

THE HYDERABAD AGRICULTURAL CO-OPERATIVE ASSOCIATION LIMITED
Regd. No. 20005 (ISO 9001 : 2008)
#5-10-193, 2nd floor, HACA Bhavan, Opp: Public Gardens, Hyderabad-500004.



Tender Notice No: 01/HACA/Audit/Statutory Audit/2024-25, Date: 30-08-2024

Invitation of e-tenders for Selection of Chartered Accountant firm to conduct Statutory Audit, Tax Audit Report, filing of Income Tax TDS Returns and filing of IT returns for the financial years 2023-24, & 2024-25 (2 years) in the Branches (10) and Head Office of The Hyderabad Agricultural Co-operative Association Ltd, Hyderabad.

The Hyderabad Agricultural Co-Operative Association Limited
(HACA Ltd)
(Regd. 20005) (ISO 9001 : 2008)
#5-10-193, 2nd floor, HACA Bhavan, Opp: Public Gardens, Hyderabad-500004.
Ph. No.040-23235029
Email ID : mdhaca@gmail.com

Disclaimer:

The information contained in this Terms of Reference (ToR) or subsequently provided to bidders whether verbally or in any other form by or on behalf of the Managing Director, The Hyderabad Agricultural Co-operative Association Ltd., (HACA) or any of the employees or advisors on the terms and conditions set out in this ToR.

The ToR is not an agreement and neither is an offer nor invitation by the HACA to the prospective Bidders or any other person. The purpose of the ToR is to provide interested parties with information that may be useful to them in formulation of their Bids pursuant to this ToR.

Information provided in this ToR to the Bidders 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 HACA Ltd accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Managing Director, HACA Ltd., and employees and advisors make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or terms, 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 this ToR or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the ToR and any assessment, assumption, statement or information contained therein or deemed to form part of this ToR or arising in the way in this Selection process.

The Managing Director, HACA Ltd., Hyderabad also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this ToR.

The Managing Director, HACA Ltd., may in his absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this ToR.

The issue of this ToR does not imply that the M.D., HACA Ltd., is bound to select a Bidder or to appoint the selected Applicant, as the case may be and the HACA Ltd., reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

Time and Quality is of essence, the M.D., HACA Ltd., reserves the right to go ahead with the bid process in case of single bidder. It is also not bound to accept the lowest financial offer and may negotiate with the most technically qualified bidder.

The Bidder shall bear all the costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the M.D., HACA Ltd., or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will be borne by the Bidder and the M.D., HACA Ltd., shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or in submission of the proposal, regardless of the conduct or outcome of the selection process.

The M.D., HACA Ltd., reserves the right to accept or reject any bid without assigning any reasons thereof and to add, modify or delete any of the terms and conditions without any prior notice.

Conditional bids are not acceptable and are liable for rejection. Bidders are advised to study this tender document along with Corrigendum (if any) carefully before submitting their proposals.

**The Hyderabad Agricultural Co-Operative Association Limited
(HACA Ltd)**
OFFICE OF THE MANAGING DIRECTOR, HACA LTD, HYDERABAD.

General Information About Tender

T.Doc.No.01/HACA-Accts/Statutory Audit/2023-24

Date: -08-2024

e-TENDER NOTIFICATION

**“e-TENDER FOR SELECTION OF CHARTERED ACCOUNTANT FIRM TO CONDUCT
STATUTORY, SUBMISSION OF TAX AUDIT REPORT, FILING OF INCOME TAX TDS
RETURNS and FILING OF IT RETURNS FOR THE FINANCIAL YEARS 2023-24 &
2024 -25 THE HYDERABAD AGRICULTURAL CO-OPERATIVE ASSOCIATION LTD
(HACA LTD)”**

The Managing Director, HACA Ltd., invites e-Tenders for Services Category for “Conducting Statutory Audit, Submission of Tax Audit Report, filing of Income Tax TDS Returns and filing of IT returns for the financial years 2023-24 & 2024-25 as per the eligibility, terms and conditions, specifications mentioned are as follows.

The details of work/ items are here under:

1. Bids should be submitted only on e-Procurement Website – <https://tender.telangana.gov.in>.
2. EMD should be valid for 90 days from the date of opening of bids.
3. The M.D., HACA Ltd., reserves the right to accept or reject any bid without assigning any reasons thereof and to add, modify or delete any of the terms and conditions without any prior notice.
4. Conditional bids are not acceptable and are liable for rejection.
5. Bidders are advised to study this tender document along with Corrigendum (if any) carefully before submitting their proposals.

The e-Tender Schedule issue, last date for submission & other details are as follows.

1	Department Name	MANAGING DIRECTOR, THE HYDERABAD AGRICULTURAL CO-OPERATIVE ASSOCIATION LIMITED (HACA LTD)
2	Tender Number	e-Tender No.01/HACA LTD-Accts/Statutory Audit/2023-24, Date: 01-09-2024
3	Tender Category	Services
4	EMD	Rs.25,000/- (Rupees Twenty Five Thousand only) by way of DD drawn infavour of the Managing Director, HACA LTD on any nationalized bank payable at Hyderabad.
5	Cost of Tender Document/ application Fee	Rs. 2,950 /- (Rupees Two Thousand and Nine hundred and Fifty only) by way of DD drawn in favour of the Managing Director, HACA LTD any nationalized bank payable at Hyderabad. (Non-Refundable)

6	Bid Calling Date	On e-procurement market place https://tender.telangana.gov.in Date: 01-09-2024 from 11.00 AM
7	Date and time of submission of online bid	From Date:01-09-2024, 11.00 AM to Date: 05-09-2024, 3.00PM
8	Bid Submission	Online only.
9	Schedule Sale Closing Date	Date: 05-09-2024, 3.00 P.M.
10	Bid Submission -Hard copies	The following documents are to be submitted physically to the Managing Director, HACA LTD before 1.00 pm on Date:06-09-2024. 1. Application fee DD of Rs.2,950/- (Rupees Two Thousand Nine Hundred and Fifty only) 2. EMD DD of Rs.25,000/- (Rupees Twenty Five Thousand only) Previous service experience and sample papers as per specifications mentioned in the e-Tender of bid which were uploaded online.
11	Bid Validity	90 days from the date of opening of the Bid
12	Pre-Bid Meeting	Date: 02-09-2024 @ 3:00 PM at O/o The Managing Director, HACA LTD, #5-10-193,11 nd Floor, HACA Bhavan, (Opp. Public Gardens) Hyderabad-500094.
13	Pre-Qualification/ Technical Bid Opening Date (Technical bid stage)	Date: 06-09-2024, 11.30 AM
14	Price bid opening date (Financial bid stage)	Date: 06-09-2024, 04.00 PM
15	Place of tender opening	O/o. The Managing Director, HACA LTD, #5-10-193,11 nd Floor, HACA Bhavan, (Opp. Public Gardens) Hyderabad-500094. Ph. No.040-23235029 Email ID : mdhaca@gmail.com
16	Eligibility Criteria	As per Tender Document

Annexure - I

Terms of Reference (ToR) for Statutory/Financial Audit for the F.Ys. 2023-24 & 2024-25

I. Introduction:

The Hyderabad Agricultural Cooperative Association Ltd., (HACA) Hyderabad is a Telangana state owned multi state Cooperative Institution Since 1949 for promoting the interests of farmers, PACS's, FPO's and DCMS's to organize the marketing of Agricultural products.

The e-Tender is called for, to conduct **Statutory Audit, Submission of Tax Audit Report, filing of Income Tax TDS Returns and filing of IT returns for the financial years 2023-24 & 2024-25** for all the HACA Ltd having Branches (10) out of (9) are state of Telangana (1) is Managalagiri, Andhra Pradesh and, Head Office at Hyderabad (1) Groceries Counter, (1) Godown at Janakampet, Nizamabad Dist. (1) Godown at Nalgonda under the Control of the Managing Director, HACA Ltd.

II. Objective of audit services:

The books of accounts as maintained by the HACA Ltd shall form the basis for preparation of the financial statements.

The objective of the audit of the financial statements i.e. Balance Sheet, Income & Expenditure. Receipts & Payments, together with relevant accounting policies, notes to accounts and schedules such as Bank Reconciliation Statements, Statement of Funds Position, Reconciliation of Expenditure as per Audited Financial statements is to be enable the auditor to express a professional opinion as to whether:-

- The Financial Statements give a true and fair view of the Financial Position of the HACA Ltd at the end of fiscal year and of the funds received and expenditure incurred for the accounting period ended March, 31 financial year.

III. Coverage:

The units covered along with head office branch records are at in head office Hyderabad are as follows:

S. No.	Branches	District
1	2	3
1	Head Office	Hyderabad
2	Ranga Reddy	Hyderabad
3	Nalgonda	Nalgonda
4	Nizamabad	Nizamabad
5	Warangal	Warangal
6	Karimnagar	Karimnagar

7	Nirmal	Adilabad
8	Mahabubnagar	Mahabubnagar
9	Sangareddy	Medak
10	Khammam	Khammam
11	Mangalagiri	Guntur, Andhra Pradesh

IV. SCOPE OF AUDIT:

A) Audit and Accounting Standards

The audit should be carried out in accordance with Indian Standards of Auditing (ISA), and will include such tests and controls, as the auditor considers necessary under the circumstances. Specific areas of coverage of the audit will include an assessment of whether the financial statements have been prepared in accordance with consistently applied Indian Accounting Standards (IAS) and give a true and fair view of the operations of the corporation during the period and the financial position of fiscal year. Any material deviation from "Indian Accounting Standards" and the impact of such departures on the financial statements as presented would be stated. The audit should be carried out as per the operational guidelines duly following the documents/records.

1. Vouchers with reference to supporting documents and as per norms.
2. Trial Balance including the verification of opening ledger balances and suggesting reversal/year end entries wherever necessary.
3. Provisions for depreciation on fixed assets.
4. Detailed schedule of interests received on implementing agencies of accrued interest.
5. Financial Statement shall include the following:-
 - a) Balance Sheet.
 - b) Income and Expenditure account for the year ending on 31st March.
 - c) Other Schedules to the Balance Sheet as appropriate, but which shall include
 - Statement of Fixed Assets in the form of a Schedule.
 - Statement of Loans and Advances (Age-wise analysis).
 - Schedule of all Cash and Bank Balances (supported by bank reconciliation statements).
 - Notes on Accounts showing the accounting policies followed in the preparation of accounts and any other significant observation of the auditor.
 - Auditor shall have to specify the significant observations, including internal control weakness for each program and also specify the institution to which these relates to enable/facilitate appropriate follow up action.
6. All Fund Transfer Orders (FTOs) shall be verified with relevant sanctioned orders, vouchers and bills including salary bills approved by competent authority.
7. Transactions in accordance with State Government norms and schemes guidelines.
8. Physical stock of fixed assets, vehicles, Random audit of Stocks etc.
9. Review of Bank Reconciliation.

10. Staff Loans/Advances and recoveries.
11. Outstanding advances and settlement of advances.
12. Asset Register, Security Deposits Register, EMD Register and Liability Register, etc.
13. Review of Internal Auditor's Reports and comments.
14. The Audit shall be conducted at the Head Office of HACA Ltd, located at Hyderabad.

B) Income Tax related matters

1. Preparation of replies to Income Tax Department in respect to Notices received by the HACA Ltd and appearing for the hearings including previous years.
2. Preparation and filing of yearly Income Tax Returns of the HACA Ltd.
3. Filing of Tax Audit & TDS Returns.
4. Providing Advice/Opinion on all matters related to TDS/TCS issues whenever requested by HACA Ltd.
5. Providing of information changes in IT Rules/Acts from time to time. If any.

V. Deliverables:

Statutory Audit Reports for each Financial year, Submission of Tax Audit Report, filing of Income Tax TDS Returns & Income Tax Returns

1. Audit reports for the each financial year on Finance and Accounts performance of the Corporation along with the reports of all the Branches with observations to be submitted to the Managing Director, HACA Ltd.
2. The Statutory Audit on accounts of Branches and Head Office, Audit of Trial Balance, financial Statements, Schedules, Notes and any other reports required as per prevailing laws of the Corporation and preparation by 15th August of each year.
3. The Auditor along with the audit reports, shall provide to the management, "**A Management Letter**" highlighting the findings during audit which will inter-alia include:
 - a. Comments and observations on the financial management records, systems and controls that were examined during the course of review.
 - b. Adequacy and effectiveness of accounting, financial and operational controls.
 - c. Deficiencies and areas of weakness in systems and controls and recommendations of their improvements.
 - d. Compliance with established policies, plans and procedures.
 - e. Reliability of accounting systems, data and financial reports.
 - f. Verification of assets and liabilities etc.,
 - g. Integrity, controls, security and effectiveness of the operation of Tally computerized Accounting system.
 - h. Matters that have come to attention during the audit might have a significant impact on the implementation of the project and
 - i. Any other matter that the Auditor considers pertinent to note.

VI. Eligibility Criteria:

1. **Selection through Open Tender System:** The selection of the Auditor should be through an Open Tender basis.
2. **C&AG empanelled audit firms:** Chartered Accountant firms those are empanelled with C&AG for the year 2022-23 or 2023-24 only will be eligible for the Statutory Audit of the HACA Ltd.

3. The firm shall have its Registration and Head Quarters at Hyderabad. Documentary proof of addresses has to be enclosed.
4. Firms have to give an undertaking that the audit team members are proficient in State Official language (both oral and written) and will be headed by a Chartered Accountant on regular basis.
5. The firm should have permanent establishment in Telangana State to participate in tender process.
6. The firm should have the experience in conducting Audit of Government / Semi Government organization for 3 years in last six years excluding banks. The details / documents of evidence have to be enclosed.
7. Participating bidders will have to pay a **tender application fee (non-refundable) of Rs.2,950/-** (including 18% GST) in the form of a Demand Draft in favour of the **Managing Director**, The Hyderabad Agricultural Co-operative Association Ltd., Hyderabad.
8. **Earnest Money Deposit (EMD) of an amount of Rs.25,000/-** as Demand Draft in favour of the Managing Director, The Hyderabad Agricultural Co-operative Association Ltd., Hyderabad.
9. If Bids received without tender application fee, the tender application and EMD will be rejected.
10. The Chartered Accountant Firm should have minimum turnover of **Rs.25.00** Lakh (Rupees Twenty Five lakh only) per annum during the last year and it should be as per the IT returns filed by the consultant firm. Copy of IT Return for last year i.e. 2022-23 should be enclosed.
11. The Chartered Accountant Firm should have a minimum standing experience of 5 years.
12. The Firm should not have been cautioned or apprehended by ICAI in the past 5 years.
13. The Firm should have at least 2 full time FCA/FCA Partner in Firm. Should have sufficient qualified and experienced staff.
14. The CA Firm should submit Service Tax / GST Returns for last year i.e. 2022-23 to be submitted.
15. Income & Expenditure statement of accounts and balance sheet for last 3 years viz., 2020-21, 2021-22 and 2022-23 have to be submitted.
16. Annexure II, III, IV and V duly filled in with supporting documents.
17. The employees of the firm should have acquainted with Tally ERP Accounting Systems.
18. If the firm block listed by any State Government Organization or Central Government Organization will be disqualified from the Tender.
19. The firm selected for internal audit for HACA Ltd will not be considered for Statutory Audit.
20. Firms fulfilling the above conditions will be considered for financial bid evaluation.

VI) Contract Value of the BID

The audit fee (including all taxes) prescribed is as follows.

1. While quoting the rate, the tenderer shall write the amount in figures as well as in words without any corrections or over writing, in case of discrepancy the rate quoted in words only will be taken into consideration.

2. Minimum Fee of Rs.1,50,000/- (excluding taxes) per financial year for Statutory Audit, submission of Tax Audit Report, filing of Income Tax TDS Returns and filing of IT returns as per Income Tax Rules.
3. The fee for second year will be increased by 5% on the previous year fee/contract value.
4. The bids of those Firms which are technically qualified are only considered for financial bid evaluation.
5. The lowest quoted tender will be awarded the contract.

VII. Evaluation of Financial Proposal

The Audit firm has to quote price both in words and figures in **annexure V**

VIII. Combined and final evaluation:

A two-stage procedure will be adopted in evaluating the proposals: i) a technical evaluation will be carried out prior to opening of any financial proposal; ii) After completion of Technical evaluation, all qualified firms will be invited for opening of the financial proposals and least cost quoted firm will be selected.

IX. Submission of proposal

- a) The Bidder shall provide all the information sought under this **Terms of References (ToR)** would evaluate only those Bids that are received in the specified forms and are complete in all respects.
- b) Bidders should note the **Bid Due Date (BDD)**, for submission of Bids. Except as specifically provided in this ToR, no supplementary material will be entertained, and that evaluation will be carried out only on the basis of documents received by the closing time of BDD. (Bidders will ordinarily not be asked to provide additional material information or documents after the date of submission, and unsolicited material if submitted will be summarily rejected).
- c) Bidders shall submit the technical proposal in the formats provided (the "Technical Proposal") while submitting the Technical Proposal, the Bidder shall, in particular, ensure that:
 - i. All the forms are submitted in the prescribed formats and signed by the prescribed signatories with seal.
 - ii. Signed Curriculum Vitae (CV) of team leader has been included in the line with conditions of eligibility.
 - iii. CVs shall contain an undertaking from the team leader about his/her availability for the duration specified in the ToR.
 - iv. Key Personnel proposed shall have good working knowledge of Telugu & English language.
- d) Failure to comply with the requirements spelt out shall make the Proposal liable to be rejected.
- e) If an individual makes a false declaration regarding his/her qualification, experience or other shall be liable to be debarred for any future assignment for a period of 3 (three) years. The award of this work to the Bidder will also be liable to cancellation in such an event.
- f) The Technical Proposal shall not include any financial information relating to the Financial Proposal.

- g) The Managing Director, HACA Ltd reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the ToR. Any such verification or the lack of such verification by the Managing Director, HACA Ltd, to undertake such verification shall not relieve the Bidder of its obligations or liabilities here under nor will it affect any rights of the Managing Director, HACA Ltd, there under.
- h) In case it is found during the evaluation or at any time before issuance of **Letter of Agreement** (LOA) or after its issuance, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the selected bidder by issue of the LOA and if the Selected Bidder has already been issued the LOA, the same shall, notwithstanding anything to the contrary contained therein or in this ToR, be liable to be terminated, by a communication in writing by the Managing Director, HACA Ltd without being liable in any manner whatsoever to the Selected Bidder, as the case may be.
- i) Bidders shall submit the financial proposal in the given format clearly indicating the cost of the services in both figures and words, in Indian Rupees, and signed by the Bidder's authorized representative. In the event of any difference between figures and words, the amount indicated in words shall prevail.
- j) While submitting the Financial Proposal, the Bidder shall ensure the following:
- i. All the costs associated with the assignment shall be included in the Financial in words shall prevail.

Proposal. These shall normally cover remuneration for all the Personnel, experts required, accommodation, air fare/ local travel in the state, equipment, stationary, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - ii. The Financial Proposal shall consider all expenses and tax liabilities including GST. GST shall be included in the financial proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - iii. Costs shall be expressed in Rupees.
- k) The complete printed and sealed proposal must be delivered on or before the specified time on BDD. Bids submitted by fax, telex or email or any other means shall not be entertained.
- l) The Proposal shall be made as per the terms and conditions specified in this ToR. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- m) Bids should be submitted on the BDD at the address provided in the matter and form as detailed in this ToR. A receipt thereof should be obtained from the persons specified therein.

- n) The Managing Director, HACA Ltd may, in his sole discretion, extend the BDD by issuing an Addendum uniformly for all Bidders.
- o) Bidders are advised that the selection shall be based on an evaluation by Managing Director, HACA Ltd through the Selection Process specified in this ToR. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Managing Director's decisions are final and binding without any right of appeal whatsoever.
- p) **Late Bids:** Bids received by The Managing Director, HACA Ltd after the specified time on BDD shall not be eligible for consideration and shall be summarily rejected.
- q) **Modification/ substitution/ withdrawal of Bids:** The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by Managing Director, HACA Ltd prior to BDD. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the BDD. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in, with the envelopes being additionally marked "Modification", "Substitution" or "Withdrawal", as appropriate. Any alteration/ modification in the Proposal or additional information or material supplied subsequent to the BDD, unless the same has been expressly sought for by Government, shall be disregarded.
- r) **Earnest Money Deposit (EMD):** An Earnest Money Deposit (EMD) in original shall be placed in an envelope and marked as – EMD (ToR for selection of agency for evaluation of schemes being implemented by the Managing Director, HACA Ltd and not to be opened except in the presence of Tender Evaluation Committee. This envelope shall be placed along with the "Original Technical Proposal". Bids received without the specified Earnest Money Deposit will be summarily rejected. The Managing Director, HACA Ltd will not be liable to pay any interest on Earnest Money Deposit. EMD of unsuccessful bidders shall be returned, without any interest, post issuance of the work order to the selected bidder or if the selection process is cancelled by the Client. The selected Bidder Earnest Money Deposit shall be returned without any interest after 2 months of completion of the work order. The Managing Director, HACA Ltd will be entitled forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to the HACA Ltd in regard to the ToR without prejudice to Government's any other right or remedy under the following conditions:
 - i. If a Bidder engages in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this ToR.
 - ii. If any Bidder withdraws its Proposal during the period of its validity as specified in this ToR and as extended by the Bidder from time to time.
 - iii. In the case of the Selected Bidder, if the Selected Bidder fails to accept the work order within the specified time limit, or
 - iv. If the Bidder commits any breach of terms of this ToR.

Note:

- a) Consortium Bidding /Subcontract in any form is not permitted.
- b) No Representations on Evaluation is acceptable. Evaluation Committee's decision will be final.
- c) Bidder shall not have conflict of interest that may affect the bidding process or the bidder (the "Conflict of Interest"). Any applicant found to have a Conflict of Interest shall be disqualified.
- d) Managing Director, HACA Ltd reserves the right in considering/not considering the bids.

X: Bidding Procedure:

The bidder shall submit (2) proposals – Technical Qualification proposal and Financial Proposal as per Annexures / Appendices on e-procurement portal. The bidder should upload all the ink signed required formats and documents as mentioned in the tender document. The bid and relevant documents submitted in e-procurement portal shall only be considered for evaluation of Tender.

The Evaluation Committee reserves the right to seek clarification from bidders on the bid (if required) and may disqualify the bidder for mistakes and non-submission of clarifications/gap documents.

Forms with relevant supporting documents to be submitted:

Technical Bid Proposal – **Annexure –II & Annexure –IV**

- i. General Information of the Bidder.
- ii. Local Office address along with phone, mobile email id.
- iii. Financial Turnover.
- iv. Past Experience details.
- v. Non-Blacklisting Self Declaration Certificate
- vi. Application Fee & EMD.
- vii. Technical proposal on Project scope, Understanding of the project & execution plan.

XI. General Terms & Conditions:

1. **Period of Appointment:** The period of assignment of CAs will be not more than 2 years. Based on performance in the first year, the assignment for the second year will be renewed only up on the satisfactory performance in the first year.
2. The successful bidder will have to enter in to an agreement within one week from the date of award of contract on a non-judicial stamp worth Rs.100/- failing which the EMD will be forfeited besides black listing the firm and the contract will be awarded to next lowest bidder with L1 rate.
3. If any tenderer withdraws tender before the bid validity period, EMD will be forfeited.
4. No interest will be paid on EMD and Security Deposit amount.
5. The award of contract is at the sole discretion of the Managing Director, HACA Ltd and no complaints shall be entertained in this regard.
6. In case of successful bidder, the EMD along with the Security deposit amount, without interest will be paid after six months from the date of expiry of agreement subject to fulfilling all other

conditions. The successful bidder will have to adhere to the terms and conditions of contract and breach of contract will result in forfeiture of EMD / Security Deposit apart from penal action.

7. **Force Majeure:-** Events under Force Majeure shall not be liable for forfeiture of performance security, liquidated damages. The party affected by Force Majeure shall not assume any liability under this Agreement. However, subject to the party affected by Force Majeure having taken its reasonable and practicable efforts to perform this Agreement, the party claiming for exemption of the liabilities may only be exempted within the limitation of past performance delayed or prevented by Force Majeure.
8. **Terminate the Contract:-** The Managing Director, HACA Ltd may terminate the contract in whole or in part without any prior notice, and adjust EMD if the performance is not as per the self-declaration. It is requested that a thorough study of ToR may be done by the bidders before submitting the bid.
9. **Suspension of Work:-** The Audit Firm shall not be entitled to claim compensation for any loss or damage sustained by them by reason of temporary suspension of the Work.
10. **Risk Management:-** The Audit Firm shall at its own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this contract.
11. **Applicable Law:-** The contract shall be interpreted in accordance with appropriate Indian Laws.
12. **Taxes and Duties:-** Bidder is responsible for all taxes, duties, license fee etc. incurred until delivery of Audit Report as per the terms of tender document.
13. **Arbitration (As per the State Government Rules):-** If any dispute arises between parties, such dispute shall be referred to arbitrator appointed under the provision of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Hyderabad, Telangana, India.
14. e-Procurement Portal Conditions shall be applicable on e-corpus & transaction Fees.
15. The Managing Director, HACA Ltd will not be responsible of any delay in upload of the bid on e-Procurement portal.
16. The Managing Director, HACA Ltd reserves the right to cancel/change/reject the bid without assigning any reasons.
17. In case of any clarifications, further details, the Audit Officer (Finance), Mobile No.80965 02947 & 98852 83572 O/o. Managing Director, HACA Ltd may be contacted during the working hours (10:30 AM to 5:00 PM on all working days) of the scheduled period.

XII. PENALTY:

Non submission of Audit Reports in timely (before 30th September from the date of issuance of LOA) and submission of deficient and incomplete Audit Reports will attract Penalty not exceeding 10% of the Contract Value.

XIII. TERMS OF PAYMENT:

1. **Payments will be made in** to the selected CA Firm by the Managing Director, HACA Ltd subject to satisfactory performance with regards to the scope and deliverables, as follows:
2. **State Audit Reports:**
 - a) 80% of the contract value will be paid after submission of final consolidated reports and

submission of Audit Report along with satisfactory report from the HACA Ltd for the financial year.

- b)** Balance 20% of the contract value will be paid after filing Income Tax Returns and on approval of assessment by the Income Tax Department.

Enclosed:

Managing Director, HACA Ltd

Annexure II

(On Bidder's letter head) (Date and Reference)

To,

.....

.....

Hyderabad

Sir,

Sub: - Coopn – HACA Ltd., Hyderabad - Selection and Appointment of CA Firm – for conduct of **Statutory Audit, Submission of Tax Audit Report, filing of Income Tax TDS Returns and filing of IT returns for the financial years 2023-24 & 2024-25** - Reg.

PROFILE OF THE FIRM

1. Name of the firm with full address :
(In Capital Letters)
2. Contact details of the Head of the Organization : Tele
Phone No: Fax No: E-mail :
3. ICAI registration No. of the Firm (Mandatory) enrollment for the last 3 years

S.No.	ICAI Registration (FRM) No.	Date
1.		

- Documentary evidence has to be enclosed separately

4. The Firm should not have been cautioned / :
apprehended for the last 5 years

- Certification has to be enclosed

5. Service Tax / GST Registration number and Service tax / GST return for the last year 2022-23

S.No.	Year	Service Tax / GST Regn. No.	Service Tax / GST returns (amount paid)
1.	2022-23		

- Documentary evidence has to be enclosed separately.

6. Turnover for the last financial year 2022-23 (Income Tax Return for F.Y. 2022-23)

S.No.	Year	Turnover as per IT Statement (Rs.25.00 lakhs turnover is mandatory)
1.	2022-23	

7. Income & Expenditure Statements and Balance sheet of the firms for the last 3 years

- (Documentary evidence is mandatory)

8. Present Status: Partnership :
 (It should be minimum of 2 full time FCAs/FCA partners)Details
 of Full time Partners of the Firm

S. No.	Name of the 2 Full time Partner(s)	Member ship No.	Date of joining the Firm as Partner	Date of Joining the Firm other than as partner	Specialization

9. Firm total experience :

10. Details of Part time Associate partners of the Firm

S. No.	Name of the Partner(s)	Membership No.	Date of Joining the Firm as Partner	Date of Joining the Firm other than as partner	Details of Other Employment(s)/ Firm(S) Associated With	Specialization

11. Details of Employees of the Firm.

S. No	Name	Member ship No.	Date of Joining the Firm As Employee	Whether Employed Full-Time/ Part Time	Qualifi cation	Speciali zation	Mobile No.
1							
2							
3							

12. No. of Audit Staff employed Full time with the Firm :
- (1) Articles/ Audit Clerks – No of persons :
- (2) Other Audit Staff - No of persons
- (3) Other Professional Staff such as Lawyers, :
 Values, ICWA, Engineers etc (mention distinctly)
 (No of persons)
13. Experience in conducting Audit of Government organization/ Institutions (excluding banks) for 3 years (mandatory) in the last six years.

S. No.	Name of the client	Nature/Brief Description of the Assignment	Year	Assignment Handled by (Name of the Partner)	Is the Partner Continuing with the Firm

- Documentary evidence has to be enclosed separately

Yours faithfully,

Signature of Authorized Representative with seal

Firm's Name :

ANNEXURE – III DECLARATION FORM

(To be enclosed with the tender)

I / We do hereby declare that I / We shall keep my / our offer open during validity period of contract in the event of my / our offer being accepted. I / We shall abide by the terms and conditions of the contract and any other condition as per the agreement to be entered by us. It is hereby declared that the information furnished is true to the best of my / our knowledge.

I / We declare that I / we **had not been black listed** cautioned or apprehended by ICAI in the past 5 years.

I / We hereby unconditionally give an undertaking that I / We have gone through the tender schedule conditions. In the event of any of the information furnished by me / us in this tender is found to be fabricated / false at the time of tender or at later date, I / We may be disqualified.

In the event of such disqualification, I / We shall cease to be eligible to the contract and our Earnest Money Deposit / Security Deposit shall be forfeited and I / we shall be blacklisted and debarred from participating in any future tenders of the Rural Development Department.

I / We accept the penalty imposed if any (not exceed 10% of the Contract Value) for the deficiency in submission of deliverables in time. I / we abide the decision of the M.D., HACA Ltd.

I/We also understand that the M.D., HACA Ltd has the Right to accept/reject my/our Bid without assigning any reasons whatsoever and his/her decision will be binding on me/us.

Signature of the Tenderer (s) with seal

Place:

Date:

(In case of registered partnership firm, the tender documents have to be signed by the Managing partner).

ANNEXURE IV
The Hyderabad Agricultural Co-operative Association Limited, Hyderabad
(HACA LTD)

CHECK LIST

For Selection of Chartered Accountant Firm to conduct the Statutory Audit, Tax Audit Report, filing of Income Tax TDS Returns and filing of IT returns for the financial years 2023-24 & 2024-25.

1. Name of the Chartered Accountant Firm	
2. Complete Address of the Firm with Telephone/Mobile Number and E-mail address	

3. Application Fees: D.D.No.	Date:	Amount Rs.:
4. EMD Particulars: D.D.No.	Date:	Amount Rs.
Name of the Bank:		

The Tenderer should mention YES or NO for the following points in the space provided.

	<u>Eligibility criteria: (copies to be enclosed)</u>	
5	<p>a. Whether enclosed application fee of Rs.2,500/- (non refundable)</p> <p>b. Whether the Chartered Accountant Firm is enrolled with C&AG</p> <p>c. Whether firm registered in ICAI for the last 3 years continuously.</p> <p>d. The Chartered Accountant Firm/tenderer should never have been cautioned or apprehended by ICAI in the past 5 years.</p> <p>e. Whether the CA Firm / tenderer is having at least 5 years of minimum standing experience.</p> <p>f. Whether the CA Firm / tenderer is having at least 2 full time FCAs with sufficient qualified and experienced staff.</p> <p>g. Available at all time for monitoring and supervision including reporting to State office.</p> <p>h. Whether the CA Firm / tenderer is having permanent establishment or Branch office in Telangana State to participate in tender process.</p> <p>i. Whether the CA Firm / tenderer is having experience in conducting Audit of Government / Semi Government Organization in the for 3 years in last six years.</p> <p>j. Whether the CA Firm / tenderer is having annual turnover of Rs.25.00 lakh (Rupees Twenty Five lakhs only) per year during the last year i.e.2022-23 as per the IT Return filed by the consultant Firm.</p> <p>k. Whether the CA Firm / Tenderer enclosed Income Tax Return for the last theyear 2022-23.</p> <p>l. Whether the CA Firm / Tenderer enclosed Service Tax / GST Returns for the last year i.e. 2022-23.</p> <p>m. Whether the CA Firm / Tenderer enclosed Income & Expenditure statement and balance sheet for the last 3 years.</p>	<p>YES/NO</p> <p>YES/NO</p>

Signature of the Tenderer with Seal

ANNEXURE – V

(To be submitted)

FINANCIAL BID

- (Rate quoted shall be inclusive of all taxes)

Amount in Rs.

Sl. No.	Audit fee offered (Rs.)	Rate quoted in figures (Rs.)	Rate quoted in words (Rs.)
1	Basic Price (Excluding Taxes)		
2	GST		
	Total amount in rupees		

- (Rates quoted without taxes will be treated as invalid quote)

Signature of the Bidder:

Name of the Bidder: