



# ODISHA STATE MEDICAL CORPORATION LTD.

(A Govt. of Odisha Undertaking)  
*(Assuring Quality, Saving Lives)*

Phone No. : (0674) 2380660,2380950

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No.OSMC/2023-24/SER-FIN/ 02

Date 07.12.2023

## **NOTICE INVITING PROPOSAL FOR ENGAGEMENT OF TAX CONSULTANT**

Sealed proposals are invited from eligible Chartered Accountant Firms for engagement of 'Tax Consultant' of Odisha State Medical Corporation Ltd., Bhubaneswar. The RFP document with all information relating to the tender process such as Eligibility Criteria, Terms & Conditions etc are available on the [www.oscml.nic.in](http://www.oscml.nic.in) which may be downloaded for reference. The RFP should reach the office of the undersigned through registered post/ speed post/ courier only by 3.00 PM on 02.01.2024 and the same will be opened at 4.00 PM on 04.01.2024. A Pre-Bid meeting of the prospective firms will be held on 19.12.2023 by 12.30 PM at Board Room of OSMC. The undersigned reserves the right to reject any or all the RFPs without assigning any reason thereof.

Sd/-  
Managing Director

Request for Proposal (RFP)  
For Engagement of Tax Consultant for the year 2024-25

**Issued By: OSMC Ltd., Bhubaneswar, Odisha.**



**ODISHA STATE MEDICAL CORPORATION LIMITED  
(A GOVT. OF ODISHA UNDERTAKING)**

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RFP Reference No. OSMC/2023-24/SER-FIN/02

Date: 07.12.2023

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**Background :-**

Odisha State Medical Corporation Limited (OSMCL) has been incorporated on 8<sup>th</sup> November 2013 under the Companies Act., 1956, in pursuance to the Government Resolution No. 8844 dated 26th June 2013, to act as an independent procurement agency for the Department of Health and Family Welfare, Government of Odisha. The OSMCL has the key functions like timely procurement of quality medicines, surgical, EIF (Equipment Instrument & Furniture), etc. for and on behalf of Govt. of Odisha or Govt. agencies through fair, transparent and competitive bidding process.

**1. Purpose of RFP**

The purpose of RFP is to “**appoint a Chartered Accountant firm as Tax Consultant in OSMCL**”. The firm must have experience in direct and indirect tax for consultation and assistance on tax and accounts related issues of the PSU. The firm should have competence to guide the Corporation on Service Tax (ST) / GST and any tax related matters.

**1.1 Notice Inviting Proposal**

- (i) **Proposals are invited from Chartered Accountant (CA) firms empanelled with Comptroller & Auditor General of India (C&AG) for Tax Consultant of Odisha State Medical Corporation (OSMC) for the year 2024- 25.**
- (ii) **The contract shall be initially for a period of one year, which may be renewed every year subject to satisfactory performance of the Firm and with the mutual consent of both the parties.**
- (iii) **Interested Chartered Accountant Firms can download the RFP document containing detailed terms and conditions, scope and eligibility criteria from the official website: [www.osmcl.nic.in](http://www.osmcl.nic.in). The cost of the RFP document is Rs.5900/- (Rupees Five thousand Nine hundred) only including GST which is non refundable. The cost of the RFP document shall be submitted in form of Demand Draft/ Pay Order in favour of Odisha State Medical Corporation Ltd., payable at Bhubaneswar from any Nationalised/ Scheduled Bank.**
- (iv) **The technical Proposal (Annexure-I )and financial proposal (Annexure-III) by eligible Chartered Accountant Firms shall reach the Office of the undersigned within due date and time (i.e date 02.01.2024**

at 3 P.M.) in the prescribed format and manner. Proposals received after due date and time shall be rejected. There is no system of receipt of proposal through drop box or by hand. Proposals shall be received only through registered post/ speed post/ courier service.

(v) Each Firm shall submit only one proposal. If a Firm submits more than one proposal, all the proposals submitted by that Firm will be rejected.

vi) Key Information:

Sl. No.	Particulars	Information
1	Start Date for sale or availability of RFP document in the official website.	12.12.2023
2	Last date and time for receipt of proposal	02.01.2024 up to 03.00 P.M.
3	Pre-Bid Meeting	19.12.2023 at 12.30 PM
4	Date and time for opening of proposals (Technical)	04.01.2024 at 4.00 P.M.
5	Address for submission of RFP	Odisha State Medical Corporation Ltd., Convent Square, Bhubaneswar-751001

**Note :** In case the closing date for sale of RFP document and last date for receipt of RFP happens to be a holiday for OSMC for any reason, the activity will be held on the immediate next working day at the same time & place.

**Sd/-**  
**Managing Director**  
**Odisha State Medical Corporation Ltd., Bhubaneswar**

## **Terms of reference (TOR) –**

### **2.1 Eligibility Criteria:**

The interested Bidders shall have to comply with the following criteria to participate in the tendering process:

- (a) Chartered Accountant firms those are empanelled with C&AG of India for the year 2023-24 only will be eligible for appointment of Tax Consultant. (Self-attested copy of latest Comptroller & Auditor General of India Empanelment Letter to be attached.)
- (b) Must have its Head Office (HO) in Odisha and Branch Office in Bhubaneswar/ Cuttack. Such office must exist within the State for not less than three years as on 1 January 2023 as per the Institute of Chartered Accountants of India (ICAI) Certificate (Self-Attested copy of Registration Certificate issued by Institute of Chartered Accountants of India to be furnished.)
- (c) The firm should have at least three full time partners / full time Employees having experience in Direct and Indirect Tax matters for the last three years as on March 31, 2023.
- (d) The firm should have an experience of at least three years as Tax Consultant and have experience in handling cases at Income Tax and GST
- (e) The firm should have served as Tax Consultants in at least one PSUs having turnover of ₹ 50 crore or more for the year of consultancy. (Audited Profit & Loss Account and balance sheet of the respective PSU to be furnished)
- (f) Must be registered with the Institute of Chartered Accounts of India for not less than 10 years as on the last date of submission of the RFP. (Self-Attested copy of Registration Certificate issued by Institute of Chartered Accountants of India to be furnished.)
- (g) Must be registered under Goods & Service Tax. (Self-Attested GST Registration Certificate to be furnished.)
- (h) Must be having minimum Average Annual Turnover of Rs. 50 lakh during the last 3 Financial Years i.e. 2020 – 21, 2021-22 and 2022 – 23 (Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets to be attached.

Provisional Profit & Loss Accounts and Balance Sheets will not be considered.)

## **2.2 Mandatory Criteria**

The Bidder must not have been blacklisted/ debarred either by the tender inviting authority or by any State Government/ Government of India Organisation and the blacklisting/ debarment does not subsist on the bid submission due date. The agency shall submit undertaking regarding the same on Non-Judicial Stamp paper of Rs.20/- as per **Annexure-IV**

## **2.3 Pre-Bid Meeting**

A Pre-Bid meeting of the interested parties shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder. During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authorised Representative. The OSMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

Date: 19.12.2023

Time: 12.30 PM

Venue: **Board Room of OSMC**

## **2.4 Scope of Work**

The applicant firms should have clear understanding of the current work culture and work flow of OSMC with respect to Accounting & Taxation

Scope of works includes the following, but not limited;

1. To advise/ give written opinions relating to the Income Tax matters as and when required by the Corporation. The professional competency for rendering legal opinion on the referred matter should be judicious and up to date
2. To keep aware of the Management, up to date amendments made to the Income Tax Act and compute Advance Tax/ Self assessment tax/ any other tax liability of each financial year/ Assessment year.
3. To prepare documents/ paper books, draft reply to notices under various Sections and assessment/ re-assessment and its compliance,

rectification if any, filing of stay petitions to get effective orders under IT Act.

4. To actively support the management to responds to the notices issued by the Income Tax Department in the faceless assessment proceedings.
5. To examine any order/ communication received from Income Tax Department and advice further course of action.
6. To follow-up with Income Tax Department for any refunds due/ TDS claims.
7. Review of and suggestion of Proper Advance Income Tax payable in each quarter timely and provision for annual/ quarterly Income Tax/ Deferred Tax liability of the Company.
8. To review the status of Total Income of the Company from tax point of view and suggest the measures to minimize the interest burden for variation in payment of various instalments of advance tax, self assessment tax etc.
9. To Prepare & filing of returns/forms required in Income Tax Act.
10. Views and opinion on TDS/ TCS or other tax issues raised by the company as and when required.
11. Evaluation of financial statements of the Company for suggesting tax savings means and its compliances.
12. Appear before the officers of the Income Tax Department for hearing in connection with the assessment proceedings on Income Tax and TDS Return.
13. Prepare and file appeals before the Commissioner of Income Tax (Appeals) / Income Tax Appellate Tribunal/High Court/Supreme Court/Appellate Tribunal, whenever necessary, and appearing on behalf of the Corporation for the hearing of such appeals.
14. Represent the Corporation/ attend hearing proceedings before Income Tax and taking further action that may be necessary for the expeditious disposal of pending matters of the earlier assessment years.
15. Verification of applicability of TDS, rates of TDS and filing of TDS/ TCS return on quarterly basis.
16. Computation of total income of employees of OSMC and calculation of TDS on yearly basis before March for correct deduction of TDS.

17. Preparation, Compilation, & Filing of GSTR 1, GSTR 3B & GST TDS on a monthly basis with GST Annual report.
18. Reconciliation of Books of account with GSTR returns on a regular basis/GST reconciliation, TDS reconciliation with books of accounts.
19. Review of applicability of reverser charge mechanism.
20. Preparing compliances to Notices of the GST Department based on information furnished by the management.
21. Segregation of input tax credit (ITC) between eligible and ineligible head and claim eligible ITC towards outward liability of GST.
22. Opinion on all Amendment to tax laws towards GST Tax
23. Analysis of expenditure and impact of GST on the expenditure for claiming ITC.
24. Preparation and verification of monthly Bank reconciliation Statement.
25. Filing of Professional Tax return.
26. Submission and filing of all tax report and return before the due date.
27. Any other assignment as and when require

#### **2.5 Payment & Price Validity**

- a) The payment towards fees shall be paid on monthly basis quoted by the Firm, as agreed by OSMC on submission of Tax Invoice after successful rendering of service during the respective month.
- b) OSMC shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the bidder under the agreement.

#### **2.6 Period of Engagement**

- a) The initial engagement shall be for the one year i.e 2024-25 which can be further renewed every year subject to satisfactory performance with the mutual consent of both the parties.
- b) The agency shall sign the contract (Format given in **Annexure-V**) and start providing services (actual engagement of personnel) within 21 days of issue of Letter of Award/ Intimation.

#### **2.7 Termination/ Suspension of Agreement**

- a) The contract can be terminated at any time prior to its completion by either Party with 60 days of notice period.
- b) The OSMC may, by a notice in writing suspend the agreement if the Firm fails to perform any of its obligations including carrying out the services, provided that such notice of suspension:

- (i) Shall specify the nature of failure, and
  - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- c) The OSMC after giving 30 days clear notice in writing expressing the intention of termination by stating the ground / grounds on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving reasonable opportunity of being heard to the firm –
- (i) If the firm does not remedy a failure in the performance of its obligations within 15 days of receipt of notice or within such further period as the Management (OSMC) have subsequently approved in writing.
  - (ii) If the firm becomes insolvent or bankrupt.
  - (iii) If, as a result of force majeure, the firm is unable to perform a material portion of the services in a period of not less than 60 days: or
  - (iv) If, in the judgment of the Management of OSMC, the firm is engaged in corrupt or fraudulent practices in course of providing the service.

### **3. Instructions of Bidders**

#### **3.1 Submission of the Proposal**

- a) The proposal shall be submitted in a sealed envelope with clear inscription as **“PROPOSAL FOR ENGAGEMENT OF TAX CONSULTANT OF ODISHA STATE MEDICAL CORPORATION LTD. (OSMCL), BHUBANESWAR, RFP REFERENCE NO. OSMC/2023-24/SER-FIN/.02 ”** on top of it before due date and time.
- b) The proposal shall contain two sealed envelope i.e one for “Technical Proposal” and other for “Financial Proposal”
- c) Any material omission in the proposal shall make the proposal unacceptable at the discretion of the management and the bid will be liable to be rejected.
- d) The proposal shall remain valid for a period not less than 120 days after the last date of submission of RFP.

#### **3.2 Contents of the proposal**

The technical proposal in addition to proof of eligibility shall contain:

- (i) All the information, documents and clarifications as required under **Annexure – I & ToR.**

- (ii) Copy of the RFP document signed on every page by the duly authorized signatory.
- (iii) Authorisation Certificate issued by the firm for the Signatory signing the documents submitted to OSMCL for this tender.

### **3.3 Evaluation & Award Of Contract**

- a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The **score of Technical Proposal** would be the arithmetic sum of the marks assigned to the firms under each parameters listed in **Annexure-II**. The firm is required to achieve minimum technical score of 60 marks (Benchmark score)
- c) The financial proposals of only those firms who will qualify in the technical evaluation will be opened.

d) **Evaluation of Financial Proposal:**

The financial score shall be determined by the authority as per formula below:

$$F_s = 100 \times L_p / P_b$$

**Where  $F_s$  = Financial Score**

**$L_p$  = Lowest price quoted by bidder**

**$P_b$  = Price of the concerned bidder whose evaluation is to be made**

e) **Calculation of Final Score:**

- i) The final score will be calculated as per the weightage given to the Technical and Financial Proposals which are 70% and 30% respectively.
- ii) Firms shall be ranked according to their combined Technical Score ( $T_s$ ) and Financial Score ( $F_s$ ) using the weights as stated below:

$$\text{Final Score (S)} = 70\% \text{ of } T_s + 30\% \text{ of } F_s$$

**iii) The firm having highest final score would be awarded the contract.**

**iv)** In case two or more firms having same final scores, the firm having highest technical score shall be awarded the contract.

**f)** Any effort by a firm to influence OSMC in its decision on bid evaluation or placement of Work Order may result in rejection of the firm's offer.

- g) Any legal dispute arising out of this is subject to Bhubaneswar jurisdiction only.

**4. SPECIAL CONDITIONS OF CONTRACT**

- a) OSMC may advise the firm to disengage any of its staff from service with 24 hours prior intimation, in case the management of OSMC found any negligence on the part of that particular staff.
- b) The firm shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.
- c) In case of any damage / pilferage caused to the property of OSMC due to mishandling, carelessness of the firm's personnel, the same shall be recovered from the firm adjusting the amount against their bill.
- d) The persons deployed shall, during the course of their work, will have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the firm liable for penal action under the applicable laws besides action for breach of contract.
- e) The Management shall provide suitable place for sitting for the deployed persons.
- f) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and OSMC shall provide TDS certificate to the Agency.
- g) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Firm, penalty would be imposed by the OSMC proportionate to the extent of default / non-compliance.
- h) OSMC shall not be responsible for any financial loss or any injury to any person deployed by the Firm in the course of their performing the functions / duties or for payment towards any compensation.
- i) The Firm shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his / her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Firm.
- j) The firm shall not sublet, transfer or assign the contract or any part thereof to any other person/ firm/ consulting company/ organisation.
- k) OSMCL reserves the right to cancel, modify and alter any of the terms of the tender without assigning any reason thereof.

## **5. Penalty Clauses**

In order to ensure timeliness on the part of the Consultant, OSMCL may deduct a penalty @ 1% per week subject to maximum 10% of the contract value.

**Profile of the Applicant**  
**(To be furnished along with the Technical Proposal Cover “A”)**

Sl. No.	Particulars	Details
1	Name & Address of the CA Firm	
2	Permanent Account Number (PAN)	
3	Constitution and Date of Incorporation / Registration. (Self-attested copy of Certificate of Incorporation / Registration to be furnished.)	Date of Incorporation / Registration : Date of Opening of Main Office
4	Date of Registration with Institute of Chartered Accountants of India (Self-attested copy of Registration Certificate issued by Institute of Chartered Accountants of India to be furnished.)	Date :
5	Year of empanelment with Comptroller & Auditor General of India. (Self-attested copy of latest Comptroller & Auditor General of India Empanelment Letter to be attached.)	
6	No. of FCA Partners as on 1 <sup>st</sup> January, 2023. (Self-attested copy of latest Constitution Certificate from Institute of Chartered Accountants of India to be furnished.)	
7	Name, Designation, Contact No. and Address of the Contact Person.	
8	Years of experience (as on 31 <sup>st</sup> March, 2023) serving as Tax Consultancy of Public Sector Undertakings (PSU) (Self-Attested copies of Appointment Letters/ Agreements/ Work Orders issued by such PSUs )	
9	No. of Staff of the Firm (Self-Attested copy of documentary evidence in this respect to be furnished.)	
10	Date of Registration under GST. (Self-Attested Service Tax Registration Certificate to be attached.)	
11	Annual Turnover of the Firm for last 3 Financial Years i.e. 2020-21, 2021-22 & 2022-23. (Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets to be attached. Provisional Profit & Loss Accounts and Balance Sheets will not be considered.)	F.Y. Turnover (Rs. in Lakh) 2020-21 : 2021-22 : 2022-23 :
12	Any other details the Firm would like to furnish (Example – Awards & Accreditations)	

**Note :**

- (i) Information may be furnished in separate sheet(s) wherever necessary.
- (ii) In case of documents, they should be self attested photocopies.

Date :

Place :

**Authorised Signatory**

**STANDARD FORMAT FOR EVALUATION OF TECHNICAL PROPOSAL**

Name & Address of the CA Firm :				
<i>(For office use only)</i>				
<b>Sl. No.</b>	<b>Criteria</b>	<b>Maximum Marks</b>	<b>Marks obtained</b>	<b>Remarks</b>
1	No. of years of Registration with the Institute of Chartered Accountants of India : a) Between 10 to 12 years – 5 marks. b) Above 12 years up to 15 years – 7 marks c) Above 15 years – 10 marks	10		
2	No. of FCA Partners : a) Between 3 to 5 nos. – 10 marks. b) Between 6 to 8 nos. – 12 marks. c) Above 8 nos. – 15 marks	15		
3	Years of Experience in Tax Consultant a) Between 3 to 5 years – 15 marks b) Above 5 years, upto 10 years – 20 marks c) Above 10 years – 25 marks	25		
4	Nos. Of PSU having turnover of Rs.50 crore or more in which the firm has served as Tax Consultant a) For 1 nos. – 10 marks b) Above 1 nos., upto 3 nos. – 20 marks c) Above 3 nos. – 30 marks	30		
5	Annual Turnover (last three Financial Years i.e. 2020-21, 2021-22 & 2022-23) : a) Between Rs. 50.00 lakh to Rs. 75.00 lakh – 10 marks b) Above Rs. 75.00 lakh to Rs.100.00 lakh – 15 marks c) Above Rs. 100.00 lakh – 20 marks	20		
<b>TOTAL</b>		<b>100</b>		

**FINANCIAL PROPOSAL FORMAT****Tender Document No.****To****Sir,**

I/we hereby submit our proposal for the selection of Tax Consultant for OSMCL in accordance with the terms and condition 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 the terms and condition as well as scope of work		

**Note:**

1. The financial quote shall include remuneration and all other expenses towards the service as per the terms and condition as well as scope of work.
2. The financial quote shall be excluding the GST which will be payable extra as per the applicable rate

**Name of the Authorised signatory**

**Signature of the Authorised signatory**

**(To be furnished in the technical proposal)**

**Format for Affidavit certifying that Entity / Promotor(s) /Director(s)/Partners of Entity are not blacklisted (On a Stamp Paper of Rs.20/-)**

**Affidavit**

I, M/s. .... (the name of the agency/Firm with address of the registered office) hereby certify and confirm that we or any of our promoter(s) / Director(s) are not barred by Department of Health & FW, Govt. of Odisha / or any other entity of GoO or blacklisted by any State Government or Central Government / Department / Organization in India from participating in Tenders as on \_\_\_\_\_ (Date of Signing of this proposal).

We further confirm that we are aware that, our proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period.

Dated this .....Day of ....., 2023

Authorized Signatory/Signature [In full and initials]:

Name and Title of Signatory:

(Organization Seal)

**FORMAT FOR AGREEMENT**

**AGREEMENT**

1. An agreement made this.....day of 2024 BETWEEN Odisha State Medical Corporation Ltd. (OSMC), Bhubaneswar (hereinafter called "1st Party") of the one part AND <insertnameandaddressoftheserviceprovider> (hereinafter called "2nd Party", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2<sup>nd</sup> Party has been selected by OSMC through an open tender issued vide Reference No.....dated ....., and accordingly the letter of award was issued vide No.....dated..... inviting to execute the contract.
3. And whereas the 2<sup>nd</sup> Party agreed to serve as Tax Consultant of OSMC, Bhubaneswar as per the provisions in the RFP document.

**NOW THESE PRESENT WITNESSES AS FOLLOWS :**

4. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
  - a) RFP Terms of Reference;
  - b) Submissions and Declaration as part of the Proposal submitted;
  - c) Notification of Award issued by the Authority.
  - d) Special Conditions of Contract
  - e) Penalty Clauses
5. In consideration of the payments of Rs.....(in words.....) to be made by the 1<sup>st</sup> Party to the 2<sup>nd</sup> Party, the 2<sup>nd</sup> Party hereby covenants with the 1<sup>st</sup> Party to provide the agreed Services in all respects as per the provisions of this Contract.
6. The 1<sup>st</sup> Party hereby covenants to pay the 2<sup>nd</sup> Party in consideration of the provision of the agreed services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.
7. The description of the services to be rendered by the 2<sup>nd</sup> party under this contract and their prices as offered by the 2<sup>nd</sup> party and accepted by the 1<sup>st</sup> party are as under:

**8. PRICE**

8.1 The price shall be firm and fixed during the period of contract. Service tax shall be paid at the rate as applicable.

**9. PAYMENT**

9.1 The payment shall be made to the 2<sup>nd</sup> party on monthly basis.

9.2 The 2<sup>nd</sup> party shall submit the monthly bill within 1<sup>st</sup> week of the month following the end of preceding month.

**For and on behalf of the Agency**

**For and on behalf of the Corporation**

**Authorised Signatory**

**< Authorised Signatory >**

**Name and Address of the Agency**

Date :

Date :

1. Witness

1. Witness

2. Witness

2. Witness