

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-03-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-03-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Gujarat
विभाग का नाम/Department Name	Science And Technology Department Gujarat
संगठन का नाम/Organisation Name	Gujarat State Biotechnology Mission (gsbtm)
कार्यालय का नाम/Office Name	Gsbtm H.q. Gandhinagar
वस्तु श्रेणी /Item Category	Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report; CAG Empaneled Audit or CA Firm, CA Firm
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	15 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	4 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	430000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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1. 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.

5. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of Years of firm/company's existence as per ICAI certificate:10

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.:4

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:3

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:1

Number of XX fulltime CA's required and YY professional audit staff:0 and 2

Pre Bid Detail(s)

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मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
18-03-2026 12:00:00	GSBTM BLOCK - 11, 2ND FLOOR, UDHYOG BHAVAN, Gandhinagar

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

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm , CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Investigating fraud , Reliability of financial reporting , Compliance with contracts , Risk Management , Internal control of financial , Compliance with law & regulations , Review system & processes , Bank Transactions , Internal Control over Financial Reporting
Type of Industries/F unctions	Sales, Services and Revenue , Purchase & Procurement , Inventory & Store management , Human Resource & Payroll , Operational & Administrative , Owners Capital , Fixed assets, depreciation and amortisation , Payables , Receivables , Cash and Bank Balance
Frequency of Progress Report	as and when required
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	as and when required
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	Yes

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Bhavesh Nayak	382017,BLOCK - 11, 9TH FLOOR, UDHYOG BHAVAN	Project / Lumpsum Based	<ul style="list-style-type: none">Number of Months for which Post Audit Support is required : 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

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

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

6. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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

---धन्यवाद/Thank You---

SCOPE OF WORK

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

- **Scope of Work for Biotechnology Policy related work, GSBTM's Research Support Scheme Audit 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 ,_Research Support Scheme Audit and Venture Fund Investment audit for the Financial Year 2026-27 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. If this policy is amended or a new policy is introduced in the future, the firm shall provide the necessary guidance and technical expertise for the processing of claims.
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. GSBTM is located at Gandhinagar. GSBTM will not provide Transport or accommodation to the employees of CA Firm in any condition for any visit in Gujarat. If the contractor refuses/denies the assignment, after award of work, all the required actions will be taken by GSBTM to safeguard its interest.
13. GSBTM Provide Grant to Various research project running in Universities and Colleges in the state of Gujarat. They provide UTC to GSBTM. CA Firm have to do special audit of these colleges/university/research institute as and when required from GSBTM.
- 14. Atleast 2 employee from Firm must be present at GSBTM office during working hours. He should be capable of doing work related to policy and other works assigned by GSBTM. He should have experience of 3 Years in Accounting Field after completing Bachelor's Degree.**
- 15. Chartered Accountant of firm should visit GSBTM office as and when required by GSBTM. Chartered Accountant of firm have to present in meetings of GSBTM when required.**
16. Firm also have to guide GSBTM for AG Para Reply.
17. 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.
18. All the above mentioned work would be conducted in tandem with GSBTM team.
19. 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

- 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 Biotechnology Policy related work, Research Support Scheme Audit and Venture Fund Investment audit for the Financial Year 2026-27 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 10 years.
- ii. The Chartered Accountant firm should have been empaneled with the comptroller and Auditor General of India (C&AG).
- iii. The Chartered Accountant firm should have certificate course on forensic accounting and fraud detection from ICAI.
- iv. There must be at least 3 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. Atleast 1 CA should have completed certificate course on public finance and government accounting.
- v. The bidder should have satisfactorily provided similar audit related services in Gujarat Government offices for not less than four (4) years before 31.03.2025.
- vi. The income of the firm from Audit and attestation assignment should be more than Rs.15 lakhs per year for F.Y. 2022-23 to 2024-25.
- vii. Firm's Head office should be located in Ahmedabad / Gandhinagar. Firm's two full time branches should be functional in state of Gujarat.
- viii. **Atleast 2 employee from Firm must be present at GSBTM office during working hours. He should be capable of doing work related to policy and other works assigned by GSBTM. He should have experience of 3 Years in Accounting Field after completing Bachelor's Degree.**
- ix. Firm must have to upload signed ATC and Scope of Work in Gem Portal.
- x. Firm have to submit EMD of Rs.12,900/- in form of DD in favor of GUJARAT STATE BIOTECHNOLOGY MISSION to GSBTM Office till last day of tender closing date. EMD will be converted to SD after awarding work to firm.
office address : GUJARAT STATE BIOTECHNOLOGY MISSION, Block-11, 9th floor, Udyog Bhavan, Gandhinagar-382017.

2. **Contract Period:** The Contract will be initially awarded for the period of one financial year 2026-27. However, the contract may be extended up to maximum further three 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: _____