify that I/We read all the Scope of Works mentioned above and have no issues and misunderstanding above it. I/We undersigned ready to do the work as per Scope of Works mentioned above.

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Designation of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

## **BUYER'S ADDED TERMS AND CONDITIONS**

For facilitating the Development of Biotechnology in the State, Government of Gujarat has constituted Gujarat State Biotechnology Mission[GSBTM] as Grant-in-Aid Society, under the aegis of Department of Science and Technology, GoG. GSBTM invites bid from eligible Chartered Accountancy Firm for **Appointment of Chartered Accountancy Firm for Pre-cum-Internal Audit & Biotechnology Policy related work and Venture Fund Investment audit for the Financial Year 2025-26 at GUJARAT STATE BIOTECHNOLOGY MISSION[GSBTM], Gandhinagar, Gujarat with following terms and conditions.**

### **1. Eligibility Criteria:**

- i. The Chartered Accountant firm must be registered with the Institute of Chartered Accountants of India (ICAI) and evidence to be submitted registration certificate to do the same business continuously engaged for this service/business at least in last 5 years.
- ii. The Chartered Accountant firm should have been empaneled with the comptroller and Auditor General of India (C&AG)
- iii. There must be at least 2 qualified Chartered Accountants in the firm. If any C.A. is the employee of the firm, then he / she must be working with the firm for more than 1 year.
- iv. The bidder should have satisfactorily provided similar services of Pre-cum-Internal Audit, Statutory Audit, Accounting, Attesting and Related Services at Government clients/ Autonomous Bodies/ Societies etc. in India for not less than two (2) years before 31.03.2024. The Firm should have satisfactory work completion certificate.
- v. The income of the firm from Audit and attestation assignment should be more than Rs.15 lakhs per year for F.Y. 2021-22 to 2023-24.
- vi. Firm's Head office should be located in Gujarat and if Head office is not located in Gujarat then at least two full time branches should be functional in state of Gujarat for a minimum period of 5 years.
- vii. one full time branch of firm must be located in Ahmedabad/Gandhinagar.
- viii. Atleast 1 employee from Firm must be present at GSBTM office during working hours. He/She should be capable of doing work related to tally, excel and other accounts related or policy claim related work assigned by GSBTM.
- ix. Chartered Accountant of firm should visit GSBTM office twice a week. In case of emergency he/she should be present in office within 24 hours from call made by GSBTM official.
- x. Firm have to prepare reply & solve cases related to Income tax department for all the matters pending in GSBTM till FY 24-25. Official person from firm have to appear and present before Income Tax Authority to attend Income Tax Scrutiny case, if required.
- xi. Firm also have to guide GSBTM for AG Para Reply.
- xii. The Firm need to have at least 5 years of industrial audit experience with an expertise in company audits and overall compliance. The CA Firm shall possess the skills to assess internal controls, identify areas of risk, and ensure adherence to relevant industry standards and regulations.

**2. Contract Period:** The Contract will be initially awarded for the period of one financial year 2025-26. However, the contract may be extended up to maximum further two financial year, based on the mutual consent of both the parties on same terms and condition of the original Contract/ signing of agreement, if the performance/services are found satisfactory in the discretion of GSBTM.

**3. Termination of the Contract:** The GSBTM, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected service provider with or without assigning any reasons. Where a contract is terminated by GSBTM on account of violation of term of contract by the

Contractor, it shall have the right to award the contract to any other contractor and any expenditure incurred on account of this will be recovered by GSBTM from Security deposit or pending bill or by raising a separate claim form the existing contractor.

**4. Terms of Payment:**

- Payment to the contractor will be made after completion of all contractual obligations of the service provider under the agreement to be executed by and between GSBTM and the service provider on presentation of bills and work completion certificate(s) from the authorized representative of the GSBTM. In case of any discrepancy in service, bill payment will be withheld till resolution of all issues. No advance payment will be made.
- Taxes as per income tax Act/rules will be deducted at applicable rates from all payments made by GSBTM.
- Deductions shall also be made from contractor's bills during implementation of the contract that may be become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes.
- The GSBTM will deduct income tax as per income tax Act from the fees payable at the prevailing rates of such sum as income tax on the income comprised therein.
- No claim for interest will be entertained by the GSBTM in respect of any payment/deposit which will be held with the GSBTM due to dispute between the GSBTM & contractor or due to admin delay for the reasons beyond the control of the GSBTM

**5. Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, GSBTM reserves the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the bidder who have been issued the tender document. The Corrigendum shall be binding on all the bidders and will form part of the bid documents.

**6. Right to reject any/or all bids:** The competent Authority of GSBTM 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. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the GSBTM / in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

**7. Resolution of Disputes:**

- If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation 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.
- 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 Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

**8. Price Bid:** The bidders will have to quote the price included all types of taxes and charges. The L-1 firm will be awarded the work. The L-1 firm shall be decided on the basis of the lowest grand total rate offered. The Commercial bid of only those bidders will be opened whose bids have been found eligible as per the criteria mentioned in the technical bid. The Commercial bid opening date and time will be given through phone and / or registered e-mail id. All eligibility

conditions have to be satisfied on the respective dates and not on a later date. The commercial bid shall be opened on the scheduled time and date.

**9. Relaxation of Terms and Conditions:** The Mission Director, GSBTM is empowered to relax any term or condition mentioned herein.

**10. Compensation clause:**

- In case, any of the personnel deployed under the contract is/are absent or fails to report in time and contractor is unable to provide suitable substitute in time, a penalty of Rs.1,500/- for each absence per day will be levied by GUJARAT STATE BIOTECHNOLOGY MISSION .
- In case any complaint is received attributable to misconduct/misbehavior of contractor's personnel, a penalty of Rs.1,500/- for each such incident shall be levied.
- In case the contractor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirement of the contract, GUJARAT STATE BIOTECHNOLOGY MISSION reserves the right to impose the penalty as detailed below:-
  - 10% of the cost of order/agreement per week, up to four weeks of delay.
  - After a delay of four weeks, GUJARAT STATE BIOTECHNOLOGY MISSION reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other contractor(s). The defaulting contractor shall be blacklisted for a period of 3 years and his performance security deposit may also be forfeited, if so warranted.
  - In case of breach of any terms and conditions attached to this contract, a penalty of Rs.1,500/- for each such incident shall be levied.
  - The manpower found drunk, in possession/consumption of tobacco, alcohol, drugs or sleeping on duty to be removed by the Contractor and a penalty of Rs.1,500/- for each such incident shall be levied.

**11. Disclaimer:** The near relatives of employees of the GUJARAT STATE BIOTECHNOLOGY MISSION are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- Member of a GUJARAT STATE BIOTECHNOLOGY MISSION
- Their husband or wife.
- The one is related to the other in the manner as father, mother, son(s), son's wife (daughter- in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

Authorized Signatory (signature in full): \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_