

GUJARAT NATIONAL LAW UNIVERSITY

(Established Under Gujarat Act No.: 09 of 2003)



Gujarat National Law University

EOI Notice No.:PC- 30/2017

Expression of Interest (EOI)

For

Providing Audit Service to GNLU

Gujarat National Law University

Attalika Avenue, Knowledge Corridor, Koba, Koba (Sub P. O.),

Gandhinagar - 382426 (Gujarat), INDIA.

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Visit us: <http://www.gnlu.ac.in>

SECTION-I

Expression of Interest (EOI) Notice No: PC- 30/2017

1. EOI Notification:

Gujarat National Law University (GNLU), Gandhinagar, invites sealed expression of Interest from eligible, reputed audit firms as specified in of Requirement of this document.

EOI may be downloaded from GNLU website <http://www.gnlu.ac.in/tender.php>. The prescribed non refundable fee, as mentioned in the EOI, shall be sent with your offer through DD drawn in favor of "Gujarat National Law University", payable at Ahmedabad. Any subsequent amendments in the EOI will be available on the above mentioned website.

Duly filled-in documents may be submitted to the office of The Registrar, Gujarat National Law University, Attalika Avenue, Knowledge Corridor, Koba, Gandhinagar-382426, Gujarat, India by Speed Post/RPAD or by hand, on or before 17th June 2017 up to 05:00 pm.

1.0	NAME OF WORK	Providing Audit Service
2.0	EOI Fee	₹ 2,500/-(Non Refundable)
3.0	Earnest Money Deposit (EMD)	₹ 5,000/-
4.0	Date of issue of Tender	9 th June , 2017 on http://www.gnlu.ac.in/tender.php
5.0	Last date for receiving hard copy of all the documents along with Tender Fees.	17 th June 2017 up to 05:00 pm.
6.0	Technical Opening Date	19 th June 2017 at 3.30 pm.
7.0	Address for Communication, Queries and Submission of filled Tender.	The Registrar, Gujarat National Law University Attalika Avenue, Knowledge Corridor, Koba, Koba (Sub P.O.), Gandhinagar-382426 Gujarat, India.

- Separate DD for Prescribed Fee must accompany the offer as mentioned in this document. Offers received without the requisite fee shall be summarily rejected.
- Eligibility Criteria, Terms and Conditions, Scope of Work, various format and Performa for submitting the EOI offer and other details are described in this document.
- Do not change this document. Any change/s made in the document by the service provider will lead to disqualification.

SECTION-II

ELIGIBILITY CRITERIA FOR THE FIRM

QUALIFICATION CRITERIA (Stage I)

- 1) CA Firms with at least 10 years of relevant experience as on 31.03.2017.
- 2) CA Firms should have submitted Bid Processing fees of ₹ 2,500/- (Rupees Two Thousand Five Hundred only) Earnest Money Deposit (E.M.D.) of ₹ 5,000/- (Rupees Five Thousand only) in the form of Demand draft in favour of “Gujarat National Law University” payable at Ahmedabad.
- 3) Gross Revenue Receipts of ₹ 1 crore and above (Average of last three financial years).
- 4) CA Firms should have experience of handling at least five projects under the Govt. Dept. /Semi-Govt. Dept./Educational Institute/University or any other reputed private organization. Certification of successful accomplishment will be considered while allotting the project.
- 5) CA Firms should submit all supporting documents for above criteria with sign and stamp.
- 6) CA Firms should not have been debarred/blacklisted by any Govt. Dept. /Semi-Govt. Dept./Educational Institute/University or any other organization. Undertaking in this regard is to be submitted by firm.

The Evaluation Committee will assess competency of the audit firm on below mentioned parameters:

- Number of years of existence.
- Number of clients handled in government and private organisations (firm is expected to have balance of successful dealing with the government as well as private compatibility)
- Appreciation received in written form from the government agency/ any other reputed organization for the work performed.
- Track-record

SECTION-III
GENERAL TERMS AND CONDITIONS

1. Essential technical requirement:

The agency must have all statutory registrations like PAN, Service Tax Number, Professional Tax Number and establishment registration, as applicable, with respect to this tender.

2. EOI fee & EMD:

EOI Fee & EMD: The firm has to submit Non-refundable Tender Fees of ₹ 2,500/- & Earnest Money Deposit (E.M.D.) of ₹ 5,000/- in the form of Demand Draft in the name of “Gujarat National Law University” payable at Ahmedabad from any of the Nationalized Bank including the Public Sector Bank or Private Sector Banks authorized by RBI (operating in India having branch at Ahmedabad/ Gandhinagar) in the separate sealed cover should be remitted along with the bid. Bid without Tender fees & E.M.D. will not be termed valid. In case of non-receipt of Bid processing fees & EMD as mentioned above your bid will be rejected by GNLU as non-responsive.

3. Duration of the Project

The expected duration of assignment is **three year**. Contract may be renewed based upon the performance, feedback or any other criteria as determined by University.

4. Assignment & Sub-Contract:

The firm shall not assign, sub-contract or sub-let the whole or any part of the service in any manner without express approval of the University.

5. Prices, Taxes and Duties:

The firm should quote audit fee/ rates taking into account of all the Taxes, Duties, Levies, Personal Tax, Corporate Tax and all other expenditure required to be incurred by him/her for providing required services etc. during the contract period as indicated above and afterwards no variation on any account unless otherwise specifically mentioned will be allowed. The quoted prices for all the items shall be inclusive of all applicable taxes.

6. Taxes, labour laws and other regulations:

The selected firm shall accept and bear full and exclusive liability for the payment of any and all existing and future taxes of the Central or State Government or of any other authority with respect to the contract or any course pursuant there to or anything done or service rendered pursuant thereto.

Confidentiality and Disclaimer

All information supplied by the GNLU in connection with this EOI must be treated as confidential and, for the avoidance of doubt, all parts of the EOI are to be treated confidentially by the firms.

7. Bid validity

Bid submitted by the firm shall remain valid for a period of 6 (Six) months from the date of submission of offer. The firm shall not be entitled during this period to revoke or vary the content of Bid or any term thereof. In such case of making any variation subsequent to submission of bid at their own, the offer shall be treated as “REJECTED”.

8. Submission of Bid:

The bid shall be submitted in sealed envelopes quoting reference number at the top of the envelope. The fee shall be enclosed with the Bid documents, in separate sealed envelopes, stapled with the packet containing Bid documents.

9. Bid Evaluation:

The firm will be evaluated based on the evaluation criteria.

Conditional EOI:

Conditional bids or Bids based on the process/ basic schemes other than mentioned and/ or not conforming to the requirements of the Bidding documents shall not be considered.

10. Liquidated Damages:

In the event of failure to provide service beyond the specified date, liquidated damages @ 1% per month or part thereof in respect of the total loss value of the contract will be deducted, subject to a maximum of 10%; alternately the order will be cancelled and the remaining service will be given to any other suitable firm at the risk and expense of the qualified firm.

11. Force majeure:

If the whole of any part of the performance by the Parties of any part of their respective obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the Parties including delays due to floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government, custom barriers, or other causes of like character beyond the control of the Parties, then to the extent the Parties shall be prevented or delayed from performing all or any part of its obligations hereunder by reason thereof despite due diligence and reasonable efforts to do so notwithstanding such causes, circumstances or events, the Parties shall be excused from performance hereunder for so long as such causes, circumstances or events shall continue to prevent or delay such performance.

12. Interpretation:

In the event of any difference in the interpretation of any of the clauses of the service contract and / or the documents, the clarification given by the Registrar of Gujarat National Law University, Gandhinagar shall be final and binding on the Parties.

13. Exit Clause:

GNLU can terminate the contract at any time i.e. during the contract period without giving any notice or citing any reasons.

14. Settlement of Disputes:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, interpretation, application, meaning, scope of operation or effect of the service contract or the validity or the breach thereof, shall be referred for settlement to The Director, Gujarat National Law University, Gandhinagar and the award made in pursuance thereof shall be binding on the parties concerning to the arbitration.

15. Any dispute whatsoever shall be subject to the **jurisdiction of Gandhinagar Courts only.**

16. IMPORTANT:

- a) University may accept or reject any or all the bids in part or in full without assigning any reason and is not bound to accept the lowest bid. The University at its discretion may change, upgrade or drop the criteria or part thereof at any time before awarding the contract.
- b) A bid submitted with false information will not only be rejected but the agency will also be debarred from participation in future processes.
- c) The firm need to submit a certificate during the opening of Technical Bids that they are not currently debarred or blacklisted in any state /national level organization or educational Institute/University.
- d) In case of any dispute, the decision of the Director of this University shall be final and binding on the firms.
- e) For any query pertaining to this bid document, correspondence be addressed to: The Registrar, GNLU, Gandhinagar.

SECTION-IV
TECHNICAL

SCOPE OF WORK:

GNLU intends to appoint Auditors for undertaking following Audits:

1. Statutory Audit

- a) Verification of Accounting Records
- b) Compliance with CAG Reporting requirements and observations
- c) Compliance with Government, Income Tax, UGC and other funding agencies
- d) Effective Internal Audit Functioning

2. Pre-Audit & Others

- a) Pre- Audit
- b) FEMA Compliances (Issue of Certificate 15CA/CB)
- c) Filling of TDS return including Form 16 & Form 16A
- d) Issuing Utilisation Certificate for the various projects funding.
- e) Any other services required by the University

SECTION- V
PRICE BID FORMAT

1. Fees for Statutory Audit ₹. _____
2. Fees for Pre-Audit & Others ₹. _____

Note:

- 1) The firms shall quote fee for the said item Inclusive of all taxes and duties. The GNLU will not be required to pay and/or reimburse anything over and above the price quoted.
- 2) The lump sum price should include overhead/ out of pocket expenses, travel, boarding, lodging, visits etc, if any.
- 3) The University will provide adequate infrastructure facility in its campus.

SECTION-VI
APPLICATION FORM

To,
The Registrar
Gujarat National Law University
Attalika Avenue, Knowledge Corridor,
Koba, Koba (Sub P.O.), Gandhinagar - 382426 (Gujarat), INDIA

Subject: EOI for Audit Service

Sir,

Please refer to your EOI Notice No. PC-30/2017 published in the newspapers for Audit service. We are hereby applying for the same as per the details specified below:

Firm Details	
Firm /Agency Name	
Office Location	
Address	
City	
State	
Pin Code	
Telephone	
E-Mail	
Fax Number	
Website	
PAN No	
CA Firm Registration no	

Signature of the Authorised Signatory
(With seal)

SECTION-VI
DECLARATION

1. I, ----- Son /Daughter of Mr. -----
Proprietor/Partner/CEO/MD/Director/ Authorized Signatory of M/s. -----
----- am competent to sign this declaration and execute this document.
2. I have carefully read and understood all the terms and conditions of the EOI and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/We/ am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to the summarily rejection of my EOI at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the EOI document and papers submitted by my Bank is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

Signature of the Authorised Signatory
(With seal)

Place:

Date: