

# Notice inviting e-tender for engagement of Chartered Accountant Firm for various work related to Finance and Accounts.

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) invites e-tender for engagement of one Chartered Accountant Firm who will deploying one Chartered Accountant along with atleast one Accounts Assistant for prescribed scope of work initially for the period of two year extendable as per requirement on satisfactory performance and mutual consent between Managing Director, The Haryana State Cooperative Supply & Marketing Federation, Ltd and firm.

The tender document containing eligibility criteria and other terms & conditions is available at Haryana Single e-procurement portal at <u>https://etenders.hry.nic.in</u> or Hafed's website <u>www.hafed.gov.in</u>. The period of downloading of tender document & bid submission starts from **13.03.2024 at 03.01 PM** upto **3.00 PM on 02.04.2024** through the e-procurement portal as mentioned above. The technical bid will be opened on **02.04.2024 at 3.30 PM** at Hafed Corporate Office, Sector-5, Panchkula (Haryana).

Hafed reserves the right to reject any/all tenders without assigning any reason.

#### MANAGING DIRECTOR

# **DETAILED NOTICE INVITING TENDER**

Hafed invites e-tenders for engagement of one Chartered Accountant Firm who will deploying one Chartered Accountant along with atleast one Accounts Assistant for prescribed scope of work at Hafed Corporate Office, Sector-5, Panchkula (Haryana) in single stage, two cover systems:-

Sr.	Description	Earnest	Tender	Start Date &	Expiry Date
No		Money	Document	Time of Bid	& Time of
		(in Rs.)	Fee+ E-	Preparation	Bid
			service	&	Preparation
			Fee	Submission	&
			including		Submission
			GST (in		
			Rs.)		
1.	Hiring of a Chartered	Rs.			02.04.2024
	Accountants Firm/	1,50,000/-	<u>Rs. 1,180/-</u>	at 03:01 PM	at 03:00 PM
	Agency for providing		Rs. 4,720/-		
	one Chartered				
	Accountant along with				
	atleast one Accounts				
	Assistant for				
	prescribed scope of				
	work.				

Under this process, the Technical Bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. Technical Bid & Commercial Envelope. Eligibility of the Bidders will be first examined based on the details submitted online under first cover (Technical) with respect to eligibility and qualification criteria prescribed in the Tender document. The Price Bid under the second cover shall be opened for only those bidders whose Technical Applications are responsive to eligibility and qualifications requirements as per Tender document.

- 1. <u>The payment for Tender Document Fee and Processing Fee shall be made</u> by the bidders online directly through Debit Cards & Internet Banking <u>Accounts and the payment for EMD can be made online directly through</u> <u>RTGS/NEFT or OTC. Please refer to 'Online Payment Guideline' available at</u> <u>the Single e-Procurement portal of GoH (Govt. of Haryana) and also</u> <u>mentioned under the Tender Document.</u>
- 2. Intending bidders will be mandatorily required to online sign-up (create user account) on the website https://etenders.hry.nic.in to be eligible to participate in the e-Tender. <u>The bidder will be required to make online payment of required EMD in due course of time. The intended parties fails to pay EMD fee under the stipulated time frame shall not be allowed to submit his/her</u>

#### bids for the respective event/Tenders.

- 3. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance as given under Key Dates <u>and make</u> <u>payment via RTGS/ NEFT or OTC to the beneficiary account number</u> <u>specified under the online generated challan. The intended bidder/agency</u> <u>thereafter will be able to successfully verify their payment online, and</u> <u>submit their bids on or before the expiry date & time of the respective</u> <u>events/Tenders at https://etenders.hry.nic.in</u>
- 4. The interested bidders shall have to pay mandatorily Processing Fee of Rs.1,180/- and document fee of Rs. 3,540/- (both non-refundable) online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.
- 5. The Payment for Earnest Money Deposit (EMD) of Rs. 1,50,000/- (One Lakh Fifty Thousand) can be made by eligible bidders online directly through online system.
- 6. The interested bidders must remit the funds at least T+1 working day (Transaction + One Day) in advance before the expiry date & time of the respective events. And make payment via RTGS/NEFT to the beneficiary account number specified under the online generated challan.

Sr. No.	Stage	Party Stage	Start Date and Time	Expiry date and Time
1	Release of Tender	-	13.03.2024 03:00 PM	02.04.2024 3:00 PM
2	-	Downloading of Tender Document/ Online Bid Preparation, Hash Submission and Submission of online Bid and deposit of EMD	13.03.2024 03.01 PM	02.04.2024 03:00PM
3	Opening of Technical Bid Envelope		02.04.2024 03:30 PM	-
4	Opening of Financial Bid		will be intimated later on	-

#### **Key Dates**

#### Important Note:

- 1) The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
- 2) Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.
- 3) Bidder can rework on his/her bids even after completion of 'Application/Bid Preparation & submission stage' (Application/Bidder Stage), subject to the condition that the rework must take place during the stipulated time frame of the Applicant/Bidder Stage.

#### INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

#### 1. <u>Registration of bidders on e-Procurement Portal</u>:

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. **https://etenders.hry.nic.in.** Please visit the website for more details.

#### 2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website <u>https://etenders.hry.nic.in</u>
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <u>https://etenders.hry.nic.in</u> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a

particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- 2.7 In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/ user on behalf of the firm/ company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/ Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

#### 3. <u>Pre-requisites for online bidding:</u>

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - <u>https://etenders.hry.nic.in</u> .The link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

#### 4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <u>https://etenders.hry.nic.in</u>

#### 5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <u>https://etenders.hry.nic.in</u>

#### 6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

# 7. <u>Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid</u> <u>Preparation & Submission (Technical & Commercial/Price Bid):</u>

7.1 <u>Online Payment of Tender Document Fee + Processing fee:</u> The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

#### 7.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-Procurement website <u>https://etenders.hry.nic.in</u> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
- (iii) FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

# 8. ASSISTANCE TO THE BIDDERS

For queries on Tenders Haryana Portal, Kindly Contact Note: Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject shiel emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority.

Tel:-0120-4200462,0120-4001002

Mobile: 88262-46593 Email:-support.etender@nic.in For any technical related queries please call at 24x7 Help Desk number 0120-4001002,0120-4200462,0120-4001005,120-6277787

For support related to Haryana Tenders in addition to help desk you may also contact on email ID eproc.nichry@yahoo.com, <u>Tel:0172-2700275</u>

# Timing:

Technical support assistance will be available over telephone Monday to Friday (9:00 am to 5:30 pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the contractors).

**Note:** Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to e-payment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their queries if there is any pertaining to the online bidding and the single e-Procurement portal at email address:- <u>https://etenders.hry.nic.in</u>

#### NOTE:-

Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <u>https://etenders.hry.nic.in</u>

#### (Online Payment Guidelines)

# Guideline for Online Payments at e-Procurement Portal of Government of Haryana.

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee + Processing fee & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT or Over The Counter (OTC)

#### **Operative Procedures for Bidder Payments**

#### A) Debit Card

#### The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
- (ix) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp.
- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

# B) Net BankingThe procedure for paying through Net Banking will be as follows:

(i) Bidder selects Net Banking option in e-Procurement portal.

- (ii) The e-Procurement portal displays the amount to be paid by bidder.
- (iii) Bidder clicks on "Continue" button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with "successful" or "failure" message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as "successful" in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

#### C) RTGS/ NEFT

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than thousands bank branches and would enable the bidder to make the payment from almost any bank branch across India.

- 1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
- 2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it will generate a Challan.
- 3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

#### **RTGS / NEFT Payment Procedure**

The bidder shall be required to take a print of the challan and make the RTGS/ NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/ PSUs Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e., the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Tech process intermediary Department/PSUs Escrow Security Deposit A/c.

#### D) Over the Counter (OTC)

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is <=[]49,999), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on "Continue" Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on "Print Challan" and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e- Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.

- (x) The e-Procurement system updates the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as "verification successful" in e-Procurement Portal when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting the tender.

#### **DETAILED TERMS AND CONDITIONS**

#### 1. BACKGROUND

The Haryana State Cooperative Supply and Marketing Federation Limited (HAFED) is the largest cooperative farmers' federation in the State of Haryana. HAFED is also one of the procuring agencies in the State for procurement of agricultural commodities including food grains, coarse grains, oil seeds and pulses at minimum support price (MSP) for the federal as well as the State Government. HAFED also procures agricultural commodities on commercial basis for processing, trading and export.

HAFED intends to engage one Chartered Accountant Firm who will deploy one Chartered Accountant along with atleast one Accounts Assistant for prescribed scope of work initially for the period of two year extendable and for this purpose, HAFED invites bids from the eligible parties meeting minimum eligibility criteria as described in the tender document.

#### 2. SCOPE OF WORK:-

- (i) Compilation and preparation of Annual Tax Audit of Hafed.
- (ii) Compilation and Certification of Final accounts of Hafed.
- (iii) Filing of statutory GST returns of Head office and any other returns as required by the Authorities.
- (iv) Compilation/Preparation and finalization of final incidental cost sheets of various crops procurement season-wise i.e RMS/KMS wise for the financial year 2018-19 to 2023-24 as per the standard procedure/guidelines issued by Govt. of India/State Govt. in a time-bound manner.
- (v) Attend/Advise/appear on behalf of Hafed for resolution in the inquiry/scrutiny matters and any other matter related to tax that may emerge from the GST/Income Tax /TDS etc. to the satisfaction of the appropriate Authorities.
- (vi) Periodical monitoring of all the statutory reports i.e TDS, GST etc and suggest improvement in case any shortcomings are found.
- (vii) Monitoring of overall financial position of the organization and submit its recommendations to the management.
- (viii) Providing relevant updates on the GST/ Income Tax Laws to Hafed and professional advice on the action to be taken by Hafed units for compliance of the said rules and regulations.
- (ix) Compliance of various procedures, rules & regulations as notified by the appropriate Authorities.
- (x) Any other work that may be allotted by the Competent Authority.

# 3. MINIMUM ELIGIBILITY CRITERIA

- (i) The bidder should be a firm/company duly registered under the relevant Act. The LLP firms are not eligible to participate.
- (ii) The bidder must have valid GST registration certificate, PAN & TAN number.
- (iii) The bidder firm should be registered with the Institute of Chartered Accountants of India and Comptroller and Auditor General of India (ICAI and CAG).
- (iv) The bidder firm should have atleast 5 years of experience/standing.
- (v) The bidder firm should posses atleast 2 or more works of similar assignments in the Government/Semi Government/ Board/ Corporation/ Cooperative/ Private institution having turnover of not less than Rs.100 crore per annum.
- (vi) The bidder firm should have an average annual turnover of a minimum of Rs.15 Lakh of the three preceding financial years (2020-21, 2021-22 & 2022-23).
- (vii) The firm/agency should have positive net worth in the three preceding financial year (2020-21, 2021-22 & 2022-23).
- (viii) The bidder should have never been black-listed by any State/Central Govt./Agency and no police case/vigilance enquiry should be pending against the owner/Partner/Director of the firm/company as the case may be.

# 4. DOCUMENTS REQUIRED TO BE SUBMITTED ONLINE

- (i) Copy of Board Resolution (in case of company) or Authorization Letter from all partners (in case of partnership firm) in favour of the Authorized Signatory for participation in the tender.
- (ii) Copy of Deed of Partnership duly registered as a Partnership firm.
- (iii) Profile of the firm/company containing all the essential details since its inception/establishment and covering the details about its members and projects undertaken by the firm etc.
- (iv) Copies of Audited Balance Sheet of last three financial years i.e. 2020-21, 2021-22 and 2022-23 have UDIN number.
- (v) Copies of ITR acknowledgement with computation sheet of last three financial years i.e. 2020-21, 2021-22 and 2022-23.
- (vi) Documents for the technical bid in **Annexure 'A' and 'B'** of tender document duly filled in and signed by the authorized signatory must be enclosed.
- (vii) List of Directors/Partners of the company/firm as per attached format at **Annexure-C** of tender document.
- (viii) Copy of PAN, TAN & GST Registration Certificate.
- (ix) Copy of Aadhar card of authorized signatory.
- (x) Copy of Membership Card of the CA/CA firms issued by ICAI.

- (xi) Self declaration on letter head of participating firm regarding acceptance of all terms and conditions of the Tender clearly quoting the Tender ID/Reference number.
- (xii) An affidavit, as per **Annexure-D** duly Notarized on the stamp paper of minimum value of Rs.10. Any variation in the language of Affidavit leading to change in the meaning of the requisite Affidavit will lead to disqualification of the bidder.
- Note:- All the documents to be uploaded should be self attested and stamped by the Authorized signatory.

# 5. GENERAL TERMS & CONDITIONS

- (i) The firm shall provide atleast one Chartered Accountant having minimum of 2 years experience along with atleast one Accounts Assistant having thorough knowledge of Accounts/ Tax work at the Hafed (Head Office) on full time basis. Detail of one Chartered Accountant to be deployed in Hafed by the CA firm must be filled in Annexure-E of the tender document.
- (ii) The engagement of CA firm shall be for a period of 2 years from the date of engagement of the firm which may be considered to be extended based on mutual understanding but subject to the satisfactory performance of the bidder on the same rate and terms & conditions.
- (iii) The Financial Bid shall be quoted in Rupees per month exclusive of GST but inclusive of any other taxes, EPF/ESI etc and other statutory levies. GST will be paid as per the prevailing rates. Further, Hafed will not be liable to pay any other taxes.
- (iv) Bids that are technically qualified would only be taken up for financial evaluation.
- (v) Hafed reserves the right to renegotiate any terms (Price/ Technical) further with the successful bidder.
- (vi) No other facilities such as accommodation/ local conveyance/ transport and medical reimbursement etc would be admissible. However, official vehicle may be provided to the CA on specific request in connection with the official tour.
- (vii) Hafed will not be responsible for any injury, accident, disability or loss of life to the any of personal of firm that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the firm.
- (viii) During the currency or on the expiry of the contract, the deployed persons by the firm shall not be entitled for regularization/continuation of services or any consequential benefit.
- (ix) Subletting of the work or part of work is not allowed under any circumstances. This is non-transferable contract.

- (x) The firm shall ensure that all the deputed persons remains present in the Head office of Hafed during the official working hours. If Hafed needs the services in odd hours i.e. before or after working hours/holidays, the same shall also be provided by the bidder without any extra payment.
- (xi) In the event of a person deputed by the firm/agency being on leave/absent, the firm shall ensure to provide suitable alternative arrangement during such absence.
- (xii) The selected firm/agency shall provide the services during the meeting(s) scheduled with GOI/State Government/Departments, if required. No extra payment/TA/DA will be given for providing such service.
- (xiii) Hafed will not be responsible for any cost/expenses incurred by the bidder in respect of preparation/submission of e- Tender.
- (xiv) All the conditions contained in the e-tender document are important and required to be complied with.
- (xv) The successful bidder will have to execute all works to the full satisfaction of Hafed. Directions for proper execution of the work issued by the MD, Hafed or by any officer authorized in this regard shall be binding on him.
- (xvi) The bidder may be asked to produce the original documents for verification at any stage of tender process and the bidder shall produce the same as and when sought for, failing which his bid will be liable for disqualification. In case the documents uploaded are not legibly scanned or any other document is required, Hafed reserves the right to ask the bidder to submit a copy of such documents.
- (xvii) The selected firm/agency shall be solely responsible for the redressal of grievances of the person(s) deployed by firm. Hafed shall in no way be responsible for settlement of such issues.
- (xviii) The Managing Director, Hafed, reserves the right to accept or reject any or all the bids or annul the bidding process without assigning any reason and his decision will be final and binding.
- (xix) The successful bidder will maintain the confidentiality of quantitative and financial data and handover the whole data to Hafed before termination/competition of work/tender.

# 6. EARNEST MONEY DEPOSIT (EMD)

The bidder shall be required to deposit EMD of Rs.1,50,000/- (One Lakh Fifty Thousand) with Hafed on which no interest shall be paid by HAFED. The EMD of unsuccessful bidders shall be refunded after finalization of the tender by following due process. The EMD of the successful bidder shall be adjusted against the Security amount which shall be refunded only after the successful execution of the contract as per due process after adjusting any type of loss caused to HAFED.

#### 7. FORFEITURE OF EMD

The earnest money deposit shall be liable to forfeiture in full or in part without giving any notice and without prejudice to any other right or remedies of the HAFED under the contract and law in the following cases: -

- (i) if the Bidder after submitting his Bid resiles from his offer and/or modifies the terms and conditions thereof in any manner.
- (ii) if the successful bidder fails to abide by the terms of the contract or does not complete the assignment as per the timelines.
- (iii) in case of any loss caused to Hafed due to acts of omission/commission by the successful bidder/Agency.

#### 8. TERMS OF ENGAGEMENT

The engagement of CA firm shall be for two years from the date of engagement of the firm which may be considered to be extended on the same rate and terms and conditions upon satisfactory performance.

#### 9. PAYMENT TERMS:-

The payment shall be made against the services provided by firm, subject to the following terms and conditions:-

- (i) Payment shall be released on monthly basic upon submission of bills after deduction of applicable statutory TDS/TDS on GST.
- (ii) The payment will be released on the basis of satisfactory performance and Managing Director, Hafed reserves the right to deduct any amount for nonsatisfactory services or delay in providing services. The decision of the Managing Director, Hafed will be final in this regard.
- (iii) There will be no advance payment for services rendered by firm for the said work.
- (iv) No claim for interest will be entertained by Hafed in respect of any payment which may be withheld by Hafed due to any dispute between Hafed and CA Firm or due to any reason beyond the control of Hafed or whatsoever.

#### 10. LIQUIDATED DAMAGES

HAFED shall be open to recover from the CA firm for any damages caused to the HAFED due to any act of the CA firm or his employees/ manpower/ workmen from any amount payable by Hafed to the CA firm under this agreement or any other agreement.

#### 11. TERMINATION/ FORE-CLOSURE

HAFED can terminate the contract at any point of time by giving One month written notice without assigning any reason and without payment of any compensation thereof. However, HAFED shall not give any notice of termination of contract when there is a default in compliance of the terms and conditions of this Agreement or the CA firm fails to comply with its statutory obligations.

#### 12. HAFED'S DECISIONS AND INSTRUCTIONS

Except where otherwise specifically stated, the HAFED's decision shall be binding on the CA firm. The CA firm shall carry out all instructions of Hafed pertaining to the services and comply with the applicable laws. In case of any difference of opinion in interpretation of any clause of this agreement, the decision of MANAGING DIRECTOR HAFED will be final.

#### 13. SUB-CONTRACTING

This is non-transferable contract. Subletting of the work or part of work is not allowed under any circumstances.

#### 14. ARBITRATION

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this agreement (and whether before or after the termination on breach of this agreement) parties shall promptly and in good faith negotiate with a view to arriving at an amicable resolution and settlement. In the event no amicable resolution and settlement is reached within a period of 15 days from the date on which the dispute or differences arose, such dispute or differences shall be referred to a mutually acceptable sole Arbitrator, or upon the failure of the parties to agree upon a sole Arbitrator, either party may get the appointment of Sole Arbitrator from the competent court of governing jurisdiction. The Arbitration proceedings shall be conducted as per the provision of the Arbitration and Conciliation Act and rules made thereunder. The fees and expenses shall be borne equally by both the parties. The existence of any dispute or differences or the initiation or continuation of the Arbitration proceeding shall not postpone or delay the performance by the parties of their respective obligations pursuant to this agreement. The outcome of the Arbitration shall be binding upon all the parties involved.

# Annexure-A

# FORMAT OF TECHNICAL BID

Name of the Company / Firm	
Firm type (Sole Prop./ Partnership/ Company)	
Registered office of the Company/Firm	
Email ID of Authorized signatory	
Registration No.	
PAN no. of firm / Company	
GST Registration No.	
Name of Authorized signatory along with his	
designation	
Mobile Number of Authorized signatory	
Bank Account Number	
Branch and address of Bank	
Bank IFSC Code	

#### Financials

(Rs. In Lakhs)

Particulars	FY/2020-21	FY/ 2021-22	FY/2022-23
Total Turnover			
Net Worth			

I/we hereby state that:-

1. I/we have read all the schedules, appendices, annexures to the tender document, terms & conditions carefully.

2 This technical bid contains page No.\_\_\_\_ to \_\_\_\_. I/ we have signed each & every page.

3. I/ we hereby verify that all the details and documents given above and attached with this technical bid are true to the best of my/our knowledge and belief. If any, discrepancy is found at a later stage or if any information/ document submitted is found to be incorrect/ false, our Bid is bound to be rejected and we will be liable for any action as a result thereof. I/ we understand that the above technical qualifications are minimum and will have to be fulfilled by me/ us to be eligible to participate in the price bid.

4. I/we hereby agree to abide by all the terms & conditions laid down in the e-tender document.

Signatures:

Seal/ Stamp

:

Full Name of the authorized signatory :
Designation of the signatory :
Contact No. of signatory :
E-Mail ID of signatory :

# Annexure-B

Details of Documents submitted with Technical bid

S. No.	Particulars	Enclosures Page no. From To
01.	Annexure- 'A' duly filled and signed by the Authorized signatory.	
02.	Self-Attested copy of Board Resolution (in case of company) or Authorization Letter from all the partners (in case of partnership firm) in favour of the Authorized Signatory for participation in the tender.	
03.	Self-Attested copy of Deed of Partnership duly registered as a partnership.	
04.	Self-Attested Profile of the firm/company containing all the essential details since its inception/establishment and covering the details about its members and projects undertaken by the firm etc.	
05.	Self-Attested copies of Audited Balance Sheet of last three financial years i.e. 2020-21, 2021-22 and 2022-23 have UDIN number.	
06.	Self-Attested copies of ITR acknowledgement with computation sheet of last three financial years i.e. 2020-21, 2021-22 and 2022-23.	
07.	List of Directors/Partners of the company/firm as per attached format at <b>Annexure-C</b> of tender document.	
08.	Self-Attested copy of PAN, TAN & GST Registration Certificate.	
09.	Self-Attested copy of Aadhar card of authorized signatory.	
10.	Self-Attested copy of Membership Card of the CA/CA firm/partners issued by ICAI.	
11.	Self-Attested Copy of certificate Registration with ICAI (Institute of Chartered Accountants of India) of firm and partners.	
12.	Self-Attested Copy of certificate Registration with CAG (Comptroller and Auditor General of India) with period of empanelment.	
13	Detail of one Chartered Accountant to be deployed in Hafed by the CA firm must be filled in <b>Annexure-E</b> of the tender document.	
14.	An affidavit, as per <b>Annexure-D</b> duly Notarized on the stamp paper of minimum value of Rs.10. Any variation in the language of Affidavit leading to change in the meaning of the requisite Affidavit will lead to disqualification of the bidder.	

# Annexure-C

(On the Letter head of the Company/Firm)

# Details of Director(s) / Partner(s)

S. No.	Name of Director/Partner	the	Residential Address	Mobile No. & Email ID	Aadhar No.

#### Annexure-D

#### AFFIDAVIT

(To be furnished on non-judicial stamp paper of Rs. 10/- duly notarized/attested)

I/We ...... son/daughter/wife of Sh. ..... Director(s)/Partner(s)/Proprietor of ...... (Name of Company/Firm) do hereby solemnly affirm, declare and undertake as under:-

- That I and/or any of its partner(s)/director(s)/proprietor individually or as a part of firm/company has not been black-listed by any Central/ State Government Department/ any of its Statutory/Autonomous bodies during the last 3 years.
- 2. That I or any of my Associate/Partner/Director is/are not having dispute/ pending litigation with HAFED with respect to rendering services to HAFED.
- 3. That there is no police case/vigilance enquiry pending against the owner/Partners/Director of the firm/company as the case may be.
- 4. The Firm has not been convicted by the court of law.
- 5. The firm has not been debarred from ICAI or RBI or any other statutory autonomous body on account of any misconduct

DEPONENT

Place: .....

Dated: .....

#### VERIFICATION

Verified that contents of above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been kept concealed therefrom.

Place: .....

DEPONENT

Dated: .....

#### Annexure-E

Affix Recent

self- attested

Passport size

photo

#### Detail of Chartered Accountant deployed by firm.

- 1. Name
- 2. Father Name
- 3. Date of Birth
- 4. Gender
- 5. Nationality
- 6. Present Address
- 7. Email address
- 8. Contact Number
- 9. Academic qualification (Add more rows, if necessary)

Sr. No,	Degree	Year	Subjects	University/ Institute	% of Marks/Class/ Division	Distinction (if any)

10. Professional qualification (Add more rows, if necessary)

Sr. No.	Degree	Year	Subjects	University/ Institute	Class/ Division	Distinction(if any)

\*Documents to be submitted in support of above declaration

- CA qualifying pass certificate issued by ICAI.
- Graduation/Post graduation degree/certificate
- Matriculation certificate.
- The photocopy of above documents should be self-attested.

#### 'FORMAT OF FINANCIAL BID' (To be submitted in a separate cover and not to be attached with Technical Bid Documents)

I/We hereby quote following rates for service charges per Month.

Sr. No.	Description	Amount per Month (excluding GST)
1.	Engagement of one Chartered	
	Accountant Firm for deploying one	
	Chartered Accountant along with atleast	
	one Accounts Assistant for prescribed	
	scope of work initially for the period of	
	two year.	

(The rates should be quoted in Rupees per month exclusive of GST but inclusive of any other taxes, EPF/ESI etc and other statutory levies. GST will be paid as per the prevailing rates. There should be no cutting/overwriting in the price bid.)

Signature of Bidder/Authorized Signatory

Full name of Bidder/ Signatory