

**REQUEST FOR PROPOSAL FOR
SELECTION OF CHARTED ACCOUNTANT
FIRM FOR ACCOUNTS RELATED WORK,
COMPANY SECRETARY RELATED
WORK , GST RELATED WORKS AND
OTHER ASSOCIATED WORK FOR
HARYANA MEDICAL SERVICES
CORPORATION LTD.**





Important Information

S. No.	Event	Details
1.	Issue of Revised RFP	06.07.2023
2.	Last Date of Submission of RFP (Application Due Date)	21 th July, 2023 up to 11:00 Hours
3.	Bid Opening	21 th July, 2023 up to 12:00 Hours
4.	Cost of RFP Document (non-refundable)	The bidder shall submit the DD of INR 5900/- (inclusive of applicable taxes) along with the RFP document.
5.	Earnest Money Deposit	The bidder shall submit an Earnest Money amounting to Rs 50,000/- in the form of Demand Draft in favor of Managing Director, Haryana Medical Services Corporation Ltd payable at Haryana.
6.	Place of Application Submission	O/o Managing Director Haryana Medical Services Corporation Ltd Bay No 59-62, Sector-2, Panchkula 134109

Table of Contents

Sr No	Clauses of RFP	Page No
1.	About Haryana Medical Services Corporation Ltd.	4
2.	Disclaimer	4-6
3.	Introduction	6-7
4.	Eligibility Criteria	7-8
5.	Cost of RFP Document	8-9
6.	Earnest Money and Security Deposit	9
7.	Submission of Proposal	9-10
8.	Sealing and Marking of Proposal	10
9.	Opening of Proposal	10
10.	Evaluation of Technical Proposal	10-11
11.	Evaluation of Financial Proposal	11
12.	Calculation of Final Score.	11-12
13.	Scope of Services	12-14
14.	Other Terms and Conditions	14-16
15.	Terms of Payment	16
16.	Force Majeure	16
17.	Arbitration	16
18.	Jurisdiction of Courts	16
19.	Annexure 1 (Format of covering letter)	17-18
20.	Annexure 2 (Profile of the firm)	19
21.	Annexure 3 (Technical Capacity)	20
22.	Annexure 4 (Financial Proposal Format)	21

1. ABOUT HARYANA MEDICAL SERVICES CORPORATION LTD

Haryana Medical Services Corporation Limited (HMSCL) a State Government owned undertaking, has been established under Companies Act, 2013 to carry on the business as per the object clause of Memorandum of Association of the Company. Main objects as per the Object clause are as under:-

1. To buy or otherwise acquire all kinds and varieties of generic and patent medicines, drugs, mixtures, formulations, tablets, pills, powers, pharmaceutical and medical products which cover all branches of medicine including Indian System of Medicine, needles, syringes, injectables, vaccines, sera, immunogens, phylacogens, chemicals and surgical dressings, kits and instruments and to sell or supply to various Medical Colleges which include Health University and all Medical and Nursing paramedic institutions, Hospitals which include all institutions related to health sector and other health centres and to the General Public.
2. To purchase, distribute, assemble, install, maintain or otherwise deal in all types of capital equipments and instruments required in Medical Colleges and Hospitals.
3. To undertake designing and construction of Medical Colleges and Hospitals and to establish research and development centers and institutes for medical and Para - medical Personnel for imparting training in various Techno - Managerial fields and/ or other buildings for Government, or for any other person including local authorities, corporations, societies, trusts, companies, firm and individuals.
4. To establish modern Warehouse and Engineering workshops to manufacture, assemble, repair or otherwise maintain various medical equipments, surgical instruments, diagnostic equipments, fire - fighting equipments, furniture and fittings including Medical Colleges and Hospitals furniture, and also to undertake civil and other general maintenance of Medical Colleges and Hospitals.
5. To buy, sell, supply, distribute, store, stock, maintain and otherwise handle, deal in and carry on business in all kinds and varieties of patent and non patent, veterinary science, medicines, Drugs, Mixtures, formulation, capsules, tablets, pills, powder, pharmaceutical, chemical, medical and medicinal products, preparation and materials, sterilized injections, vaccines, immunogens, chemical and surgical dressings relating to all kinds of animal husbandry, i.e. Live-stock, veterinary, aquatic living poultry, equine, canine etc., whether domestic or otherwise.

2. DISCLAIMER

- i. The information contained in this Request of Proposal ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the HMSCL or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

- ii. Though adequate care has been taken in the preparation of the RFP, the Applicant should satisfy himself that the Document is complete in all respects. Intimation of a discrepancy, if any, should be given to them MANAGING DIRTECTOR, HARYANA MEDICAL SERVICES CORPORATION LTD (HMSCL) immediately before the Application due date. If no intimation is received by the HMSCL within the date, it shall be deemed that the RFP is satisfied that the Document is complete in all respects.
- iii. The RFP is not an agreement or an offer by the HMSCL to the prospective bidder. The purpose of the RFP is to provide interested parties with information that may be useful to them in the formulation of their applications pursuant to this RFP. The RFP includes statements, which reflect various assumptions and assessments arrived at by HMSCL in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. The RFP may not be appropriate for all persons, and it is not possible for HMSCL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP Document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in the RFP Document and obtain independent advice from appropriate sources.
- iv. Information provided in the RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a Complete or authoritative statement of law. The HMSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- v. HMSCL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in the RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of the RFP or arising in any way in this Selection Process.
- vi. HMSCL also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any.
- vii. Applicant upon the statements contained in the RFP. HMSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in the RFP.
- viii. The issue of this RFP does not imply that HMSCL is bound to select a bidder or

to appoint the eligible Applicant and the HMSCL reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

- ix. HMSCL may terminate the RFP process at any time and without assigning any reason. HMSCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- x. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HMSCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will bear by the Applicant and HMSCL shall not be liable in any manner whatsoever.

3. INTRODUCTION

Assignment

HARYANA MEDICAL SERVICES CORPORATION LTD (HMSCL) intends to hire a Chartered Accountant Firm for Accounts and other associated works as per the scope of work defined in document to HMSCL ("the Assignment") for a term of One (1) Year only, which is further extendable to year to year basic upto 3 years maximum on the same rates, terms and conditions on monthly chargeable basis, on the sole discretion of HMSCL.

Request for Proposal

HMSCL invites Applications on Quality and Cost Base Selection (QCBS) with weightage Technical and Financial proposal of 70% and 30% respectively through this Request of Proposal (RFP) (the "Applications") for the Selection of the Chartered Accountant Firm.

Procurement of RFP Document

The RFP document can be downloaded from the official website hmscl.org.in.

Validity of the RFP

The bid shall be valid for a period of 120 days from the Bid Due Date (the "BDD").

Brief description of the RFP Process

- i. HMSCL has adopted a two stage Quality and Cost Based (QCBS) selection process (collectively the "Selection Process") in evaluating the Proposals comprising of technical and financial bids to be submitted in two separate sealed envelopes with a weightage of technical and financials bids of 70% and 30% respectively. In the first stage, a technical evaluation will be carried out as per Clause 10 of the RFP. Based on this technical evaluation, the authority will shortlist the bidder(s) eligible for opening of financial proposal. In the second stage, a financial evaluation will be carried out as per Clause 11 of the RFP. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 12. The first ranked bidder shall ordinarily be declared as the Successful bidder while the second ranked bidder will be kept in



- ii. In the event that two or more Bidder get the same scores (the "Tie Bidder"), the bidder whose financial score is highest, shall be identify as "Successful Bidder" by the Authority. In case that two or more Tied Bidder obtain the same financial score, the Authority shall select the Successful Bidder by random draw of Lots, which shall be conducted, with prior notice, in the presence of both the Bidder who choose to attend.
- iii. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by HMSCL to the Successful Bidder and the Successful Bidder, within 7 (seven) days of the receipt of the LOA, shall submit the signed acknowledgement of the award. In the event the acknowledged copy is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the tender EMD of such Bidder as damages on account of failure and shall initiate the second round of bidding. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the License to execute the Contract Agreement within 15 days of award of LOA. The Successful bidder shall not be entitled to seek any deviation, modification, or amendment in the Contract Agreement.

Nodal Officer for Information about the Assignment

- i. For any additional information pertaining to the Assignment, **the General Manager (Accounts), HMSCL, Phone 0172-2567945, 0172-2590608** may be contacted.

Communications

- i. All communications, including the Bid, should contain the following information to be written at the top in Bold letters:
- ii. "**Selection of Chartered Accountant Firm for Haryana Medical Services Corporation Ltd.**" and should be addressed to:
Managing Director,
Haryana Medical Services Corporation Ltd.
Bays No. -59-62, Sector-2, Panchkula E-mail: -:
hmsclmd@gmail.com

4. ELIGIBILITY CRITERIA

Pre-Qualifying Requirements:

The Pre-Qualification eligibility criteria for bidder shall be as under: -

Bidder refers to the reputed and experienced CA firm registered as LLP firm or Partnership firm.

The Bidder must possess the following qualifying criteria:

- i. The bidder must be registered with Institute of Chartered Accountants of India and copy of Registration Certificate must be submitted.
- ii. The bidder must be registered with Comptroller and Auditor General of India (CAG) in financial year 2023-24.

- iii. The bidder should have its registered office in Panchkula/Chandigarh.
- iv. Single Proprietorship firms are not eligible to participate in the bid.
- v. The bidder must have undertaken at least three works of similar assignment for Government/ Semi-Government/PSU/ Private Companies. In the last 5 years as on the date of submission of proposal.
- vi. The firm should have strength of at least 3 qualified chartered accountants out of which minimum 2 partners exclusively associated with the firm for minimum 5 years and atleast one partner having a bachelor degree in law from recognized university.
- vii. The firm should have at least two partner/ qualified Chartered Accountant having a Diploma certificate in Information system Audit (DISA) issued by ICAI.
- viii. The bidder should have sufficient manpower to undertake the job by deploying teams so as to complete the assignment in the specified time.
- ix. The bidder should have a valid Good and Service Tax (GST) Registration and Permanent Account Number (PAN).
- x. The Average turnover of the bidder in last three financial years i.e., 2019-20, 2020-21, and 2021-22 should not be less than ₹ 25 Lakhs. (Rupees twenty five lakhs).
- xi. The Bidder should have, during the last three years, neither failed to perform on any agreement, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Applicant.

In addition to the above, the bidders have to furnish the following documents along with the pre-qualification proposal:

- GST Registration Certificate
- PAN certificate
- Registration with ICAI / Firm Constitution Certificate.
- Details of Associated Chartered Accountants with their years of experience.
- Experience Certificate in the form of work order completion/issued by the appointing agency.
- Financial Statements for the last three (3) financial years preceding the bid due date.
- Affidavit duly attested by Notary Public Rs. 100/- that the firm is not barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, as on the date of application.

All those bidders who shall not meet the minimum eligibility criteria as per above will be disqualified from the selection process.

5. COST OF RFP DOCUMENT

The RFP document can be downloaded from the website hmscl.org.in and be used for submitting the Application. It shall be accompanied with a demand draft of Rs 5,900/- (inclusive of applicable taxes) in favor of the Managing Director, Haryana Medical Services Corporation Ltd, payable at par in Panchkula, Haryana.

The Application without the Demand Draft will not be considered for evaluation.

6. EARNEST MONEY AND SECURITY DEPOSIT

Every bidder, while submitting his tender, shall deposit the earnest money specified in the RFP by way of demand draft drawn in favour of the Managing Director, Haryana Medical Services Corporation Ltd, payable at par in Panchkula, Haryana. I.

- I. The earnest money deposited by the successful bidder on whom the work order is placed shall be converted into security deposits as a guarantee for faithful and satisfactory execution of the work order.
- II. The EMD of the unqualified bidders will be returned without any interest, as promptly as possible, within 30 days after declaration of qualification result and that of unsuccessful bidder within 15 days of the execution of the contract with the selected bidder
- III. 10% amount of the monthly running bill shall be kept as security deposit. However, the EMD already deposited by the successful bidder shall be converted into the security deposit and the balance amount shall be deducted from the running bill.
- IV. The Earnest Money/security deposit shall be forfeited in part or in full under the following circumstances: -
 - i. If the tenderer withdraws his tender at any stage during the currency of validity period.
 - ii. If the work order has been issued but the contractor refuses to comply with it, irrespective of the fact that HMSCL sustains any loss on account of such default or not.
 - iii. In the event of a breach of contract in any manner.
 - iv. In case of evidence of cartel formation by the bidder(s).
 - v. If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for HMSCL to forfeit either in whole or in part, in its absolute discretion, the security deposit furnished by the contractor.
 - vi. The forfeiture of security deposit shall be without prejudice to the right of HMSCL to recover any further amount or any liquidated and/or other damages as admissible under the law, under or over payments made to the contractor under this contract or any other contract as well as to take such administrative action against the contractor as blacklisting etc.

7. SUBMISSION OF PROPOSAL

The proposal shall be submitted by the bidders strictly as per following:

- a. **Envelope "A"** -It will contain Envelope "B" (Technical Proposal) & Envelope "C" (Financial Proposal).
- b. **Envelope "B" (Technical Proposal)** -It will contain a checklist of following documents to be submitted by the bidder as technical proposal:
 - i. Covering letter in the format specified in **Annexure 1**;
 - ii. Profile of the CA Firm in the format specified in **Annexure 2**;
 - iii. Technical experience in the formats specified in **Annexure 3**;

- iv. A self-certification from the authorized signatory that the bidder has not been blacklisted.
 - v. The Demand Drafts for Cost of RFP and EMD shall be sealed in the separate envelope and the envelope must be super-scribed as “**Cost and EMD of RFP Document**”.
 - vi. All the documents fulfilling the Pre-Qualifying Requirements as per **Clause 4**.
- c. Envelope “C” (Financial Proposal)** - It will contain Financial Proposal as per **Annexure-4**.

8. SEALING AND MARKING OF PROPOSAL

- a. The RFP shall be typed or written/typed in ink and each page shall be signed by the authorized signatory. All the alterations, omissions, additions, or any other amendments made to the Tender shall also be signed by the authorized signatory.
- b. Each of the envelopes must be super-scribed with the following information:
 - i. Name & Address of Bidder
 - ii. Contact person name & phone number
 - iii. Bidder’s Name & it’s Due Date
- c. All envelopes shall be addressed to:

Managing Director
Haryana Medical Services Corporation Ltd, Bay no 59-62, sector 2, Panchkula,
Haryana 134109.
- d. Bids submitted after due date and time will not be accepted.

9. OPENING OF PROPOSAL:

- a. The bids submitted by due date will be opened on 22th July 2023 at 12:00 Hrs in the office of General Manager, HMSCL. The Envelope B - “Technical Proposal” will be opened first after ensuring receipt of cost and EMD of bid document. The opening date and time of the envelope- C- Financial envelope will be intimated separately to shortlisted bidders after the technical evaluation as per Clause-10.
- b. Prior to evaluation of Proposals, the HMSCL will determine whether each Proposal is fulfilling the requirements of the RFP. The HMSCL reserves the right to reject any Proposal which is not meeting with the pre-qualifying requirements and no request for alteration, modification, substitution or withdrawal shall be entertained by the HMSCL in respect of such Proposals.

10. EVALUATION OF TECHNICAL PROPOSAL

- a. The Bidders who fulfill the pre-qualifying requirements will be shortlisted for evaluation. The total maximum point for evaluation of Technical Proposal is 75 marks.
- b. The proposals submitted by the Bidders would be evaluated, and the scores would be assigned based on the parameters set out in the table below:

Sr No	Evaluation Criteria	Scoring Pattern	Marks	Maximum Marks
1	Existence of Firm for at least 5 Years.	5 Years 6-20 Years More than 20 Years	5 marks 10 marks 15 marks	15
2	At least 3 Professionally qualified Partner (with associate/fellow membership of ICAI) with experience of minimum 5 years	5 Year Experience 6-20 Year Experience More than 20 Year Experience	5 marks 10 marks 15 marks	15
3	Number of Manpower on the payroll of firm	5 Manpower 6-10 Manpower 11-20 Manpower	5 marks 10 marks 15 Marks	15
4	Average Turn Over of the Firm for previous three financial years prior to bid date.	25 Lacs 25-50 Lacs More than 50 Lacs	5 Marks 10 Marks 15 Marks	15
5	The Firm should have rendered at least 5 similar assignments during last 5 F.Y.s ended on 31.03.23 to Government Departments/ Corporation/PSUs/Private Companies having annual turnover more than 100 Crores.	For 5 Assignments For 6 to 8 Assignments For more than 8 Assignments	5 Marks 10 Marks 15 Marks	15
Total Marks S(t)				75

- c. The score for Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the parameters listed above. The Bidder is required to achieve a minimum score of 40 marks (Benchmark Score). The Financial Proposals of only those Proposals that have achieved the Benchmark Score will be opened for evaluation.

11. EVALUATION OF FINANCIAL PROPOSAL

The Financial Proposals of only those Bidders who will qualify in the technical evaluation will be opened. After that the financial score shall be determined by authority as per below formula:

$$Sf = 100 \times Fm / F,$$

where **Sf** is the Financial Score;

Fm is the lowest price quoted by any bidder;

and "**F**" the price of the proposal under consideration.

12. CALCULATION OF FINAL SCORE

- a. The final score will be calculated as per the weightage given to the Technical and Financial Proposals, which are 70% and 30% respectively (Technical proposal **T = 0.70**, and financial proposal **P=0.30**)
- b. Proposals shall be ranked according to their combined technical (St) and

financial (Sf) scores using the weights (T = the weight given to the Technical Proposal.

P = the weight given to the Financial Proposal; T + P = 1 as following:

$$S = St \times T\% + Sf \times P\%.$$

- c. The applicant that would get the highest combined score would be declared a preferred bidder.

13. SCOPE OF SERVICES:

The firm and its staff deputed for the work shall report to concern officer. Concern officer will co-ordinate with Accounts Branch for providing necessary information/documents to the firm. The scope of work consists of following activities:

A. Direct Taxes:

- i. Tax compliance that includes Advance Income Tax Calculation, TDS Compliance and filing of all kind of periodic returns and any other additional matter as required under tax provisions. Form 16 / 16A will be provided by the firm wherever and whenever required by the HMSCL. It shall be the responsibility of the firm to match part A & B of form 16 and accordingly the return shall be filed.
- ii. Compliance of Tax details for audit and support to the Internal / Statutory / CAG Auditors including opinion and disclosures required if any.
- iii. Calculation and deduction of TDS will be done by HMSCL, but for any professional opinion regarding the tax matters (i.e. what percentage will apply and whether the TDS is applicable or not) will be provided by the Firm either on site or off site as per the HMSCL's requirement.
- iv. Any query or intimation raised by the Income Tax Department or E&T department regarding the data uploaded by the Firm, will be the sole responsibility of the Firm to prepare reply of the same, for that necessary support will be provided by HMSCL. (Even after the completion of period of engagement).
- v. Professional Opinion wherever / whenever required regarding the future contracts to be entered by HMSCL, shall also to be provided promptly by the Firm in writing wherever and in whichever form as desired by HMSCL.
- vi. Income Tax Return whether original or revised, whether pertaining to current Assessment Year or previous Assessment Year of the HMSCL will be submitted by the Firm, there will be no limit on number of returns to be filed during the period of engagement.
- vii. Any Scrutiny or Appearing in front of the Income Tax Authority (CIT/ITAT) pertaining to any Assessment Year will be carried out by the Firm with the prior approval of HMSCL and shall be with the one representative of the HMSCL.
- viii. Consultancy and certification services required for making foreign remittances according to the applicable provisions of section 195 of the Income Tax Act will be also in scope of firm i.e., issuance of certificate in form No.15CA & 15CB and other required forms.
- ix. It will be also in scope of tax consultant to provide inputs in drafting various tender clauses/contract clauses as well as providing opinion whether in writing or orally as desired by HMSCL.
- x. The scope includes Tax Audit for the relevant year if applicable to the company

B. Tax Goods and Service Tax (GST)

- i. Advice/opinion on the applicability and levy of Goods and Service Tax.
- ii. The Firm will file monthly as well as annual GST returns and any other return as applicable as tax payer and tax deductor with the concerned authorities as per the applicable periodicity & verification of reconciliation of GST return(s) with the financial data available in HMSCL account books & GSTN Portal. Data for that will be provided by HMSCL.
- iii. The Firm will confirm that all the applicable provisions such as e-invoicing of GST Act are complied with and the same are accounted for in books of accounts properly.
- iv. Facilitation in settlement of Audit Queries, if any raised by Internal Auditors/Statutory Auditors/CAG Auditors.
- v. Any query or intimation raised by the GST Department regarding the data uploaded by the Firm, will be the sole responsibility of the Firm to prepare reply of the same, for that necessary support will be provided by HMSCL. (Even after the completion of period of engagement).
- vi. Payment of Tax will be done by HMSCL, but for that necessary duly filled challan will be provided by the Firm wherever desired after verifying the data.
- vii. Any other associated work/verification / assessment/return filling related to GST to be dealt with by HMSCL in compliance with the provisions of GST Act.
- viii. The Firm will carry out Annual GST Audit as per applicable provisions of GST Act.

C. Other Associated Works:

- i. Maintenance of books of Accounts for FY 2022-23 and onwards: Deputing staff for punching of data in tally software on regular basis, monitoring, reviewing, supervising, guiding, instructing, scrutinizing the outputs, responsible for all the activities related to the accounting work.
- ii. Finalisation of accounts and preparation of quarterly, half yearly, and annual accounts of the Corporation.
- iii. Advising on the important accounting and financial matters as consultant in writing for ensuring optimum utilization of Financial resources.
- iv. Devising Accounting and financial tools, system and mechanism for streamlining the existing process as per applicable laws and Government instructions and providing written opinion in this regard to the Management.
- v. Assistance in Preparation of Annual Report, Income and Expenditure account, Receipts and Payment Account.
- vi. All the entries related to receipt and payments are to be scrutinized on monthly basis into Tally Software which is being used for keeping records like Cash book, maintain ledger for each client. Preparation of debit notes, Journal Vouchers, Payment Voucher, Purchase Voucher, Sales Voucher and Receipt Voucher.
- vii. The bidder must register all employees hired by HMSCL on Employee State Insurance (here referred to as ESI) portal and Employee Provident Fund (here referred to as EPF) portal. The corresponding return for EPF and ESI will also be the responsibility of the firm.
- viii. For all the employees who already have ESI and UAN numbers, the bidder would link their existing accounts to Nigam's employer account and for all the employees who don't have ESI and UAN numbers, the bidder will create such accounts on the respective portal.
- ix. The bidder will fill the monthly EPF and ESI Challan on timely basis.
- x. Assistance in Preparation of Budget of HMSCL.
- xi. Assistance in Preparation of Centralized Fixed Assets Register for the Corporation as a whole in

- the form of soft as well as hardcopy.
- xii. Passing of quarter-end adjustment entries required for accrual basis related to accrued income including interest on investments and FDs, Interest on HBA etc. advances and outstanding liability for expenses as well as provision for preparing quarterly final accounts.
 - xiii. Preparation of Detailed Schedule of Fixed Assets.
 - xiv. Preparation of Detailed Schedules relating to outstanding liabilities and accrued assets.
 - xv. Preparation of schedules of prepaid expenses and receipts.
 - xvi. Calculation and Provision of Depreciation in the annual accounts as per the rates adopted by the Corporation.
 - xvii. Checking that the figures in accounts tally with subsidiary records,
 - xviii. Capable Staff shall be present at the time of CAG Audit and any other audit to address the various issues during the audit.
 - xix. Monthly Bank Reconciliation of all bank maintained at Corporation.
 - xx. Reconciliation of EMD, Utilization Certificates (UCs) issued to indenting organization and Ledgers.
 - xxi. To consider observations raised by Statutory Auditors and auditors from AG office in their reports and ensure taking necessary action accordingly and advising the Accounts Branch.
 - xxii. Any other related work as allotted by HMSCL authority.

D. Company Secretary related Work

- a. File ROC returns like Form MBP1, Form DIR-3 KYC, Form AOC-4(Reporting the company's annual financial statements), MGT-7 (Filing the company's annual returns) & Form ADT-1(Reporting the appointment or re-appointment of company's auditor) other related works.
- b. Board Meeting at least hold 4 meetings in a year, Annual General Meeting (AGM) and other High Power Purchase committee meeting.

14. OTHER TERMS & CONDITIONS

- a. The bidder shall deploy at the office of HMSCL at least two manpower of minimum qualification of B. Com for handling the accounts and other day to day activities at HMSCL relating to scope of work as per RFP.
- b. Decision of the HMSCL with regard to selection of the bidder will be final and binding.
- c. The successful bidder will enter into a service level agreement with HMSCL, on a Non-Judicial Stamp Paper of Rs 100 value within 07 days of receipt of Contract.
- d. HMSCL has reserves the right to
 - i. Add / delete / alter any of the services requested for, without assigning any reason(s) for the same.
 - ii. Terminate the services of the Agency without assigning any reason whatsoever during any time during the tenure of the contract.
- e. HMSCL may amend/add any of the terms and conditions included in the registration granted to the bidders with effect from any date, without assigning any reason(s) for the same.
- f. Termination in case of default:
 - a. If the successful bidder fails to respond, after repeated reminders for services requested

- for within the time period(s) specified in the email/request by HMSCL.
- b. If the successful bidder fails to perform any other obligation(s) under this contract.
 - c. If the successful bidder, in either of the above circumstances, does not take remedial steps within a period of 7 days after receipt of the default notice from HMSCL.
 - g. In case the successful bidder fails to full fill the contractual obligation, the work shall be got done from some other agency at the risk and cost of the successful bidder. It shall be without prejudice to the right of HMSCL to recover any further amount or any liquidated and/or other damages.
 - h. Time is the essence of the contract. The successful bidder shall ensure timely completion of the job as per stipulated completion period. In case of delay in completing the work/job, the penalty for delay will be imposed @ 2 % of the monthly bill per week.

Expected Time for compliance/reply of the matters related to Direct Taxes and Indirect Taxes and other matters is as under.

Sr No	Compliance	Expected Time for Completion
3	Advance Tax Payment working	5 working days before due date
4	Income Tax Return filing	15 Days before due date
5	Reply of the Notice/Appeal/Third party inquiry related to Notice/Appeal under Direct Taxes or Indirect Taxes	2 working day from date of submission of data by HRIDC
6	Resolution of defaults on TDS- CPC Portal	Quarterly basis to be resolved within 7 days from the date of reflection.
7	GST Return Filing	2 working days before due date
8	GST – TDS Return Filing	2 working days before due date
9	Annual GST Return filing/Audit	15 working days before due date
10	Opinion related to any matter pertaining to Direct Tax/ Indirect Tax desired in written (Hard Copy) or through an e-mail	7 working days from date of communication for Hard Copy. For E mail- On the same day
11	Monthly Bank Reconciliation Statement, Cash Book, Ledger and Voucher	Within 15 days of end of preceding month
12	GST Reconciliation, TDS Reconciliation Statement, Monthly Fit Charges Calculation and Interest Calculation	Within 15 days of end of preceding month
13	Any Other Matters	Within 3 working days from the date of communication

- i. Statutory deduction on account of Income Tax, GST etc. including surcharge shall be made at source from the bills of the bidder at the prevailing rates.

- j. The bidder shall not, sublet, transfer or assign the contract or any part thereof or interest therein or advantage thereof in any part thereof in any manner whatsoever without prior consent of HMSCL.
- k. The firm shall make his own arrangement for providing all facilities like lodging, boarding and transportation etc for his staff engaged by him. The firm shall be solely responsible for any liability for his staff in respect of any accident, injury arising out during continuance for the contract.

15. Terms of Payment

- Bills should be sent on a monthly basis and payment will be made within 15 days from the date of receipt of final bills.
- The bill should be on the contractor's bill book duly serial numbered and bearing date of issue, GST Number, PAN etc. Photocopy of GST Number, PAN etc. shall be attached with the 1st running bill for reference and record.
- Rates quoted by the bidder shall remain valid during the contract period since no variation will be allowed.

16. Force Majeure

The delay in completion of work may be treated as delay due to force majeure to the contractor only if:- The delay is resulted from any causes arising out of compliance with regulations, orders or instructions of the Central or State Government, acts of God, acts of Civil & Military authority, fires, floods, strikes, lock-outs, freight embargoes, war risk riots and civil commotion & the contractor's request for extension of the work period along with all necessary evidence are submitted in HMSCL, before the expiry of the schedule date(s) of work.

17. Arbitration

All matters, questions, disputes, differences and/or claims arising out of and/or concerning, and/or in connection with, and/or in consequence of, and/or relating to the contract whether or not obligations of either of both, the Supplier and the Corporation under that contract subsisting at the time of such dispute and whether or not the contract has been terminated or purported to be terminated or completed, shall be referred to the sole arbitration of Managing Director, HMSCL or an officer appointed by the Managing Director, HMSCL as his nominee. The award of the Arbitrator shall be final and binding on both the parties to the contract.

18. Jurisdiction of Courts

The Courts of the place from where the acceptance of tender has been issued shall alone have exclusive jurisdiction to decide any dispute arising out of or in respect of the Contract.

**Managing Director,
HARYANA MEDICAL SERVICES CORPORATION LTD**

Annexure 1: Format for Covering Letter

Date:

To,

Managing Director

HARYANA MEDICAL SERVICES CORPORATION LTD

Bays No 59-62, Sector-2, Panchkula, Haryana

E-mail: Hmsclmd@gmail.com

Sub: Selection of Chartered Accountant Firm for HARYANA MEDICAL SERVICES CORPORATION LTD (HMSCL)

Dear Sir,

1. With reference to your RFP document No. _____ I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for the aforesaid project. The Application is unconditional and unqualified.
2. All information provided in the Application and in the Annexures is true and correct and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as an Applicant of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Application.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b. I/ We do not have any conflict of interest in accordance with the RFP document
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal

issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the applicants to apply for the Assignment, without incurring any liability to the Applicants.
 9. I/ We declare that we/ are/ is not a member of any other firm submitting an application for the Assignment.
 10. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors.
 13. I/ We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
 14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
 15. I/We have studied all the RFP Document carefully.
 16. The power of attorney for signing of Application is as per format provided in the RFP enclosed.
 17. I/we agree and undertake to abide by all the terms and conditions of the RFP document.
 18. I/We agree and undertake to be liable for all the obligations of the Agreement.

In witness thereof, I/We submit this Application under and in accordance with the terms of the RFP document.

Yours faithfully,

(Signature of the Authorized Signatory)
(Name and designation of the Authorized signatory)

Date:
Place:

Annexure 2: Profile of the Firm

A. Details of Bidder Firm / Bidder

S. No.	Particulars	Details
1.	Name of the Firm (in Capital Letters)	
2.	Date of Constitution of Firm	
3.	Address of the Head Office	
4.	PAN of the Firm	
5.	GST registration No.	
6.	Registration no with ICAI	
8.	Contact Person Mobile No: Email address:	
9.	Number of Qualified Chartered Accountant Partners associated with the bidder.	

Name of the Authorized Signatory

Signature of Authorized Signatory

Annexure 3: Technical Capacity

Details of the work undertaken, as required in Clause 4, the Eligibility Criteria

Sr. No.	Name of the Assignment	Brief of the Service provided	Name of the Client	Professional Fee Charged (INR)	Start and completion date of Assignment
1					Start Date: Completion Date:
2					Start Date: Completion Date:
3					Start Date: Completion Date:
4.					Start Date: Completion Date:
5.					Start Date: Completion Date:

Note:

1. For above experience, Chartered Accountant must submit a copy of the appointment letters from the client organizations.
2. The above Experience shall not be considered for evaluation if certificate from client detailing the name of assignment, nature of work, professional fees and date of start and completion of service is not furnished by the Applicant.

Name of the Authorized Signatory

Signature of Authorized Signatory

ANNEXURE 4: FINANCIAL PROPOSAL FORMAT

(To be submitted on letter head of Bidder)

Tender Document

No.To

Sir,

I/We hereby submit our Proposal for the **Selection of Chartered Accountant Firm for Haryana Medical Services Corporation Ltd (HMSCL)** in accordance with the Terms and Conditions as well as Scope of work.

Description	Proposed Monthly Fee in Rupees (in Numeric)	Proposed Monthly Fee in Rupees (in Words)
Financial quote for providing services as per Scope of Work defined in RFP		

Note:

1. The financial quote shall include remuneration, fee, pocket expense and all other expense towards the services offered to HMSCL.
2. The Financial quote shall be excluding the GST, which will be payable extra as per the applicable rate.

Name of the Authorized Signatory

Signature of Authorized Signatory