# TENDER FOR HIRING OF CHARTERED ACCOUNTANCY FIRMFOR STATUTORY AUDIT, ATTESTING AND RELATEDSERVICES FOR THE FINANCIAL YEAR 2021-22



# **TENDER NO.INF/PUR/ACCOUNT/AUDIT/2021-22**



Information and Library Network Centre सूचनाएवंपुस्तकालयनेटवर्ककेन्द्र An Autonomous Inter-University Centre of UGC विश्वविद्यालयअनुदानआयोगकास्वायत्तअंतरविश्वविद्यालयकेन्द्र Gandhinagar/ गांधीनगर – 382 007

#### Contact person: (During office hours 9.30am to 6.00pm (Mon-Fri)

For Technical query:	For Commercial and general query:		
Administrative Officer- (F) Email: accounts[at]inflibnet[dot]ac[dot]in & nehasharma[at]inflibnet[dot]ac[dot]in; Tel: 079-23268120/24	In-Charge (P&S) Email: shyam[at]inflibnet[dot]ac[dot]in Tel: 079-23268143		

The bid document and further amendments can be downloaded from the INFLIBNET website <u>www.inflibnet.ac.in</u> or from Central Public Procurement Portal (CPPP), Govt. of India website <u>www.eprocure.gov.in</u> and has to be submitted in offline mode as physical copy to the INLIBNET Centre, Infocity, Gandhinagar- 382 007, Gujarat or can also be deposited/ dropped in the Tender Box placed at the security cabin, INFLIBNET Centre before last date i.e. 16.03.2021 at 17:30 Hrs.

Sr. No.	BID-DATA SHEET					
1.	Tender Number	INF/PUR/ACCOUNT/AUDIT/2021-22				
2.	Minimum Fees of Consultancy	Rs. 4.0 Lakhs				
3.	Bid validity	60 days				
4.	Issue of Tender Forms	Tender Documents / Forms can be Downloaded from the Institute's website <u>www.inflibnet.ac.in</u> or Central Public Procurement Portal (CPPP) <u>www.eprocure.gov.in</u>				
5.	Tender Document Delivery Mode	Through Speed Post / Registered Post/ Courier or either by person.				
6.	Earnest Money Deposit (EMD)	Bids Security Declaration Form				
		In-Charge (P&S)				
7.	Address for submission of	INFLIBNET Centre, Infocity, PB No. 04,				
	bid documents					
		Gandhinagar- 382 007, Gujarat				

# IMPORTANT DATES



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## Introduction

The Information and Library Network (INFLIBNET) Centre, an autonomous Inter University Centre (IUC) of the University Grants Commission, Ministry of Education, Govt. of India, invites sealed quotations on behalf of Director, INFLIBNET Centre consisting of two-bid tender (Technical and Commercial) from eligible Service provider/firm/agencies for **Hiring of Chartered Accountancy Firm for Statutory Audit, Attesting and Related Services for the Financial Year 2021-22 at INFLIBNET**, Gandhinagar, Gujarat.

Bidder is expected to examine all instructions, forms, terms & conditions, and specification in the bidding document. Failure to furnish all information prescribed in the bidding documents or submission of bids not substantially responsive to the bidding documents in every respect may result in the rejection of the bid. Bidder must submit the technical and commercial bid in prescribed format without any deviation.

## <u> Chapter -1</u>

# **GENERAL INSTRUCTION FOR BIDDER**

- **1.1 Eligibility Criteria:** The INFLIBNET has set up minimum eligibility criteria for the bidding purpose. All bidding parties must meet all the criteria before they apply for the bid. The bidding parties meeting the criteria must enclose their supporting document (photocopies) along with the proposal as mentioned in Annexure T-I, failing which their bids will be summarily rejected and will not be considered any further.
- **1.2 Contract Period:** The Contract will be initially be awarded for the period of one financial year (2021-22). However, the contract may be extended up to maximum further two financial years, one year at a time (on requirement basis for any particular periods) based on the mutual consent of contracting contractor and INFLIBNET Centre on same terms and condition of the original Contract/ signing of agreement, if the performance/services are found satisfactory in the discretion of INFLIBNET, Gandhinagar. The Centre reserves the right to curtail or extend the validity of Contract.
- **1.3 Period of Validity of Offer:** For the purpose of placing the order, the proposals shall remain valid till 60 days from the date of opening of tender. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, INFLIBNET may ask for extension of the period of validity and such a request shall be binding on Bidders. INFLIBNET's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.
- **1.4 Submission of Bid:** The bids have been invited under two bid system i.e., Technical Bid and commercial Bid. The interested Bidders are advised to prepare two separate sealed envelopes, technical and commercial. Both of these sealed envelopes should be kept in a third envelope of bigger size in the following manner:
  - *1.4.1 <u>Sealed Envelope No. 1</u>: Shall contain all the information and documents in the same serial order as shown in the Annexure–T-I to T-IX (Pre-qualification criteria). The complete document should be numbered chronologically. On the top of envelope must be superscribed "Technical Bid".*
  - 1.4.2 <u>Sealed Envelope No.2</u>: Shall contain the rates/prices of the Services duly filled in Chapter 5 at Annexure F-I and signed and stamped. On the top of envelope must be superscribed "Commercial bid".
  - 1.4.3 <u>Envelope No.3 (Bigger Size)</u>: Both the sealed envelopes (Technical Bid + Commercial bid) should be kept in a third envelope of bigger size duly sealed and superscribed "BID FOR HIRING OF CHARTERED ACCOUNTANCY FIRM FOR THE FINANCIAL YEAR 2021-22" and addressed to the In-charge (P&S), INFLIBNET CENTRE, INFOCITY, GANDHINAGAR-382007, GUJARAT. Bid can also be deposited/ dropped in the tender Box placed at the security cabin, INFLIBNET CENTRE, INFOCITY, GANDHINAGAR on or before 16.03.2021 at 17.30.
  - 1.4.4 Late/ or delayed tenders shall not be considered. Therefore, kindly ensure that the tender is submitted/ posted within the due date.
  - 1.4.5 Any Incomplete and conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the Bidder/Contractor and shall not be evaluated.
  - 1.4.6 The bid shall be written in English only.
  - 1.4.7 No other method/means of submission of bid except as stated above shall be acceptable. All entries in the bid form should be legible and filled clearly, otherwise the bid is likely to be rejected. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may

be attached. No overwriting or cutting is permitted in the Commercial bid form. The cuttings, if any, in the Bid/ Bid application must be authenticated by the person authorized to sign the bid.

- 1.4.8 Duly filled Tender for qualification shall be submitted in proper format and incomplete offers shall be liable for rejection. Copy of each required document should be submitted with technical bid for assessment.
- 1.4.9 If the employer desires any clarification/ verification for any ambiguity or difference found in the documents/statistical details submitted by the Bidder/Contractor the same shall be furnished within stipulated time otherwise further processing will be carried out in absence of the above and the Bidder/Contractors shall be liable for any consequence.
- **1.5 Earnest Money Deposit (EMD)**: As per OM No.F.7/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance, the Bid Security (EMD) fees will be exempted to all bidders, all the bidders are required to submit the Bid security Declaration form as prescribed at annexure T-IX for the same. It is mandatory to submit the Bid security declaration, in absence of which the bid would be considered as unresponsive.
- **1.6 Performance Security Deposit**: The successful Bidder/Contractor shall have to deposit a Performance Security Deposit of 3% of the total amount of work order immediately on the receipt of the LOI/Order. The performance security deposit will be furnished in the form of Demand draft/ Bank Guarantee/Banker's Cheque/Fixed Deposit of any scheduled bank drawn in favor of "INFLIBNET Centre" Payable at Gandhinagar. The performance security deposit should be valid for sixty days beyond the date of completion of all contractual obligations of the service provider under the agreement to be executed by and between INFLIBNET Centre and the service provider. Deductions shall also be made from Contractor's PBG during implementation of the contract that may become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes. The performance security will be renewed, if the contract is extended.
- **1.7 Pre-Bid Meeting**: The bidder must participate in the scheduled pre-bid meeting and site visit. The bidders will be given an opportunity for site visit and understand the user's requirement on ground, provide inputs and seek clarifications. All such clarification and inputs are to be preferably sent in advance before the schedule date of pre-bid meeting. The pre-bid meeting will be held on 4<sup>th</sup> March, 2021 at 11:00 Hrs. at premises of INFLIBNET. Only the queries received within the stipulated date prior to the pre-bid meeting will be answered. Bidder/Contractor/ can end their queries to:

**For Technical query:** Administrative Officer- (F), Email: accounts[at]inflibnet[dot]ac[dot]in & nehasharma[at]inflibnet[dot]ac[dot]in;

For Commercial query:—In-Charge (Stores & Purchase), Email: shyam[at]inflibnet[dot]ac[dot]in;

The pre-bid meeting amendments can be downloaded from the website (www.inflibnet.ac.in) or from Central Public Procurement Portal (CPPP), Govt. of India website (www.eprocure.gov.in).

- **1.8 Contract Execution:** The contractor is required to sign the agreement and furnish performance bank guarantee immediately from the date of receipt of LOI/Work order. In case of default of any condition, INFLIBNET reserves the right to cancel the contract and apply all remedies as per the terms & conditions of contract.
- **1.9 Termination of the Contract:** The INFLIBNET, 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 INFLIBNET 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 INFLIBNET from Security deposit or pending bill or by raising a separate claim form the existing contractor.

#### 1.10 Terms of Payment:

- 1.10.1 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 INFLIBNET Centre and the service provider on presentation of bills and work completion certificate(s) from the authorized representative of the INFLIBNET Centre. In case of any discrepancy in service, bill payment will be withheld till resolution of all issues. No advance payment will be made.
- 1.10.2 The GST payment shall be admissible extra as applicable.

- 1.10.3 Taxes as per income tax Act/rules will be deducted at applicable rates from all payments made by INFLIBNET Centre.
- 1.10.4 Deductions shall also be made from contactor'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.
- 1.10.5 The Centre will deduct income tax at source under section under section 194-J of income tax Act from the fees payable at the prevailing rates of such sum as income tax on the income comprised therein.
- 1.10.6 No claim for interest will be entertained by the Centre in respect of any payment/deposit which will be held with the Centre due to dispute between the Centre & contractor or due to admin delay for the reasons beyond the control of the Centre.
- **1.11 Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, INFLIBNET Centre 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.
- **1.12 Right to reject any/or all bids:** The competent Authority of INFLIBNET 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 INFLIBNET/ in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.

#### **1.13 Resolution of Disputes:**

- 1.13.1 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.
- 1.13.2 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.
- 1.13.3 The place of the arbitration shall be Ahmedabad/Gandhinagar, Gujarat. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.
- 1.13.4 The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.
- **1.14 Price Bid:** The bidders will have to quote the price as per the format provided in the chapter 5 at Annexure- F-I and the L-1 firm will be awarded the work. The L1 firm shall be decided on the basis of the lowest grand total rate offered (exclusive of GST, which shall be paid on actual as applicable). 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 Annexure-T–I. 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 in the presence of the representatives of the firm, if any, who wish to be present on the spot at that time.
- **1.15 Relaxation of Terms and Conditions:** The Director, INFLIBNET is empowered to relax any term or condition mentioned herein.
- **1.16** Agreement: The contractor will have to enter into a written Agreement with this Centre immediately on intimation of acceptance of Order/LOI.

#### **1.17** Compensation clause:

1.17.1 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 INFLIBNET.

- 1.17.2 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.
- 1.17.3 In case the contactor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirement of the contract, INFLIBNET reserves the right to impose the penalty as detailed below:-
  - A. 10% of the cost of order/agreement per week, up to four weeks of delay.
  - B. After a delay of four weeks, INFLIBNET 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.
  - C. 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.
  - D. 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.

#### 1.18 Bid Evaluation Criteria & Award Criteria:

- 1.18.1 After the opening of the technical bid, the same will be evaluated by a committee based on the prequalification criteria as per Annexure I and thereon will be awarded marks based on the evaluation matrix attached as Annexure VII. In case the committee decides for seeking further information/clarification, the same shall be provided by the bidder. Those bids which will qualify the technical criteria, the Commercial bid of such qualified bidders will be opened on a specified date and time by the committee.
- 1.18.2 Unopened commercial bids of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.
- 1.18.3 The date and time of opening of Commercial bids will be intimated to the bidders well in advance through phone/email. The bidder is at liberty to be present either in-person or authorize, not more than one representative to be present at the time of opening of the Commercial bid. The bids will be opened by the committee in the presence of the representative of the bidders who may wish to be present on that day.
- 1.18.4 Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- 1.18.5 The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. The minimum qualifying score to be considered for financial evaluation would be 70% marks as per the evaluation criteria as mentioned at chapter 4. In case two or more agencies are found to have quoted the same rates, the priority would be given to those vendors who secure highest marks. The decision of the Competent Authority of INFLIBNET shall be final.
- **1.19 Disclaimer:** The near relatives of employees of the INFLIBNET are prohibited from participation in this tender. The near relatives for this purpose are defined as:
  - 1.19.1 Member of a INFLIBNET Centre
  - 1.19.2 Their husband or wife.
  - 1.19.3 The one is related to the other in the manner as father, mother, son(s), son's wife (daughterin-law), daughter(s) & daughter's husband (son-in-low), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

# **CONDITIONS OF CONTRACT**

- 2.1 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 2.2 Any person who is in Govt. service or an employee of this Centre should not be made partner to the contract by the tenderer directly or indirectly in any manner whatsoever.
- 2.3 The tenderer shall indemnify the Centre against all other damages/charges and expenses for which this Centre may be held liable or pay on account of the negligence of the tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Board shall not be responsible financially or otherwise for any injury to the worker or person deployed by the tenderer during the course of performing duties.

- 2.4 During the period of contract, the rates will be revised with the revision of any taxes by the Government of India.
- 2.5 The INFLIBNET will be under no legal obligation to provide employment to any of the personnel of the tenderer during/expiry of agreement period and the INFLIBNET recognizes no employer-employee relation between the INFLIBNET and the personnel deployed by the tenderer/agency.
- 2.6 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 2.7 The Director, INFLIBNET reserves the right to relax any term or condition mentioned herein.
- 2.8 The Contracting Agency shall render the services as mentioned in the scope of work.
- 2.9 The working hours will be as under: From 9:30AM to 6.00 PM from Monday to Friday. Saturday and Sunday are holiday on account of being weekend days. They may also be called on Saturdays/Sundays/Gazettes holidays as and when required.
- 2.10 The personnel deployed shall be healthy, active. Nobody shall have any communicable diseases.
- 2.11 The CA firm shall bear all expenses regarding compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations. Payment to the firm shall be made on basis on submission of bill by the firm and on rendering satisfactory service by the firm.
- 2.12 In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the CA firm.
- 2.13 That CA firm's authorized representative (Owner/Director/Partner/Manager) shall personally contact Head of Accounts or the office in charge of Accounts at INFLIBNET at least once a month to get a feedback on the services rendered by the Contractor vis-a-vis corrective action required to make the services more efficient.
- 2.14 In the event of person deputed by CA firm being on leave/absent, the CA firm shall ensure suitable alternative arrangement to make up for such absence.
- 2.15 If any of the personnel of the contractor indulges in theft or any illegal/irregular activities, misconduct, the contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case.

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

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

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

#### SCOPE OF WORK/CONTRACT

- **3.1** Information and Library Network Centre, Gandhinagar, an IUC of University Grants Commission.
- **3.2** Information and Library Network Centre, Gandhinagar, (hereinafter referred to as the "INFLIBNET Centre" or 'The Institute") invites proposals from well-established reputed Chartered Accountancy Firms (Hereinafter called 'Firm' / 'Contractor') having relevant experience for hiring chartered accountancy firm for auditing, attesting and related services at INFLIBNET Centre, Gandhinagar. The scope of work is as following: -
  - **3.2.1** 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.
  - **3.2.2** Preparation, finalization and Certification of Annual Accounts of INFLIBNET Centre along with Econtent and Employee's PF account with Annual Utilization Certificate (UC) (Before 30th April of every year for the last preceding financial year), Statement of Expenditure (SoE), Balance Sheet, Income & Expenditure Account, Receipt & Payment Account with relevant Schedules, according to the Uniform Format for Autonomous Bodies issued by Ministry of Education.
  - **3.2.3** Preparation, finalization and Certification of Utilization Certificate (UC), Statement of Expenditure (SoE), Receipt and Payment account with relevant schedules of various Projects of INFLIBNET Centre according to the format of the Funding Agency.
  - **3.2.4** Compilation and Certification of Annual Books of Accounts in English language so as to ensure their arithmetical and statutory accuracy as well as its presentation.
  - **3.2.5** Scrutiny of monthly salary bills and payment of various allowances, to ensure correct disbursement, correct deduction of NPS, Income Tax and other statutory dues from salary.
  - **3.2.6** Scrutiny of vouchers/bills related to various payments and providing consultation towards tax implications thereof.
  - **3.2.7** Checking and ensuring timely payment of various statutory dues Including TDS, NPS, GST etc. to respective authorities well before the respective due dates.
  - **3.2.8** 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.
  - **3.2.9** Scrutiny of Bank Reconciliation statement, Advances to suppliers, contractors and employees, release of security deposit and EMD.
  - **3.2.10** Financial advice, creation of portfolio and verification of investment of various funds (including Corpus) and financial management.
  - 3.2.11 Reconciliation of all receipts with various Bank Statements.
  - **3.2.12** CA firm shall be responsible for ensuring accuracy of account books, bank reconciliation statements, stock register, assets register (consumable and non-consumable), salary register, entries in various relevant software and all the financial transactions on weekly basis.
  - **3.2.13** Providing all required information and facilitating audit of accounts conducted by CAG, Internal Audit Wing of UGC and other agencies.
  - **3.2.14** CA firm shall be responsible for ensuring compliances of various tax laws.
  - **3.2.15** CA firm shall prepare, finalize, certify and file Income Tax Returns, TDS Returns, GST Returns and other statutory returns/documents well within due dates and entire responsibility shall lie with the firm. INFLIBNET Centre will not share any liability arising due to non-filing / late filing of any return / document.
  - **3.2.16** Appearing on behalf of INFLIBNET Centre in all taxation proceedings before various Tax Authorities i.e., Income Tax, GST, etc. for contract period as well as previous years also.
  - **3.2.17** Advising on applicability of any other tax, rules, laws, regulations which may be applicable on INFLIBNET Centre and all matters/items covering its scope and applicability in case of agencies from which INFLIBNET Centre is availing the services.
  - **3.2.18** Preparation of 15 CA and 15 CB form and other compliances under FEMA, 2000 (subject to maximum of 50 cases during the contract period).
- **3.3** INFLIBNET Centre is located at Gandhinagar. INFLIBNET Centre 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 INFLIBNET Centre to safeguard its interest.

- **3.4** 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.
- **3.5** This contract provides that the ACA/FCA shall visit INFLIBNET Centre at least twice a month. The ACA/FCA shall resolve all relevant issues pertaining to the transactions for that month to the satisfaction of INFLIBNET Centre authorities. It must be noted that in case the resolution is not found satisfactory, the ACA/FCA shall pay as many additional visits as required for satisfactory resolution of such issues. It is further informed that in case of a deviation, adequate penalty shall be levied on firm out of contract value.
- **3.6** INFLIBNET Centre may have certain documents which are required to be signed by the ACA/FCA immediately on demand like Utilization certificates in case of Project Grants, hence the Contractor / Firm must make enough arrangements that there is no delay in such cases.
- **3.7** The Contractor / 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 Contractor / Firm shall indemnify INFLIBNET Centre from any claims in this regard.
- **3.8** The Responsibility of correctness and accuracy of Accounting Records will lie with the Contractor / Firm.
- **3.9** A reasonable penalty may be imposed on the Contractor / Firm by INFLIBNET Centre as decided, if it is found that the Contractor / Firm failed to perform its obligations in any manner. Such penalty may be deducted from the payment to be made to the Contractor / Firm after giving a written notice.
- **3.10** Contractor / Firm will maintain high standards of integrity and professional ethics and morality while handling the work of INFLIBNET Centre and dealing with INFLIBNET Centre and its officials. If it is found that this condition of confidentiality is compromised by the Contractor / Firm, then INFLIBNET Centre will be at liberty to take further steps (e.g., requesting ICAI for cancellation of license) against the Contractor / Firm.
- **3.11** INFLIBNET Centre is an Institute of national importance and hence, the accounting records and information related to INFLIBNET Centre shall be handled by the Contractor / Firm in a confidential manner and must not be shared with any outsider.
- **3.12** Notwithstanding anything contained herein above, INFLIBNET Centre reserves the right to discontinue the services of the Contractor / Firm in the event their services are evaluated as unsatisfactory at any time during the period.
- **3.13** Any losses sustained by INFLIBNET Centre due to negligence of Contractor / Firm's services in the form of any loss / damage of property (including those attributable to individual employees/ manpower engaged by the Contractor / Firm) will be recoverable from the Contractor / Firm, as the money value shall be estimated by INFLIBNET Centre. The decision of INFLIBNET Centre in this regard will be final and binding on the Contractor / Firm.
- **3.14** The Contractor / Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
- **3.15** Any action on part of contractor to influence any Officer of INFLIBNET Centre canvassing in any form shall make the tender document liable for rejection.
- **3.16** 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.
- **3.17** 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.

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

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

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

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

<u> Chapter – 3</u>

#### **TECHNICAL BID EVALUATION MATRIX**

The INFLIBNET Centre would assign marks for technical criteria and decide on a minimum threshold, which should not be less than 70% marks for qualifying technical criteria. However, committee may increase this threshold, if considered essential. In case the committee decides for seeking further information/clarification, the same shall be provided by the bidder. The minimum qualifying score to be considered for financial evaluation would be 70% marks. In case two or more agencies are found to have quoted the same rates, the priority would be given to those vendors who secure highest marks. The decision of the Competent Authority of INFLIBNET shall be final.

The Technical score will be calculated based on the marks obtained from the input provided by the bidder. The weightage given to each properties/features of technical criteria is given below:

SI. No.	Parameter	Maximum Marks	Criteria	Supporting Documents
1	Organization's Experience <b>Min criteria</b> : 5 years	25	YearsMarks5-101511-152015 above25	Firm constitution certificate from ICAI as on 01.01.2021
2	No. of FCAs working in the CA firm. <b>Min Criteria</b> : 3 FCAs	20	No. of FCAMarks3-5155 above20	Firm constitution certificate from ICAI as on 01.01.2021/ status of the FCA employees working with the firm on the letter head of the firm duly certified by the authorized signatory.
3	Relevant work experience: The CA Firm should have experience of providing similar services to Govt. Autonomous Body / Central PSU / State PSU /Govt. institution in India. <b>Min criteria</b> : 2 similar services.	40	Services Marks   2-5 20   6-10 30   10 above 40	Completion Certificates/Work Orders
5	Minimum Annual Average Turnover (MAAT) of the firm in the last 3 financial years (2017- 2018, 2018-2019 and 2019- 2020). <b>Min criteria</b> : Rs.50 Lakhs	15	MAAT (in Rs. lakhs)Marks50-10010100 above15	Copies of audited Balance Sheets and P&L Accounts for the financial year 2017-2018, 2018-2019 and 2019-2020
	Maximum Technical Score (TS)	100		

Authorized Signatory (signature in full):

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

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

# <u> Chapter – 4</u>

# <u>Technical Bid- Pre-qualification Criteria – Envelope – 1</u>

#### Annexure T-I

#### Checklist for Technical Bid

Pl. Mention Page Numbers

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	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.	Copy of CA registration Certificate		
02.	The Chartered Accountant firm should have been empaneled with the comptroller and Auditor General of India (C&AG)	Attested copy of empanelment with C&AG with period of empanelment		
03.	The bidder should have satisfactorily provided similar services of Statutory Audit, Attesting and Related Services at Government clients/ Autonomous Bodies/ universities/ Deemed universities to be universities, Public sector undertaking etc. in India for not less than two (2) years before 31.03.2020.	Copies of appointment letters / List of clienteles verified by statutory auditor		
04.	The bidder should have a minimum annual average turnover of Rs. 50 lakhs each in last three years exclusively from providing similar services. For this purpose last financial year would be considered as ended on 31.03.2020 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.		
05.	Bidder should be registered with Income Tax and Goods & Service Tax department (if applicable)	I. Attested copy of PAN Card II. Attested copy of GST registration certificate		
06	The bidder should have a registered Office for similar services at Ahmedabad/ Gandhinagar	Relevant document verifying ownership or legal lease of the registered office as per list of valid address proof documents mandated by Unique Identification Authority of India (UIDAI).		

	Annexure-T-II	Bidder's Details			
07.	[On the letterhead of the Bidder]				
	Annexure-T-III	Bid form			
08.	[On the letterhead of the Bidder]				
	Annexure-T- IV	Declaration			
09.	[On the letterhead of the Bidder]				
	Annexure-T-V	Declaration regarding blacklisting/			
10.	<b>10.</b> [On the letterhead of the Bidder]	non blacklisting			
	Annexure-T-VI	Financial capability of bidder			
11.	[On the letterhead of the Bidder]				
	Annexure – T-VII	Details of works of similar type			
12.	[On the letterhead of the Bidder]	executed by the bidder			
	Annexure-T- VIII	Certificate for the site inspection/visit			
13.	[On the letterhead of the Bidder]				
	Annexure-T- IX				
14.	[On the letterhead of the Bidder]	Bid Security Declaration Form			

• Please use separate sheet for providing complete information.

• While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.

• The bidder is required to enclose self-attested photocopies of the require above documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

#### Annexure T-II

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address:	
4.	Office Phone No: Mobile No:	
5.	Fax: E-Mail ID:	
6.	GST registration Number: PAN Number:	
Particula	ar Details of the Bidder/ Representative'	
	Name of the Contact Person:	
	Designation:	
7.	Phone No:	
	Mobile No:	
	E-Mail ID:	

#### [On the original letterhead of the Bidder] Bidder's Details

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

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

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

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

Annexure T- III

[On the original letterhead of the Bidder]

#### **BID FORM**

To The Director, Information and Library Network Centre (INFLIBNET), Infocity Gandhinagar - 382007

#### Sub: Tender for Hiring Chartered Accountancy Firm for Statutory Audit, Attesting and Related Services for F.Y 2021-22 at INFLIBNET Centre, Gandhinagar, Gujarat.

Dear Sir,

We the undersigned Bidder, having read and examined in details the specifications and other documents of the tender No.INF/PUR/ACCOUNT/AUDIT/2021-22, do hereby propose to execute the job as per scope of work (Chapter-2) as set forth in your bid documents.

The prices of all items/services stated in the bid are firm during the entire period of subscription and not subject to any price adjusted as per in line with the bidding documents. All prices/rates and other terms & conditions of this proposal are valid for a period of 60 (sixty) days only from the date of opening of bid. We further declare that prices/rates stated in our proposal are in accordance with your bidding.

We declare that items/services shall be executed strictly in accordance with the specifications/scope of work and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide items/services as specified in tender document. We fully understand that the procurement/services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to 03% of the Order value/tender value as stipulated in Commercial bid/tender document immediately of the receipt of order/ alloy.

We agree that INFLIBNET reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder/Contractor without any explanation to Bidder/Contractor and his decision on the subject will be final and binding on Bidder/Contractor.

Dated, this ...... day of ......2021

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

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

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

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

#### Annexure T- IV

[On the original letterhead of the Bidder]

Date: \_\_\_\_\_

#### **DECLARATION**

Ι,	Son/Daughter/Wife	of				Resident
of			Proprietor	/ Director	1	Authorized
Signatory of the Company / Firm, mentioned a	above, is competent to si	ign th	is declaration	n and exec	ute	this tender
document.		-				

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. 01 to 25 (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender is found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid .

Date :\_\_\_\_\_

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

Annexure T–V

#### CERTIFICATE

#### **DECARATION REGARDING BLACKLISTING/NON-BLACKLISTING**

I /We Proprietor / Partner (s) / Director (s) of M/s ......hereby declare that the firm/ company namely M/S. ...... has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

Date :\_\_\_\_\_

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

#### सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

#### Annexure T– VI

#### FINANCIAL CAPABILITY OF BIDDER/CONTRACTOR

[On the letterhead of the Bidder/Contractor]

#### Annual turnover details of the Bidder/Contractor from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
А	2017– 2018	
В	2018– 2019	
С	2019-2020	

#### [Extra rows may be added, if required]

\*Audited Balance sheet and Profit & Loss account statement of the Bidder/Contractor for each of the abovementioned financial years shall submit as supporting evidence.

Date :\_\_\_\_\_

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

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

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

Annexure T–VII

	Name of the				Dates of			
SI. No	Company with full address, phone, fax and name of contact person	Work Description	Ref. & Date of the order	Work Order Value	Details of Order	Start	Completion	Page No

#### Details of works of similar type executed by the Bidder/Contractor

- 1. Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to rejected.
- 2. If required, extra rows or separate sheet may be used to submit the information.

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

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

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

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

#### Annexure T–VIII

[On the letterhead of the Bidder]

#### **CERTIFICATE FOR THE SITE INSPECTION**

I/We (M/s	) have certified that
we have visited the site on	_ and assessed the nature and amount of work involved before
submitting our offer.	
We will be able to complete the works within t	he stipulated time and also that we will be able to execute the
work suit to the site conditions.	

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_\_

\*NOTE: The bidder must do site inspection before pre bid meeting.

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

Annexure T–IX

[On the letterhead of the Bidder]

Bid Security Declaration Form

Date: \_\_\_\_\_

Tender No.

То

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid securing Declaration shall cease to be valid if I am/we are not the successful Bidder (i) the receipt of your notification of the name of the successful Bidder;

Signed:

In the capacity of:

Name:

Duty authorized to sign the bid for an of behalf of

Dated on \_\_\_\_\_ day of \_\_\_\_\_.

Corporate Seal

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

# Chapter -5

# <u>Annexure- F-I</u> Commercial Proposal/Bid

#### (To be kept in a separate Envelope sealed properly while sending the proposal)

#### То

#### The Director

Information & library network centre P.B No: 04, Infocity Gandhinagar, Gujarat-382007

#### Subject: Hiring of Chartered Accountancy Firm for Statutory Audit, Attesting and Related Services as per scope of work for the year 2021-22 at INFLIBNET Centre, Gandhinagar, Gujarat.

#### Table for Quoting Fee for the Assignment in terms of the Tender.

Particular	Annual (yearly) shall be quoted in	services Price (all inclusive) (Rs)
All Inclusive Lump Sum Yearly Fees for the entire scope of work (chapter-2) covered under the terms of the tender.	In figure	In words

#### Please Note:

- I The above quoted Lump Sum fee shall be inclusive of all expenses /charges except Good Service Tax (GST).
- II In case of any discrepancy in Fee between figures and the amount mentioned in Words, the Fee mentioned in Words Shall be taken into cognizance.

We undertake that the rates quoted above by us will not change during the Contract period and accept the payment schedule as described in the appropriate column.

Signature
Full Name
Designation /Firm Name
Mobile No
E-Mail

Seal:

Date:

Place:

#### सूचना एवं पुस्तकालय नेटवर्क केन्द्रInformation and Library Network Centre (Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

#### Annexure C-I

#### FORM OF CONTRACT AGREEMENT

This agreement made the \_\_\_\_\_\_day of the month of \_\_\_\_\_\_in the year 20..... BETWEEN, The Information and Library Network Centre (Hereinafter called ÏNFLIBNET") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at INFOCITY, Gandhinagar 382 007, Gujarat, India on the ONE PART; and

* Sł	nri				S/	D/o		resident
of			the sole	proprietor	of	M/s		r
having	office	at	the following address				 	

\* M/s. \_\_\_\_\_ the partnership firm having an administrative/principal office at\_\_\_\_\_ represented by its Managing/duly authorized partner.

\* M/s. \_ company/body corporate incorporated under the provisions of the registered office at Companies 1956 having the following Act its address duly represented at \_\_\_\_\_ duly represented by its constituted and authorized Managing Director, Shri \_\_\_\_\_ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Bidder) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part

WHEREAS THE Client/ INFLIBNET is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the INFLIBNET on the terms and conditions as set out therein and interalia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

- a) Notice inviting Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22
- b) General Financial Rules (GFRs) and Manual for Procurement of Works issued by Department of Expenditure, Ministry of Finance
- c) All terms & conditions of the Tender, Letter of Acceptance, Purchase/Work order No.\_\_\_\_\_& to the

tenderer, Amendment's, Corrigendum's, if any, leading to and prior to acceptance letter.

- d) Schedules consisting of Technical Scope of Work, Special Conditions, all terms of the tender if any, etc.
- e) Schedule of quantities including Prices and tendered amount known as Price Bid.

#### [Note : \* Strike off whichever is not applicable ]

3. In consideration of the payments to be made by the INFLIBNET to the tenderer, the tenderer hereby covenants and agrees with the INFLIBNET to complete the works in conformity in all respects and subject

to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and delivered by the said tenderer,\_\_\_\_\_\_\_ to the

CLIENT(INFLIBNET)\_\_\_\_\_\_\_in the presence of:

Signature of Tenderer (with seal)

Witnocc (	Signature	Namo	& Address	١.
withess (	Signature,	Name	a Audress	):

1).

2).

Signature of Authorised representative
of the Client/INFLIBNET Accepting Authority.

Witness ( Signature, Name & Address ):

1).

2).

(Tender No.INF/PUR/ACCOUNT/AUDIT/2021-22)

#### INDEMNITY BOND

Annexure C-II

(ON A STAMP PAPER of Rs.100/-)

We do hereby indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre, at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Information & Library Network (INFLIBNET) Centre against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer:

Address of the Tenderer :	
Seal of the	

Company/Firm:\_\_\_\_\_

Telephone No/ Mobile No. : \_\_\_\_\_