

## **GUJARAT STATE FOREST DEVELOPMENT CORPORATION LIMITED**

"Vanganga" 78, Alkapuri, Vadodara – 390007 GUJARAT. Phone: 0265 – 2312820, 2344852, Fax No. 0265 – 2355292/3/4, <u>E-mail: gsfdcltd@gmail.com; Website: www.gsfdcltd.co.in</u>

FC/TAXCONS/2528/01

21<sup>st</sup> February, 2025

### NOTICE INVITING BID

#### Appointment of Practicing Chartered Accountant/Firm of Chartered Accountant for Income Tax Audit/GST/Others for FY 2025-26 and FY 2027-28

**Gujarat State Forest Development Corporation limited** (hereinafter referred to as 'GSFDC') is the Government of Gujarat owned public undertaking. The main purpose of GSFDC is to provide gainful employment to the tribal located in the interior tribal areas where alternate remunerative options are not easily available. Our principal activities are

- 1. Manufacturing and sale of wooden products at our factory at, Bansada-a notified tribal area
- 2. Renovation of Turnkey Projects of Government Offices
- 3. Manufacturing, processing, storage and sale of Ayurvedic Products and Honey
- 4. Raising & Harvesting of Commercial Eucalyptus plantations
- 5. Collection, Storage and Disposal of Minor Forest Products (MFP)
- 6. Eco Tourism Activities at Vanil Udyog

The above activities are carried out mainly to provide employment to the tribal by offering them remunerative collection charges for forest produce and wages for utilizing their services in the manufacturing process.

GSFDC is inviting quotes/bids from Practicing Chartered Accountant/Cost Accountant/Firm of Chartered Accountant/Cost Accountant for appointment of Income Tax Auditor and Income Tax/GST/Other Tax Consultant for FY 2025-26 to FY 2027-28 on retainer ship basis of the company.

Sr. No.	ltem	Description
1	Name of Work	Income Tax/GST/HR Tax Consultancy
2	Contract Period	01st April, 2025 to 31st March, 2028
3	Processing Fees	1770/- (Non Refundable-Inclusive of GST)
4	EMD	3% of the offered value as per Annexure D
5	Performance Security	5% of the offered value as per Annexure D
6	Bid submission start date	From 25 <sup>th</sup> February, 2025
7	Last Date for submission of bid	13 <sup>th</sup> March 2025 at 18.00 hrs
8	Date and time of opening of bid	16 <sup>th</sup> March 2025 at 16.00 hrs

GSFDCL reserves the right to accept or reject any quotes or to cancel the entire process without assigning any reason whatsoever and shall be final and binding. In case of any dispute arising during execution of contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of Managing Director, GSFDCL will be final and binding on both the parties to the contract.

### MANAGING DIRECTOR

Gujarat State Forest Development Corporation Ltd

### TERMS & CONDITIONS

- GSFDCL is inviting quotes/bids from Firm of Chartered Accountant/Cost Accountants for appointment of Income Tax Auditor and Income Tax/GST/Other Tax Consultant for FY 2025-26 to FY 2027-28 on retainer ship basis of the company. Scope of work is defined in Annexure A to this document. Detailed Eligibility Criteria for Selection are depicted in Annexure B. Price bid are annexed in Annexure C attached herewith.
- 2. Detailed Technical offer and Financial offer shall be submitted in SEALED COVER with duly mentioning thereon "Offer for Appointment of Tax Consultant for FY 2025-26 to FY 2027-28" Inside the Main Sealed Cover, the offer is to be submitted in three Separate Sealed covers containing following
  - A. Technical Bid Containing Particulars for Selection criteria as per Annexure B with supporting documents along with Schedule – I and Cheque/Demand Draft for Processing Fees of Rs. 1,770/- drawn in favour of "Gujarat State Forest Development Corporation Limited", payable at Vadodara.
  - B. Earnest Money Deposit in an amount equivalent to 3% of the offered value in form of Cheque/Demand Draft in favour of "Gujarat State Forest Development Corporation Limited", payable at Vadodara.
  - C. Price Bid To be submitted in a Separate Sealed cover as per Annexure C.

Above should address to, The Managing Director, Gujarat State Forest Development Corporation Limited, 78, "Vanganga", Alkapuri, Vadodara.

- **3.** The bidder has to deposit an amount equivalent to 3% of the offered value towards EMD to participate in bid. Bid document without EMD amount will not be consider.
- 4. Any change that will be made in the tender document by competent authority after issue of tender will be intimated in the form of corrigendum for incorporating the same in the tender document.
- 5. No alteration and addition anywhere in the tender document are permitted. If any of these are found, the tender document will be summarily rejected.
- 6. The tender will be valid for a period of 90 days from the date of opening of tender.
- 7. In the event that the specified date for the submission of bid is declared a holiday, then the bid will be upto on the next working day and bid will be opened on same date & time.
- 8. Bidder shall not revoke his bid or vary its terms and conditions without the consent of the GSFDCL during the validity period of the bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest money deposit by it shall stand forfeited.
- **9.** Bidder may visit our office between 10.00 AM to 6.00 PM on any working day except Saturday, Sunday and public holiday to get clarification on providing of services. Bidder may also contact through mobile no. 63550 27038 or write to <u>fc-gsfdc-vdr@gujarat.gov.in</u>.
- 10. Tender Notice and the General Terms & Conditions shall form part of the Contract.
- 11. GSFDCL reserves the right to suitably increase/reduce the scope of the work put to this Bid.
- 12. The bidder shall quote the financial bid in the specified page only (Annexure-C).

- 13. Successful bidder may have the option to convert their EMD into **Performance Security**. After converting EMD to Performance Security, Balance Performance Security shall be deposited to GSFDCL within a period of 5 days through Cheque/Demand Draft drawn in favour of "Gujarat State Forest Development Corporation Limited", payable at Vadodara.
- 14. The successful bidder shall commence the work within ten days from the day of receipt of the "Work Order", else the Performance Security amount of the successful bidder shall be forfeited and the work order will be placed to the next successful bidder.
- 15. Initially, the Contract shall be valid for a period starting from 01<sup>st</sup> April, 2025 to 31<sup>st</sup> March, 2028 (i.e. FY 2025-26 to FY 2027-28) which can be extended for further period of 2 year, subject to satisfactory performance of the contract services and mutual consent between GSFDCL and Service Providers; with the same terms & condition and rate of the contract.
- 16. The technical bids shall be evaluated based on the available documents submitted by the bidder.

## 1. Income Tax Related Work including Tax Audit and Filing of Income Tax Return, TDS/TCS Statement for the period starting from FY 2025-2026 to FY 2027-2028

Sr.	Area
No.	
1.	Preparation & Certification of Tax Audit Report and other incidental forms.
2.	Computation of Income Tax and filing of Income Tax return including Revised return, whenever required.
3.	Advise in the matter of year end taxation provision and provide us calculation of the same along with detailed statement of carried forward/ unabsorbed losses & depreciation for various record and audit purpose.
5.	Attending Assessment Proceedings before Assessing Authorities.
6.	Giving opinion/advice relating to Income Tax matters & direct tax matters as and when required.
7.	Compliance of notices received from the Income Tax Department.
8.	Preparation of Grounds of Appeal and Filing of Appeal with the Commissioner of Income Tax (Appeals), ITAT and Higher Authorities as and when required.
9.	Appearance and attending the Appellate Proceedings before the Commissioner of Income Tax (Appeals), ITAT and Higher Authorities as and when required.
10.	Updating the Company about latest update/changes in the Income Tax Act.
11.	Attending quarterly work appraisal meeting in person, over and above extra conferences.
12.	Preparation and Calculation of Advance Tax and its timely payment etc.
13.	Assistance to our office for preparation and submission of quarterly e-TDS Returns including calculation and payment of TDS on monthly basis.
14.	You shall arrange to transform the data compiled in an e-TDS return and get it properly verified, checked and tallied with the basic information submitted by this office.
15.	You shall arrange to finalize and to submit the above e-TDS return correctly in stipulated time to avoid any levy of penalty by Income Tax Department.
16.	You shall also attend the queries, if any raised by Income Tax Department in respect of E-TDS returns (Form No. 24Q, 26Q & 27EQ etc.) submitted by your team. Any work incidental to the said TDS returns shall be attended and any correction or filings.
17.	Downloading all Form 16A & Form 16 certificates on a Quarterly/Yearly basis and submitting the same to the head office in soft copy.
18.	E-TDS revised return/Correction Return, wherever required, shall also be carried out by your firm.
19.	Verification of Declaration and other requisite proofs received by the Employee for Tax Deduction including Calculation of Tax Deduction of Employee under both the schemes and other provisions as per rules framed there under from time to time.
20.	You shall look after the TDS litigation cases of the organisation including making submissions and replies to the intimations / show cause notices, etc issued by the IT department.
21.	You shall attend the assessment in respect of TDS at ITO (TDS) and DCIT level on behalf of GSFDC and attend the appeal proceedings.
22.	You shall ensure that the TDS returns are filed correctly and in time to avoid levy of penalty by the Income Tax Department.
23.	You shall give a monthly status report indicating the progress of pending cases received/due, deposit of TDS and filing of return in time etc.
24.	Downloading "Default Status" of all the office whenever required and solving the defaults.

<b>C</b>	
Sr.	Area
No.	
1.	To verify and file GSTR- 1 monthly.
2.	To verify Reconciliation of GSTR-2A and GSTR-2B with books monthly.
3.	To verify the applicability of provision of RCM from the accounts data and report in respective
	month.
4.	To verify and file GSTR-3B monthly.
5.	To verify and file refund application, if any and follow up for the same.
6.	To Claim GST-TDS/TCS Credit, if any
7.	To make necessary changes in registration of company from time to time wherever required.
8.	To verify Annual Reconciliation statement.
9.	To verify and file GSTR-9 Annual GST Returns.
10.	To conduct statutory audit wherever applicable
11.	To Prepare, verify and file GST-TDS Return, ie. GSTR-7 for each month
12.	To help in designing accounting system for proper & timely GST compliances.
13.	To implement changes/amendments time to time as carried out by regulatory authorities.
14.	To help in verification of GST documents prepared by the staff members.
15.	To provide consultancy related to GST applicability on novel or unique transactions.
16.	To provide consultancy for the proposed GST related services in Company's software and liaison
	with the software vendor.
17	To appear before the relevant authorities on behalf of the company.
18.	To prepare and submit reply to the query received from various GST departments.
19.	To provide reply to the query of GST received from various stake holders.
20.	To provide legal advisory services to the company as and when required.
21.	To advice in framing company policy regarding GST.
22.	To provide draft circular to be communicated to stakeholders if there is change in law.

## 2. <u>GST Compliances for the period starting from FY 2025-2026 to FY 2027-2028</u>

## 3. <u>HR and Other Compliances for the period starting from FY 2025-2026 to FY 2027-2028</u>

Sr.	Area
No.	
1.	Preparation and Maintenance of Salary Register of HO as well as other locations.
2.	Verification of filing of PF Returns resolving queries related to PF of GSFDCL employee regarding
	PF Withdrawal.
3.	Issuance of PF Slip from time to time.
4.	Verification of PF Ledger from time to time.
5.	Professional Tax working and payment thereof.
6.	Working and Maintenance of records for Advance to Employees
7.	Retirement Benefit Working as per Gratuity, Leave Encashment, Staff LIC of Employee Working,
	Credit Society, Group Insurance
8.	Working of Bonus as per relevant laws.

Sr	Eligibility Criteria	Documents to be	Points to be Allocated	Max.
Ν		Submitted		Points
о.				
1.	The Firm of Chartered Accountants must be in existence for at least 10 years as on 31.03.2024.	Firm Registration Certificate issued by ICAI requires to attach.	1 (one) per year in existence (fraction of the year to be ignored)	15 (Fifteen)
2.	The CA Firm must have 3 Partners as on 31.03.2024 and out of that 2 should be FCA and the said FCA partners should be in continuous with the same firm as a partner since last 5 years as on 31.03.2024	Certificate issued by the Institute of Chartered Accounts of India (ICAI) for Constitution of firm	<ul><li>A. 3(three) for each Partner who is ACA.</li><li>B. 5(Five) for each Partner who is FCA.</li></ul>	15 (Fifteen)
3.	The CA Firm should have more than 10 Qualified/Semi Qualified Assistants employed in the Firm	Chart Showing List of Employees with Designation	<ul><li>A. 2(two) for each Qualified Assistant.</li><li>B. 1(One) for each Semi Qualified Assistant.</li></ul>	15 (Fifteen)
4.	The firm must have Income Tax/GST Consultancy experience of Govt. Companies in last 3 years.	Attach Appointment Letter/Work Order	5 Point for each year of Completion	25 (Twenty Five)
5.	The firm must have audit experience of atleast 1 (one) Company having Turnover more than Rs. 100 Crores in last 3 years.	Attach Appointment Letter/Work Order	5 Point for each year of Completion	25 (Twenty Five)
6.	The CA Firm must be Empanelled with C&AG.	Certificate of the C&AG	1 Point for each year of completion	5 (Five)
7.	Participating firm should be firm with a valid Permanent Account Number (PAN) and GST Registration and filed returns till last month.	Attach copy of PAN and GST Registration Certificate and GSTR 1 and GSTR 3B for last months	NA	NA
8.	The CA Firm must have a minimum annual professional receipt of Rs. 30 lacs for each of last three years i.e. F.Y.2021-22, 2022-23 and 2023-24.	CA Certificate	NA	NA
			Total	100

Annexure – B Eligibility Criteria (F	Point Allocation) o	of CA firms will be as under
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Firms / Companies complying who fulfill above eligibility criteria shall only apply.

#### DECIDING AWARD OF CONTRACT

Quality and competence of compliance service shall be considered as the paramount requirement. The decision of the award of the contract would be as under:

- A. Technical proposals scoring not less than 75% of the points will only be considered for financial evaluation.
- B. The evaluation committee will determine whether the financial proposals are complete (i.e., whether they have costed all items of the corresponding technical proposals; if not, the client will cost them and add their cost to the initial price), the evaluation shall exclude local taxes. The financial selection of the successful bidders from the technically qualified bidders will be done by considering both the price quoted and the technical capability using the following criteria and weightage.

Sr. No.	Criteria	Maximum Marks (weightage)	Method of Allocating Marks for combined score		
1	Weighted score for financial bid	20	The bidder with lowest quote will be awarded 20 marks and other bidders will be awarded proportionately less marks. (e.g. if the lowest quote is Rs.1.00 lac, the bidder quoting this price will get 20 marks. A bidder quoting Rs.1.2 lac will get (1.0/1.2)x20=16.67 marks)		
2	Technical Score	80	The bidder with maximum technical score will be awarded 80 marks and other bidders will be awarded proportionately less marks. (e.g. if the highest technical score is 100, bidder having this will get 80 marks. Bidder having technical score 70 will get (80/100)x70=56 marks)		
	Total (A):-	100	•		

All marks will be given rounded up to two decimal points. The bidder getting the maximum combined score out of 100 above a specified cut-off score will be short listed for further consideration. The client will negotiate the firm, which ranked highest combined score.

### Annexure C (format of Price-Bid to be submitted in sealed cover)

Scope of Work Point No.	Particulars (Scope of work)	Professional Fees (Excluding GST)
1.	Preparation and Certification of Tax Audit Report and Filing of Income Tax Return, Quarterly TDS/TCS Return and Others as per Scope of Work for FY 2025-2026 to FY 2027-28 (Per Year)	
2.	GST Compliances for FY 2025-26 to FY 2027-28 (Per Year)	
3.	HR and other Compliances for FY 2025-26 to FY 2027-28 (Per Year)	

Signature: \_\_\_\_\_

Name of the Authorized Signatory: \_\_\_\_\_

Stamp of the Proprietor/Firm: \_\_\_\_\_

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

Place: \_\_\_\_\_

# <u>Schedule – I</u>

(To be printed on the letterhead of the Firm/LLP)

## **Technical Offer**

- 1. Name of the Firm/Company:-
- 2. Year of Establishment:-
- 3. Total No. of Years as on 31/03/2024:-
- 4. Firm Registration No. with ICAI, New Delhi:
- 5. Constitution (Partnership/Company):-
- 6. Office Address:-
- 7. Phone Nos.:- Fax:- Email:-
- 8. Details of Partners/Directors:-

Sr. No	Name	ACA/FCA	Membership No./ Year of Reg. with ICAI	Post Qualification Experience
1.				
2.				
3.				
4.				
5.				

9. Details of Staff:-

## A. Details of Total staff

Sr. No.	Particular	No.
1.	Chartered Accountants	
2.	Audit Staff	
3.	Article Staff	
4.	Others	
	Total	

## B. Details of Chartered Accountants in Employment (Other than Partners):

Sr. No.	Name	/FCA	with the	Post Qualification Experience
1.				
2.				
3.				
4.				
5.				

## 10. Experience:-

A. Income Tax/GST Tax Consultancy Experience of Government Companies

Sr. No.	Name of Org.	Address of Org.	Audit Report submitted or not?
1			
2.			
3.			
4.			
5.			

## B. Audit of Experience of Company having Annual Turnover of Rs. 100 Crores or more

Sr. No.	Name of Org.	Address of Org.	Year of allotment of Audit	Audit Report submitted or not?
1.				
2.				
3.				
4.				
5.				

## 11. Details of key Personnel to be deputed for work of GSFDCL LTD. INCLUDING NAME OF THE SENIOR PARTNER IN CHARGE:-

Sr. No.	Name	Designation	Qualification	Total Experience	Date of Appointment	Contact No.
1.						
2.						
3.						
4.						
5.						
6.						

### Declaration:

- 1. All the information provided by me / us herein above is correct.
- 2. I/We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
- 3. I/We hereby undertake that, I will not sub contact the work.
- 4. I/We hereby undertake that, neither I nor any of my partners have any interest in the business of the Company.

Signature: \_\_\_\_\_

Name of the Authorized Signatory: \_\_\_\_\_

Stamp of the Proprietor/Firm: \_\_\_\_\_

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

## **GENERAL CONDITIONS OF CONTRACT**

- 1. **Annexure** referred to in these conditions shall means the relevant annexure appended to the Tender Document and the Contract.
- 2. **GSFDCL** shall mean Gujarat State Forest Development Corporation Limited established under the Companies Act, 2013.
- 3. **Bid** means the Contractor's priced offer to the GSFDCL for providing Tax Consultancy Services as per Scope of work.
- 4. **Commencement Date** means the date upon which the Contractor receives the notice to commence the rendering of services at specified places.
- 5. **Competent Authority** shall mean any officer authorized by the GSFDCL to act on behalf of the GSFDCL under this contract.
- 6. **Contract** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the GSFDCL and any other document forming part of the contract.
- 7. **Contract Amount** shall mean the sum quoted by the Contractor in his bid and accepted by the GSFDCL.
- 8. **Contractor** shall mean the firm/LLP or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual orpersons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such firm/LLP or company.
- 9. **Managing Director** shall mean the Managing Director of the GSFDCL, for the time being holding that office and also his successor and shall include any officer authorized by him.
- 10. Letter of Acceptance means the formal acceptance letter given by the Contractor.
- 11. Services shall mean the services to be provided to the GSFDCL by the Contractor as stated in the contract.
- 12. **Tender** means formal invitation by the GSFDCL to the prospective bidders to offer rates for Accounting Services for Gujarat State Forest Development Corporation Ltd. 78, Vanganga, Alkapuri, Vadodara.
- 13. **Parties to the Contract**: The parties to the contract shall be the Contractor, whose offer is accepted by the GSFDCL.
- 14. The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the GSFDCL may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.
- 15. Performance Security: To ensure due performance of the contract, an interest-free deposit, as defined in Terms & Conditions.

- 16. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor. The Performance Security shall be returned to the Contractor by the GSFDCL after sixty days of completion. However, if any outstanding dues, recovery on the part of Contractor, the same shall be adjusted with Performance Security and the balance will be refunded. In case of breach of Contract, the Performance Security will be forfeited.
- 17. **Contract Documents:** The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the GSFDCL who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:
  - (i) The Agreement
  - (ii) The Conditions of Contract
  - (iii) Tender Notice and Tender Document
  - (iv) Letter of Acceptance
  - (V) Any other correspondence exchanged between the parties in connection with contract.
  - (vi) The GSFDCL's Offer letter (Work order)
- 18. Validity of the Contract: The Contract shall be valid for a period starting from 01st April, 2025 to 31st March, 2028 (i.e. FY 2025-26 to FY 2027-28) from the date of award of Contract which can be extended for further period of two years with the same rates and Terms & Conditions subject to mutual consent between the GSFDCL and the Contractor and satisfactory performance by the contractor during the contract period.
- 19. Scope of work: The contractor shall provide Services as per the Scope of work given in Annexure A. The consultancy works which are originated before the award of contract and also at the time of award of contract in respect of all work as mentioned in Scope of Work shall be taken up by the Contractor.
- 20. **Payment Terms**: The payment of bills of the contract will be made only through NEFT and for the same bank details shall be provided for making payment. The payment will be made after deduction of applicable taxes in accordance to Income Tax Act, 1961 as per the Government notification from time to time. Contractor shall raise an Invoice each month along with applicable MIS to the satisfaction of Financial Controller/Managing Director.
- 21. **Suspension of Contract**: The GSFDCL shall be at liberty at any time to temporarily suspend this Contract on giving 24 hours' notice in writing to the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of the GSFDCL shall be final and the Contractor shall notbe entitled to any charge or compensation by reason thereof.
- 22. **Termination by the GSFDCL**: It shall also be lawful for the GSFDCL to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor one month notice in writing by the GSFDCL for such termination. Any such termination shall be without prejudice to any other right of the GSFDCL under the Contract.
- 23. **Contractor's right to terminate**: If the Contractor decides to terminate the Contractbe for the end of contract period, the Contractor has to give an advance intimation of at least 30 days. If the Contractor terminates the agreement without prior notice of 30 days, then the entire security deposit will be forfeited.
- 24. The contractor shall attend office on all working days and deploy qualified and experienced personnel in performing the job as per the GSFDCL requirements and shall complete the assigned

task within the stipulated time as and when required.

- 25. The deployed persons shall maintain decent behavior and shall strictly adhere the general principle of code of conduct in the office.
- 26. The GSFDCL shall remove any of the deployed person from the assigned job, if it is found that the assigned work are not being carried-out as per standards or not adhering the code of conduct.
- 27. The contractor is sole responsible for disbursement of wages to the deployed personnel and also liable for any benefits in respect of EPF, ESI and other statutory compliance of Government Ordinance from time to time.
- 28. The contractor is sole responsible for any of the compensation to the deployed personnel and also liable for other statutory compliance of Government Ordinance from time to time in respect of any injury / accident that causes in office premise.
- 29. Force Majeure Clause: If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respectof such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Managing Director of the GSFDCL as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the GSFDCL shall be at liberty to take over from the Contractor at a price to be fixed by Managing Director, which shall be final.
- 30. Corrupt or Fraudulent Practices: The GSFDCL requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the GSFDCL defines the terms set forth as follows:
  - A. Corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
  - B. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the GSFDCL, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the GSFDCL of the benefits of the free and open competition.
  - C. The GSFDCL will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The GSFDCL will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.
- 31. **Confidentiality:** The Contractor shall not divulge or disclose proprietary knowledge obtained while providing Pre Audit Services under this Contract to any person, without the prior written consent of the GSFDCL.
- 32. Publicity: Any publicity by the Contractor in which the name of the GSFDCL is to be used, should be

done only with the explicit written permission of the GSFDCL.

- 33. **Disputes & Arbitration:** The GSFDCL and the Contractor shall make every effort to resolveamicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Gujarat State Forest Development Corporation Ltd. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.
- 34. **Mode of serving Notice:** Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 35. All notices shall be issued by the authorized officer of the Gujarat State Forest Development Corporation Ltd. unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.
- 36. **Governing language:** Governing language for the entire contract and communication there of shall be English.
- 37. Law: The contract shall be governed and interpreted under Indian Laws.
- 38. Legal Jurisdiction: No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Vadodara only.
- 39. **Stamp duty:** The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

### Tender acceptance of letter

We have studied all the terms & condition of the Tender Document, Minimum Eligibility criteria, Scope of Work, and General Condition of the Contract and agree for all the terms & condition of the contract in Tender Document.

(Name and Signature of Bidder with Stamp of the firm)

Date:

Place:

#### AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 between M/s. \_\_\_\_\_\_(Name and Address of the Contractor) (hereinafter referred to as the Contractor), which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the GUJARAT STATE FOREST DEVELOPMENT CORPORATION LIMITED, ALAKAPURI, VADODARA 390019 (hereinafter referred to as the GSFDCL, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART. WHEREAS the Contractor is a service provider.

AND WHEREAS the GSFDCL is a Public Limited Company functioning under the Companies Act, 2013. The GSFDCL requires Accounting Services and therefore, invited bids through Open or Advertised / Limited / Single Tender enquiry dated \_\_\_\_\_

WHEREAS the Contractor (successful bidder) submitted his bid vide in accordancewith the bid document and was selected as successful bidder" pursuant to the bidding process and negotiation on contract prices, awarded the "Letter of Acceptance" (LoA) No. to the Contractor on\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in (Conditions of Contract) of Tender Document".

(Signature of Contractor)	(Signature of Authorized Officer of the GSFDCLTD)
Name	Name''
Designation	Designation
Address	
Seal of the Firm/Company	Seal of the GSFDCL
Witness:	Witness:
(Signature)	(Signature)
Name of Witness	Name of Witness
Address	Address