

HARYANA STATE LEGAL SERVICES AUTHORITY, PANCHKULA

TENDER DOCUMENT

FOR

**HIRING OF PROFESSIONAL CHARTERED ACCOUNTANTS FIRM FOR
PERFORMING INTERNAL AUDIT**

| | |
|-------------------------------|---------------------|
| Cost of the Tender: | Rs 1000/- |
| Tender Fee: | Rs 1000/- |
| Earnest Money Deposit: | Rs. 12,500/- |

Internal Audit of all the District Legal Services Authorities in the state of Haryana at District offices and HALSA at Headquarter for the financial years 2021-22 & 2022-23

| | |
|--------------------------------|------------------------------------|
| Date of Tender Issue | : 20.07.2023 at 13:00 hrs |
| Last date of Tender Submission | : 15.08.2023 till 16:00 hrs |
| Opening of Technical Bids | :will be communicated later |
| Opening OF Financial Bid | :will be communicated later |

IMPORTANT DATES AND INFORMATION

| | | |
|-----|--|---|
| 1. | Name of work: | Engagement of Professional Chartered Accountants for performing the Internal Audit of all the District Legal Services Authorities in the state of Haryana at District offices and HALSA at Headquarter for the financial years 2021-22 and 2022-23, which may be extendable for further two years after making 10% hike in basic rate/price (excluding taxes if any) each year, depending upon the work performance of the concerned/selected firm. |
| 2. | Implementing agency/Owner | Haryana State Legal Services Authority |
| 3. | Area / District Covered under the Bid | All the District Legal Services Authorities in the state of Haryana at District offices and HALSA at Headquarter |
| 4. | Management/Implementation period: | The tender will be valid for a period of 01 year, which may be extendable for further two years |
| 5. | All Kinds of Communication | Member Secretary, Haryana State Legal Services Authority, Plot No. 09, Sector 14, Panchkula |
| 6. | Earnest Money Deposit: | Rs 12,500/- |
| 7. | Tender Fee | Rs 1,000/- |
| 8. | Cost of Tender | Rs 1000/- |
| 9. | Bid validity: | 120 days from due date for submission |
| 10. | Last date of Submission: | 15.08.2023 till 16:00 hrs |
| 11. | Technical bid opening: | Will be communicated later. |
| 12. | Financial Bid opening | Will be communicated later. |

2. GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF TENDER

For the purposes of this Tender Document, the Haryana State Legal Services Authority, Panchkula shall be referred to as '**HALSA**' and the intending, participating and successful bidders to this Tender Document shall be referred to as '**BIDDER/CONTRACTOR**'

The tender document may also be downloaded from web site - www.etenders.hry.nic.in

1.1 Background

The firms will be responsible for conducting audit and submission of Audit report at HALSA, Plot No. 9, Sector-14, Panchkula of the job assigned to it as per the specifications given by the HALSA. The HALSA will be the sole judge of satisfactory execution of the job. The firms/agency might be called upon to submit the reports within the time frame fixed by the HALSA.

2.2 Procedure for submission of the proposal.

1. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
2. The HALSA reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the tender notice. Failure of the HALSA to undertake such verification shall not relieve the firm of its obligations or liabilities hereunder nor will it affect any rights of the HALSA thereunder.
3. In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the firm or the Team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Internal auditor. If the firm has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this tender document, be liable to be terminated, by a communication in writing by the HALSA.
4. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the firm. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the authorized signatory (on behalf of the firm) signing the Proposal. Proposals submitted without signature will be considered as incomplete and summarily rejected.

5. The Proposal shall be made in the Forms specified in this document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided.
6. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the reports by the HALSA and discharge of all obligations under the Agreement.

Award of the work

After selection, a Letter of Award shall be issued, in duplicate, by the HALSA to the Selected auditor and the Selected Auditor shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The LOA shall constitute the Agreement for the purpose of this assignment.

Proprietary data

All documents and other information provided by the HALSA shall remain or become the property of the HALSA. Auditor is to treat all information as strictly confidential till the official release of the Final document.

(A) INSTRUCTIONS

1. The Bidders who are interested in participating in the tender must read and comply with the instructions and the terms and conditions contained in the tender document.
2. The bids shall be filled in by the Bidder electronically and **only physical copies will be entertained for evaluation of Technical proposal.** The decision of HALSA to interpret the information and rates filled in by the Bidder shall be final and binding on the Bidder.
3. The Bidders are required to fill in complete and accurate details as required under the tender documents. Failure to furnish all the information as required under the bid documents or submission of a bid containing deviations from the contractual terms and conditions, specifications or requirements shall be treated and rejected as being non – responsive.
4. The Bidders are expected to carefully examine all instructions, forms, terms and specifications in the bid documents and to fully inform themselves as to all the conditions and matters which may affect the subject matter of the work/tender or the cost thereof.
5. If any errors, discrepancies or omissions are found in the documents or any Bidder is in doubt as to the true meaning or interpretation of any part, he shall seek necessary clarifications. However, no claim of any nature on account of any errors found in the tender documents shall be entertained.
6. The bids shall be required to be submitted within the time frames set out in the Notice Inviting Tender ('NIT') and bids submitted thereafter shall not be accepted and considered.
7. The tender documents shall not be transferable.
8. Conditional offers shall be rejected at the outset.
9. The Bidders shall bear all costs and expenses associated with and incidental to the preparation and submission of their respective bids, to attend meetings or conferences, if any, including any pre award discussion with the successful Bidder, technical and other presentations, etc. and HALSA shall not be liable in any manner for the same.
10. HALSA reserves the right to qualify/disqualify any applicant without assigning any reason.
11. HALSA reserves the right to scrap/ withdraw Tender at any point of time without assigning any reason.
12. HALSA reserves the right to reverse auction or negotiate with the bidders before finalization of Award of Contract.

(B) Earnest Money Forfeiture

The EMD will be forfeited if the BIDDER :

- (i) withdraws his tender after acceptance;
- (ii) withdraws his tender before the validity date of the tender;

(C) MODE OF SUBMISSION OF BID

The Bids shall be submitted electronically.

(D) OPENING OF BID

HALSA shall open the bids Technical and Financial bids on the scheduled date and time and reserves the right to change the timings at it's will.

(E) RIGHT OF REJECTION OF TENDER

1. HALSA reserves the right to accept or reject any bid or to cancel the Bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform or afford reasons to the affected bidder or bidders regarding the same.
2. HALSA reserves the right to split the scope & quantity to more than one agency among the Bidders.
3. HALSA reserves the right to disqualify any bidder if such bidder quotes any abnormally high or low rates in the bid document/price bid and prohibit such Bidder from future participation in any bid with HALSA.

No relaxations will be given as far as statutory requirements are concerned.

1. The Tenderer / Bidder should have minimum three years of experience in relevant field.
2. The Tenderer / Bidder may be a proprietor firm, partnership firm, Limited company, Corporate Body legally constituted engaged in printing services
3. There should be no case pending with the police against the Proprietor / Firm / Partner of the company (Agency), pending complaints, if any, shall also be included.
4. Service Tax Registration certificate/GST Registration.
5. PAN No. of the organisation / Firm
6. Should not have been blacklisted by the Departments/Ministries of the Govt. Of India/State Govt/PSUs. (Affidavit to be submitted)

(F) OTHER TERMS AND CONDITIONS

1. The Agency shall obtain necessary license, permit, consent, sanction, etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State or local Govt. as applicable to him or to this contract without any liability and responsibility to HALSA, whatsoever it may be.
2. The Agency shall bear all taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Agency shall furnish such proof of payment of compliance or the obligations including registration certificates, receipts, licenses, clearance certificates etc. as may be required by HALSA.

3. The Agency shall maintain good standard of audit, a warning note shall be issued to the agency specifically indicating the discrepancy and a deduction to the extent of 20% of the billed amount shall be levied on recommendation/approval of HALSA.

4. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for HALSA it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the HALSA.

5. HALSA shall pay the agreed amount on production of bill. No other charges of any kind shall be payable except as provided under the contract.

6. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.

7. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

8. The tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

9. In case of non-compliance/non-performance of the services according the terms of the contract, the HALSA shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.

10. The decision of HALSA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

11. All disputes shall be subject to jurisdiction at Panchkula Court only.

12. Copies of the proofs of all the above may be submitted in the envelope marked technical bid. (Hard Copy be provided).

(G) FINANCIAL TERMS

Payment Terms

(a) The agency shall be paid in stages as mentioned under:

(i) No Advance payment

(ii) The 25% of the contract value will be paid on the completion of the Audit and rest 75% on the submission of the Audit report after deducting respective TDS, if any.

(b) Any invoice submitted without essential documents shall be deemed to be incomplete and HALSA shall not be liable to process and pay the amounts on the invoices so raised.

(c) The Service tax/GST amount shall be shown separately on the invoice along with the applicable registration numbers.

(d) All the payments to be made to the agency by HALSA shall be made through NEFT/RTGS/DD only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.

Description of works

Engagement of Professional Chartered Accountants for performing the Internal Audit of all the District Legal Services Authorities in the state of Haryana at District offices and HALSA at Headquarter for the financial years 2021-22 & 2022-23, which may be extendable for further two years after making 10% hike in basic rate/price (excluding taxes if any) each year, depending upon the work performance of the concerned/selected firm.

| TECHNICAL BID/QUALIFICATION INFORMATION FORM | |
|---|--|
| 1 | Name of the applicant/organization/firm: |
| 2 | Address with Telephone No./Mobile No./Fax No./Email.ID : |
| 3 | Legal Status: Partnership Firm/LLP |
| 4 | Name and Designation of the individual (s) authorized to act for the organization/firm for this work |
| 5 | Particulars of Registration with various Government Bodies: Attach self attested Photocopies |
| | a. Registration No. and certificate of the firm: |
| | b. PAN : |
| | c. GST: |
| 6 | Similar work experience i.e. experience certificates with regard to audit of accounts only be disclosed-MINIMUM 3 YEARS (Copies to be enclosed) |
| 7 | Average Annual turnover in the last five years (Attach Audited balance sheets) |
| | a. 2017-18 |
| | b. 2018-19 |
| | c. 2019-20 |
| | d. 2020-21 |
| | e. 2021-22 |
| 8 | Was the applicant/applicant firm ever required to suspend the work for a period of more than six months continuously after you commenced the work? If so, give the name of the project and reasons of suspension of the work? |
| 9 | Has the applicant/applicant firm, ever abandoned the awarded work before its completion? If so, give the name of the work and reasons for abandonment? |
| 10 | Has the applicant/applicant firm, ever debarred/blacklisted for tendering in any of the Government Organization at any time? If so, give details. |
| 11 | Has the applicant/applicant firm/partners ever received any legal notice for professional misconduct? If so, give details. |
| 12 | 1. Has the applicant/applicant firm, ever been convicted by a court of law? If so, give details. |
| 13 | Any other information considered necessary but not included above. |

Signature of Applicant

TERMS AND CONDITIONS:

1. No Travelling and Lodging/ boarding charges will be reimbursed for visiting all the Offices of District Legal Service Authorities in the state of Haryana and HALSA at Panchkula. The 25% of the contract value will be paid on the completion of the Audit and rest 75% on the submission of the Audit report after deducting respective TDS, if any. The contract is extendable for further two years after making 10% hike in basic rate/price (excluding taxes if any) each year, depending upon the work performance of the concerned/selected firm.
2. An audit team visiting District Legal Service Authorities and HALSA office should have one Senior Chartered Accountant (possessing degree of CA/ICWAI) along with 1 or 2 Articles/ Assistants depending upon the quantum of the work.
3. One day session of interaction will be organized by this Authority at HALSA Head office, Panchkula before starting of Audit by your firm in which discussion of instructions/ orders issued by the Government as well this Authority for compliance by District Legal Service Authorities will be provided.
4. The Audit of all the District Legal Service Authorities in the state of Haryana including HALSA should be completed within three months.
5. An audit report will be drafted by your firm on the completion of the Audit and will be submitted to this Authority within fortnight after the completion of the audit. All the reports should be signed and stamped by a Senior Chartered Accountant of your firm giving significant comments. The report of each District Legal Service Authority and HALSA should be prepared separately mentioning therein the observations, shortcomings and significant suggestions etc., which require immediate attention of the Higher Authorities.
6. In case your Audit team found to be indulging in unethical practice(s), your firm will be blacklisted and all possible legal action will be initiated against your firm.
7. A declaration/ affidavit on Stamp paper is to be furnished by your firm that your firm is never blacklisted by the Government and no legal proceedings are pending against you in court of Law. In case the declaration is found incorrect, the assignment would get terminated besides the Chartered Accountant being liable for any action by the ICAI/Govt.

I/We hereby accept all the terms and conditions of the tender.

UNDERTAKING

(on the letter head of the applicant firm)

I/We, the undersigned, do hereby declare and undertake:

1. That we accept the terms and conditions of the tender document.
2. That our firm/partner firm has not been blacklisted/ debarred by any Government organization.
3. That none of partner or employee of our firm has any association/interest with HALSA.
4. That the firm/partner/employee will not disclose any information to anybody other than Member Secretary of HALSA.

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(Signed by an Authorized Officer of the Firm)

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Title of Officer

.....
Name of Firm

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Date