

24.03.2025

**The Haryana State Federation of Consumer's
Co-operative Wholesale Stores Ltd.,
Bays No. 19-20, Sector-2, Panchkula**

NOTICE INVITING E-TENDER FROM CHARTERED ACCOUNTANT FIRMS

Tender No.:**Dated:**

The Haryana State Federation of Consumer's Co-operative Wholesale Stores Ltd, Panchkula invites online tender from Chartered Accountant Firms on behalf of Managing Director CONFED from for its accounting, tax filing and other office related works for the financial year 2025-26 and 2026-27, which may further can be extendable for one year on satisfactory performance **of the contract service and mutual consent between CONFED and firm.**

Tender Documents may be downloaded from website <https://confedhry.org.in/> and e-tender portal <https://etenders.hry.nic.in>

Sr. No.	Description	Units	EMD Amount (Rs)	Contractual period of work	Offer Document Cost (Rs.)	Class of Contractor
1.	Appointment of Chartered Accountants firms for Accounting work, Tax Filling, Compilation of Monthly Accounts & Preparing Balance Sheet of Confed Haryana and other office related works for the Years.	21 Confed District Offices, 3 Gas Agencies and Head Office	2,00,000/-	2 Financial Year and extendable upto further one year	3180/-	Empanelled C.A Firm with the Office of the ICAI and CAG

Note: Gas Agencies are the part of District Office namely Jind, Kurukshetra and Yamuna Nagar.

Release/ Calling of Tender up-to 11:00AM	Last date of submission of Technical Bid/documents	Opening of Technical Bid and checking of document	Opening of Financial bid
27.03.2025	07.04.2025 up-to 01:00 PM	07.04.2025 at 02:00 PM	As decided by committee

- 1) If any assistance is required regarding e-Quotation (upload & download) Please contact NIC E- tender Toll Free Number 0120 4200462/4001002, email- support-eproc@nic.in
- 2) All requisite information required for the submission of Offer documents is available on the above said website.
- 3) All rights are reserved to reject any or all Offers/bid in full or in part by the Competent Authority i.e. Managing Director, Confed Haryana.

(Managing Director)
Confed Haryana

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Hiring of services of Chartered Accountant firms

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SECTION - I**(NOTICE INVITING E-TENDER)**

1. Managing Director, Confed invites online e-tender from eligible, experienced Chartered Accountants Firms for doing various accounting works, filing of tax and other office related works of the CONFED.
2. Tender Documents may be downloaded from e tender portal: <https://etenders.hry.nic.in> and website <https://confedhry.org.in/>.
3. Bidders can access tender documents on the NIC Portal. They are required to select the appropriate tender and fill them with all relevant information and submit the completed tender document online on the portal i.e. <https://etenders.hry.nic.in> as per the time schedule given in this tender document.
4. Bidders are advised to go through the instructions available at portal i.e. <https://etenders.hry.nic.in> in "Bidder Manual Kit" before submitting/uploading the bids.
5. No bid will be accepted manually. All bids (both Technical and Financial) should be submitted on the E-Tender portal <https://etenders.hry.nic.in> on or before the last date as specified in critical data sheet. Further, all communications should be addressed to Confed Haryana, Bays No. 19-20, Sector-2, Panchkula, Haryana, 134109.
6. CONFED shall not be responsible for any delay in submission of online Bids. Confed reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. CONFED decision in this regard shall be treated as final. No correspondence in this regard will be entertained. If at any stage, information/particulars given by bidder is false the Earnest Money shall be forfeited.
7. The interested bidders shall have to pay mandatorily tender document fee of Rs. 2,000/- & e-Service fees (non-refundable) of Rs. 1,000/- (Rs. One Thousand Only) + 18% GST online by using the service of secure electronic gateway.
8. The Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two lac only) have to pay online by using the service of secure electronic gateway.
9. Conditional bids shall not be considered and will be rejected out rightly.
10. The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee. No bidder will be allowed to withdraw its bids after opening of technical bids. If any bidder intends to withdraw after opening of technical bids, its EMD will be forfeited.

11. Confed reserves the right to reject any or all the bids submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
12. Any subsequent Updates, Addendums, Corrigendum's, etc, if any, will be published only on the website <https://confedhry.org.in/> and e-tender portal <https://etenders.hry.nic.in>. All bidders are required to regularly check the e-tender portal for any update(s).

TIME SCHEDULE

TIME SCHEDULE FOR E-TENDER NOTICE

Sr. No.	Particular	Date and Time
1	Publication of Tender	27-03-2025 at 11:00 AM
2	Document Download	etenders.hry.nic.in
3	Bid Submission	
4	Bid Documents Download End date	07.04.2025 upto 01:00 PM
5	Last Date and Time for Uploading of Bids	07.04.2025 upto 01:00 PM
6.	Technical Bid Opening Date	07.04.2025 at 02:00 PM
7.	Contract Duration	Initially for two financial years i.e. 2025-26 & 2026-27 and further extendable for one year with mutual consent.
8.	Address For Communication	CONFED Haryana, Bays No. 19- 20, Sector-2, Panchkula 134109.

(Managing Director)
Confed Haryana

SECTION - II

INSTRUCTION

Under this process, the Pre-qualification/Technical online bid Application as well as online Price Bid shall be invited at single stage under two covers i.e. PQQ/Technical & /Commercial envelope. Eligibility and qualification of the Applicant will be first examined based in the details submitted online under first cover [PQQ or Technical] with respect to eligibility and qualification criteria prescribed in the tender document. The Price Bid under the second cover shall be opened for only those Applicants whose PQQ/ Technical Applications are responsive to eligibility and qualifications requirements as per tender document.

1. **The payment for tender Document Fee shall be made by eligible bidders online directly through internet Banking Accounts and e- Service Fee through Debit Cards & internet Banking Accounts. The payment for EMD can be made online directly through RTGS/NEFT. Please refer to Online payment Guideline available at the single e-procurement portal of GOH [Govt. of Haryana] and also mentioned under the tender Document.**
2. Intending bidders will be mandatorily required to online sing-up (create user account) on the website <https://etenders.hry.nic.in/nicgep/app> to be eligible to participate in the e- Tender. **He/she will be required to make online payment of towards EMD fee in due course of time. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his /her bids for the respective event/ Tenders.**
3. The interested bidders must remit the funds at least T+1 working day (Transaction day+ one working day) in advance **i.e. on or before make payment via RTGS/NEFT to the beneficiary account number specified under the online generated Chillan. The intended bidder/Agency thereafter will be able to successfully verify their payment online, and submit their bids on or before the expiry date & time of the respective events/Tenders at <https://etenders.hry.nic.in/nicgep/app>**

Important Note:-

1. The applicants/bidders have to complete Application/id Preparation & submission Stage on scheduled time as mentioned above. If any Applicant/bidder failed to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his /her Application/ bid status will be considered as application/ bids not submitted.
2. Applicant/ Bidder must confirm & check his /her Application/ bid status after completion of his/her all activates for e-bidding.
3. Applicant/Bidder can rework on his/her bids even after completion of Application/ Bid Preparation & submission stage (Application/Bidder Stage) subject to the condition that the rework must take place during the stipulated time frame of the applicant/Bidder Stage.
4. In the first instance, the online payment details of tender document fee + e- Service and EMD & PQQ/Technical Envelope shall be opened. Henceforth financial bid quoted against each of the item by the shortlisted bidder/ Agency wherever required shall be opened online in the presence of such bidders/ agency who either themselves or through their representatives choose to be present. The bidder can

submit online their bids as per the dates mentioned in the schedule/Key Dates above.

The nods shall be submitted online in two separate envelopes.

Envelope 1: Technical Bid The bidders shall upload the required eligibility & technical documents online in the Technical bid.

Envelope 2: Commercial Bid The bidders shall quote the prices in price bid format under Commercial Bid ***Instructions to bidder on Electronic Tendering System*** **These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.**

1. Registration of bidders on e-Procurement Portal:-

All the bidders intending to participate in the tender process online are required to get registered on the centralized e-procurement portal i.e. <https://etenders.hry.nic.in/nicgep/app>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates shall be issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in/nicgep/app>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.

2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in/nicgep/app> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.

2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised **to keep a backup of the certificate** and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate /power of attorney / lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per

Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.7 In case of any change in the authorization, it shall be the responsibility of management/ partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Pre-requisites for online bidding:

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

4. Online Viewing of Detailed Notice Inviting Tenders:

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

5. Download of Tender Documents:

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

6. Key Dates:

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

7. Online Payment of Tender Document Fee, eService fee, EMD fees & Bid Preparation & Submission (PQQ/ Technical & Commercial/Price Bid):

i) Online Payment of Tender Document Fee + e-Service fee:

The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee shall be made by bidders/ Vendors online directly through Internet Banking Accounts and eService Fee through Debit Cards & Internet Banking Accounts. The Payment for EMD shall be made online directly through RTGS/NEFT. The secure electronic payments gateway is an online interface between contractors and Debit card/online payment authorization networks.

ii) PREPARATION & SUBMISSION Of online APPLICATIONS/BIDS:

Detailed Tender documents may be downloaded from e-procurement website (<https://etenders.hry.nic.in/nicgep/app>) and tender mandatorily be submitted online.

Scan copy of Documents to be submitted/uploaded for Prequalification or Technical bid under online PQQ/Technical Envelope: The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF /JPEG/MS WORD format such that file size is not exceed

more than 10 MB) and uploaded during the on-line submission of PQQ or Technical Envelope.

FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

8. ASSISTANCE TO THE BIDDERS: -

For queries on Tenders Haryana Portal Kindly Contact

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel : 0120-4200462, 0120-4001002

Mobile : 8826246593

E-mail : support-eproc@nic.in

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-4200 462

0120-6277 787

SECTION - III

DEFINITIONS (1)

- The term 'CONFED' wherever occur shall mean the "The Haryana State Federation of Consumer's Co-operative Wholesale Stores Ltd" and will includes its District Manager and its successor and assigns.
- The term 'Managing Director' shall mean Managing Director Confed. The term District Manager shall mean District Manager Confed District Office Concerned under whose administrative jurisdictions the work will be done.
- The term 'Committee' means Committee of officer/officials of CONFED constituted by the Managing Director Confed for opening the tender, after making negotiation with L-1, and recommended reasonable and workable rates to Managing Director for final approval. The member of the committee will be constituted by the competent authority. The rates will be negotiated with the lowest tenderer i.e. L-1.
- The term tenderer shall mean and include the person or person, firm, company or society/Trust who have read and understood the term and condition of tender.
- The term contract 'rates' shall mean the rates of payment recommended by committee and approved by Managing Director, Confed. **The rates offered by tenderer inclusive of all taxes and levies etc.**
- The term "Contract" shall mean and include the invitation to tender, incorporating also the instructions also the instructions to tenderers, the tender, its annexure and schedules, acceptance or tender and such general and special conditions as may be added to it.

2. APPLICANT:

Applicant means Empanelled Chartered Accountant Firm with the Office of the ICAI and CAG.

3. COMPETENT AUTHORITY:

Competent Authority shall means The Managing Director of the "The Haryana State Federation of Consumer's Co-operative Wholesale Stores Ltd".

4. FIRM/AGENCY:

The term Firm/Agency shall mean and include the person or persons, firm, company/Society/Trust with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns as the case may be.

5. CONTRACT:

The term 'Contract' shall mean and include the invitation to tender, incorporating also the instructions to tenderers, the tender, its annexure and schedules, acceptance or tender and such general and special conditions as may be added to it.

6. WORK AND UNIT:

Work shall mean the work to be executed in accordance with the applicable Scope of Work of Contract.

Unit: - Unit wherever considered shall mean a District Offices, Gas Agencies and Head Office as consolidated unit.

SECTION - IV

Instructions to Bidders

1. Scope of Work

Scope of work is provided in Section-V of this document.

2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Agency will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process. The bidder can submit their tender documents(Online) as per date mentioned in the Key dates.

3. Tender Processing Fee

The tender processing fee of Rs. 3,180/- {inclusive of Rs.1000/- service charges + GST @18%) (non-refundable) deposit online by using the service of secure electronic gateway. The secure electronic payments gateway is an online interface between bidders & online payment authorization networks.

4. Earnest Money Deposit (E.M.D.)

The Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two lac only) shall be payable online by using the service of secure electronic gateway. Earnest Money will be refunded to unsuccessful bidders after finalization of the contract. No interest shall be payable by the CONFED on EMD.

5. Content of Bidding Documents

5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents.

- (a) Notice inviting E-Tender from Chartered Accountant Firms.
- (b) Instructions.
- (c) Definitions.
- (d) Instruction to bidders.
- (e) Terms of reference (Scope of Work).
- (f) Minimum eligibility criteria-cum-technical Bid.
- (g) General Condition of Contracts.
- (h) Performa for Technical & Financial Bids.
- (i) Technical & Financial Evaluation Criteria.
- (j) Self declaration (Annexure-I)

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information sought by the bidding documents or submission of a bid not responsive to the bidding requirements in every respect will be at the Bidder's risk and may result in rejection of bid.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, the CONFED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

6.2 In order to facilitate prospective bidder's reasonable time within which the amendment, if any, may be accounted in preparing their bids, the CONFED, at its discretion, may extend the deadline for the submission of bids.

7. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

8. Documents Comprising the Bid

8.1 Technical un-priced bid and Financial Bids:

The bids are to be uploaded in two parts in PDF & XML format i.e. Technical bid and Financial Bids respectively.

- (a)** Technical un-priced bid shall be submitted through e-tender Portal.
- (b)** Financial bid.

8.2 Technical un-priced bid:

Proforma for technical un-priced bid is given at Section VIII.

8.3 Financial Bid

The Financial bid shall comprise the price component indicating the prices quoted by tenderer/participating firm in XML format.

- (i) The prices quoted must be for all units as shown in the Section-IX.
- (ii) The prices once accepted by the CONFED shall remain valid till the successful expiry of the contract period and the work fully effected and accepted for 2 years from the date of acceptance of contract can be further extendable for 1 year on satisfactory performance of the work. The CONFED shall not entertain any increase in the rates during contracted period of two years which can be increase by 7% during extension period on performance basis of firm/agency. However, in the event there is a reduction or increase in Government levy/duties/taxes etc. during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

9. Bid Currencies

Prices shall be quoted in Indian Rupees only.

10. Period of Validity of Bids

- 10.1 Bids shall remain valid for 120 days from the date of opening of tender or to the extension of said date for further 30 days in case, it is decided by Managing Director, Confed.
- 10.2 In exceptional circumstances, the CONFED may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing.. A Bidder granting the request will not be required nor permitted to modify the bid.
- 10.3 Financial Bid evaluations will be based on the bid prices without taking into consideration the above modifications.

11. The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **Manual submission of bids will not be considered.**

12. Deadline for Submission of Bids

12.1 Bids must be received ONLINE not later than the time and date specified in the Invitation for Bids.

12.2 The Agency may, at its discretion, extend this deadline for submission of bids by amending the bid.

13. Late/Delayed Bids

The offers received after the due date and time will not be considered.

14. Opening of Technical un-priced Bids

All technical un-priced bids (Cover-1) will be opened in the first instance.

15. Clarification of Bids

15.1 During evaluation of the bids, the CONFED may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

15.2 No Bidder shall contact the CONFED authority on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Agency, it should be done in writing.

15.3 Any effort by a Bidder to influence the CONFED authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

16. Evaluation of Technical un-priced Bid

16.1 Prior to the detailed technical evaluation, the authority of the CONFED will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then his bid will be rejected. No document will be accepted in support of essential criteria after the last date of submission of bids.

16.2 The bidders short-listed by the CONFED based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a committee for the purpose, at a specified date, time and venue, if needed.

17. Opening of Financial Bids

17.1 Financial Bids of only those bidders who meet the essential criteria and whose technical un-priced bids have been found to be eligible and substantially responsive will be opened.

17.2 The price Bids of the technically qualified bidders shall be opened in the presence of the tender committee.

17.3 The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates, the firm will be selected on the basis of experience etc. and decision of Managing Director, CONFED shall be final and binding of all parties.

18. Evaluation Criteria

The technical and financial bids of the bidder/firm/agency will be evaluating by the Committee as per tender terms and conditions.

19. CONFED's right to accept any bid and to reject any bid or all bids

The CONFED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the CONFED's action.

20. Award Criteria

The award will be issued to the Bidder/Company/Firm/Agency whose rates are lowest and fulfill the technical eligibility criteria.

21. Notification of Award

Prior to the expiry of the validity of bid, the authority of the CONFED will notify the successful Bidder in writing by e-mail or by hand delivered letter, that its bid has been declared qualified.

22. Disclaimer:

The information contained in this bid documents or information provided subsequently to the applicants whether verbally or in documentary form by or on behalf of CONFED, is provided to the applicant(s) on the terms and conditions set out in this bid document and all other terms & conditions subject to which such information is provided.

The purpose of this BID is to provide the applicant(s) with the information to assist the formulations of their proposals. Each applicant firm should conduct its own investigations and should check the accuracy, reliability and completeness of the information in this BID, CONFED makes no representation of warranty and shall incur no liability under any law, statutory rules and regulations as to the accuracy, reliability or completeness of this BID. CONFED reserve the right or discretion to change, modify, add or alter any or all of the provision of this BID document and/ or the selection process at any stage, without assigning any reason, whatsoever. Such changes will not be intimated to the applicants separately. However, such changes/ amendments/corrections/ etc shall be uploaded on website <https://confedhry.org.in/> and e-tender portal <https://etenders.hry.gov.in>. Any information contained in this document will be superseded by any later information on the same subject made available to all recipients by CONFED on the e-tender portal <https://etenders.hry.gov.in> and website <https://confedhry.org.in/>.

CONFED may in its absolute, discretion, but without being under any obligation to do so, update, amend or supplement the information in this BID. CONFED reserve the right to reject any or all the proposals received in response to this BID document at any stage without assigning any reason whatsoever. The decision of the competent authority, which is the Managing Director (MD) in this case, shall be final, conclusive and binding on all the parties.

Due Diligence>

The applicant is expected to examine all instructions, forms, terms and specifications in this BID. Applicant shall be deemed to have been done after careful study and examination of this BID with full understanding of its implications. The application should be precise, complete and in the prescribed format as per requirement of this BID. Failure to furnish all information required by this BID or submission of application not responsive to this BID in every respect will be summarily rejected.

Amendment of BID document>

- a) CONFED reserve the sold right for including any addendum to this entire selection process. The applicant shall not claim as a right for requiring CONFED to do the aforesaid.
- b) At any time before the deadline for submission of technical offers, CONFED may, for any reason whether at its own initiative or in response to a clarification requested by a prospective applicant, modify this BID document. Such amendment shall not be notified.
- c) If required, in order to allow prospective applicants reasonable time in which to take the amendment into account in preparing their applications, CONFED reserves the right to extend the deadline for the submission of applications. However, no request from the applicant, shall be binding on CONFED for the same.

Conduct and performance Monitoring>

- a) CONFED shall designate one of its official as nodal officer as single point contact for coordinating the assignment.
- b) CONFED reserves its right to review the appointment at any point of time and if necessary can cancel/terminate the appointment by giving 7 days written notice and the earnest money/security deposited will be forfeited.
- c) If the firm fails to start the prescribed scope of work within 15 days from the end of relevant quarter, left the work incomplete, the appointment shall be terminated by giving 7 days notice and earnest money/security will be forfeited.
- d) Appellate authority against the termination order can be made before MD (i.e. Appellate Authority) of the agency and his decision will be final.
- e) PENALTY OF 25% ON A MONTH BILL AMOUNT IMPOSED FOR DELAY IN SUBMISSION OF PRESCRIBED WORK AND REPORT. IF THE WORK/REPORT IS NOT UP TO THE MARK, SATISFACTORY AND NOT ACCEPTED BY AUDIT OFFICER OF THE AGENCY (RoS) THEN NO PAYMENT WILL BE MADE TO THE APPOINTED FIRM AND THE EARNEST MONEY/SECURITY WILL BE FORFEITED. APEAL AGAINST THIS CAN BE MADE TO MD (CONFED) i.e. APPELLATE AUTHORITY OF THE AGENCY WITHIN ONE (1) MONTH OF DATE OF ISSUE OF SUCH LETTERS/ ORDERS TO THE FIRM. THE DECISION OF MD WILL BE FINAL.
- f) In case, the firm fails to report serious omissions/ commissions/ non-compliance/ etc, CONFED reserves right to report the matter to ICAI/CAG and initiate appropriate action. Such will be black listed and they will not be eligible for assignment of Audit/Book keeping/Accounting with State Govt. of Haryana for next five (5 years).
- g) The Agency is expected to provide an executive summary of observation along-with every report and submit the same to SAE (Senior Accounts Executive of CONFED).
- h) The Agency are expected to strictly abide by the directions of CONFED advised to them from time to time. Further, the scope of work in the BID document is indicative and is subject to revision/modification/alternation/addition with approval of competent authority of the Agency.

Representation and warranties>

That neither the execution nor delivery by the Applicant of the engagement nor the Applicant's compliance with the performance of terms and provisions of engagement.

CONFED reserves the right to cancel any of the offers without assigning any reason whatsoever.

**SECTION V
TERMS OF REFERENCE**

1. Scope of Work/Contract.

The works consists of following jobs (the bidder may submit quote for all of the jobs listed below):

- (i) Preparation of Accounting Vouchers, Bank Book, Cash Book, Journal (Day Book), General Ledger, Sub Ledgers, Trial Balance, Trading A/c, Profit & Loss A/c, Balance Sheet, Liability Register, Depot Holder Ledger, Advance Register, Cheque Issue Register and Adjustment of income accrued etc.
- (ii) Preparation of Fixed Assets Register, Stock Articles Register and computation of its depreciation in the form of soft as well as hard copy.
- (iii) Reply to statutory audit (Separate Audit Report-SAR and Audit Inspection Report-AIR).
- (iv) To provide the financial related data for any of financial year required if any from the balance sheet, during the period of engagement of firm.
- (v) To coordinate with Accountants, who are already working in District office to finalize any matter.
- (vi) Preparation of monthly salary bill and payment of various allowances, to ensure correct disbursement, correct deduction of PF,NPS, income Tax and other statutory dues from salary, and to prepare arrear if any.
- (vii) Day to day correspondence to all matters related to District Office.
- (viii) To submit cost of Wheat/Bajra after adjustment of Depot holder portion with concerned authority for issuance of release Order.
- (ix) All the Accountants deputed by CA must be filed claim of sugar of each month to the office of DFSC's. Further any claim is pending of sugar of previous the same will be filed.
- (x) Statutory Compliances and compliance of AG Para, PAC Para and Audit report.
- (xi) Report regarding any other commodity to be decided to distribute in future.
- (xii) To advise on any other matter related to finance & accounts, not mentioned above.
- (xiii) Checking of bills received for payment in the office.
- (xiv) Sugar Subsidy Report (monthly).
- (xv) P.F Report (monthly) by 5th of each preceding month.
- (xvi) Release Order of Wheat/Bajra (monthly)
- (xvii) M. Oil Bills/report (monthly)
- (xviii) Report of Grinding Charges of Wheat (monthly)
- (xix) Others bills/report (monthly).
- (xx) SNP scheme claims of concerned quarter.
- (xxi) Any other claim/report be prepare as required by head office or assessing authority during the contract period as well as previous years also.
- (xxii) Strict compliance of the instruction/directions issued by Head Office time to time.
- (xxiii) All transactions shall be kept in tally software as well as manual books/record and report shall be generated on periodical intervals, month-wise, year-wise etc and proper back-up of the record shall be maintenance.
- (xxiv) Preparation, Finalization and certification of Annual accounts of CONFED (Before 30th April of every year for the last preceding financial year)

- (xxv) Checking of day to day financial transactions and compliance related to various tax laws such as Income Tax, TDS, GST, TDS under GST etc.
- (xxvi) To provide consultation towards tax implications thereof.
- (xxvii) Checking and ensuring timely payment of various statutory dues including TDS, PF, NPS, GST etc. to respective authorities well before the respective due date.
- (xxviii) Calculation of income Tax liabilities of the employees after considering the declaration and proof of investment given by employees, and correct deductions of income Tax from the salary of the employees.
- (xxix) Scrutiny of Bank reconciliation statement, Advances to suppliers, contractors and employees, release of security deposit and EMD and bank Reconciliation Statement should not contain any long pending outstanding debit/credit entries.
- (xxx) CA firm shall be responsible for ensuring compliances of various tax laws.
- (xxxi) Reconciliation of all receipts with various Bank Statements.
- (xxxii) Appearing on behalf of CONFED in all taxation proceedings before various Tax Authorities i.e. GST, VAT, TDS etc. for contract period as well as previous years also against notices raised by various authorities during the period of contract.
- (xxxiii) Advising on applicability of any other tax, rules, laws, regulations which may be applicable on CONFED and all matters/items covering its scope.
- (xxxiv) CA firm shall prepare, finalize, certify and file Income Tax Return, TDS returns, GST Returns and other statutory returns/documents well within due dates and entire responsibility shall lie with the firm. CONFED will not share any liability arising due to non-filing/late filing of any return/documents.
- (xxxv) Trail Balance should be prepared computerized as well as manual on or before 10th of every month along-with Schedules of all Current Assets and Current liabilities duly reconciled. Income and expenditure statement for every month to be prepared.
- (xxxvi) Assisting in furnishing the reply to all the queries of internal Audit, GST, Professional Tax and income Tax etc.
- (xxxvii) Providing opinion on the matters relating to GST, Professional Tax, Income Tax as per Government notification from time to time.
- (xxxviii) The responsibility of correctness and accuracy of Accounting Records will lie with the Contractor/Firm.
- (xxxix) The contractor/Firm shall comply by all laws, rules and regulations framed there under or any other statutory obligations which are in force from time to time. The Contractor/Firm shall indemnify CONFED from any claims in this regards.
- (xl) The contractor/firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
- (xli) Minor variations in the terms and conditions of the contract as specified can be adopted with the concurrence of both the parties wherever required to fulfill the objective of the contract.
- (xlii) Generation of E-way bills etc. and preparation of any other return required to be prepared at District level as per amendments in rules by Govt. or return required by Assessing Authority during tender period.
- (xliii) Monthly reconciliation of amount against cost of essential commodities which is supplied to the Depot holder against their online allocation in epos portal is to be tally with cost amount deposited by depot holder through swipe machine. No cash

and cheque from depot holder or store keeper will be accepted. As per instruction, if depot holder failed to deposit advance cost of essential commodities with Confed account, no commodities should be supplied.

- (xliv) Advance Income Tax is to be deposit on the dated 15th June @ 15%, 15th Sept. @ 45%, 15th Dec. @ 75% and 15th March @ 100% on the estimation of profit to be earned during the FY. In case, any short fall in tax deposit, Income tax department charged interest u/s 234C and besides it income tax department interest u/s 234B from the dated of 30th Sept. (Income tax audit return date) or other sections, till the return filed with due tax amount. CA firm will ensure to submit the tentative profitability, accordingly well in time. If, CA firm calculate wrong estimated profit by not completing and considering any District profit like gas agency. Revised return liability and any amount of interest & levies imposed by Assessing Authority will be borne by CA firm in addition to other penalty fixed by Confed for this default.
- (xlv) Daily, weekly and monthly report of PDS items will be monitor/reconcile with epos portal of Haryana Govt. (Food & Supply Deptt.). If any difference in monthly lifting against allocation with online stock receipt of epos and offline lifting should be reported to the District Manager, Confed concerned as well as H.Q. by the Accountant deputed by CA firm in District.
- (xlvi) Monthly monitoring of truck challan chit status in RO status function of epos portal in all Districts and ensured that no truck challan chit should be pending in online status. Deputed Accountant shall also ensure that all quantity lifted by transporter must be reach at the door step of depot holder and challan must be received on online through PoS machine. If any depot holder refused to receive stock online in PoS machine through monitoring epos site of Haryana Govt. (Food & Supplies Deptt.) then matter will be reported to concerned DFSC as well as Confed H.Q. immediately.
- (xlvii) The salary of all employees deputed by CA firm must be paid by 7th of each month by CA firm, whether his monthly professional charges is to paid or not by the Confed due to his negligence.
- (xlviii) The claim of margin money and transportation charges is to be send to Confed Head Office by 5th of every month for further submission to the Food & Supplies Department. The margin money is to be claim on quantity of stock distributed/issue by depot holder through PoS machine and transportation charges claim on quantity of stock receipt abstract of epos portal all the quantities taken for claim is to be reconciled with offline record maintain at District Office. CA firm ensure there should be no difference between offline as well as online record. In case of any delay, CA firm will be responsible for any loss or interest liability.
- (xlix) The accountant deputed by CA firm in District office must ensure that monthly transportation charges is to be paid on online stock receipt abstract of epos portal and the rate mentioned in the agreement executed between Confed and transporter. CA firm ensure that no extra transportation charges will be paid to any transporter against sanction by H.Q. In case of any excess payment, CA firm will be responsible and same amount will be recovered from the bill of CA firm.
- (l) Monthly expenses are to be paid as per instructions issued by the Confed.

- (li) Maintain all books and accounts of FMCG project.
- (lii) CA firm must submit the acknowledgement of all return with the bill of professional charges.

(a) Reconciliation works

- I. Reconcile Accounts Receivables
- II. Reconcile Accounts Payables
- III. Reconcile bank accounts
- IV. Provide Travel advance and expense reimbursement reconciliations
- V. Branch Account reconciliation as well with Head office
- VI. Reconcile of gas agency Accounts with companies.

(b) Funds Receivables

- I. Receipt of Grant, Corpus & Expenditure
- II. Revenue receipt & Expenditure
- III. Record and account for receipts
- IV. Prepare statements and reconcile the same with Bank Statements

(c) Banking Management

- I. Opening/closing of bank account as per Management decision
- II. Ensure signatories as per approval and inform the bank for any change in signatories as per Management decision Handle receipt, issue and custody of cheque book
- III. Collection of Bank Statements.
- IV. Maintaining bank relationship.
- V. Ensure the receipt of funds from FPS owners through swipe machine or other electronic mode.

Remarks: Please note that the quantum of works mentioned above are tentative and estimates on last year's record which may increase or decrease during working period.

2. Essential Terms & Conditions for completion of the works :

1. The firm(s) has to depute at-least one dedicated candidate in each District Office, who has an experience of at least 3 years, with well versed knowledge of Tally 9 ERP for the works mentioned above and other dedicated personnel(s) depending upon the volume of work involved in each job.
2. The work detailed above are time bound activity, therefore, these are to be completed in schedule time.
3. The Firm will have to provide weekly report to the office of the concerned District Manager with a Copy to Head Office.
4. The work will be done at Confed District Office under supervision of District Manager of Confed.
5. All the Financial statements including Balance sheet are required to be provided in hard copy/Soft copy with in stipulated period.
6. The detail of receipts and payments of each account will have to be provided as per financial transactions.
7. Reply to the draft Audit Report of Sr. Auditor, RCS will have to be submitted by Firm to the Confed within stipulated period.
8. The Confed will have all the rights to discontinue or extend the services of the firms on the basis of their work performances.

9. Rates may be quoted keeping in view of further amendments in existing tax laws including GST.

3. Time Period

The Chartered Accountant firm will be required to provide the desired services initially for the period of two year i.e. F.Y. 2025-26 and 2026-27 which may be extendable for another period of one year on satisfactory performance. Notwithstanding anything contained herein above, the Confed reserves the right to discontinue the services of Chartered Accountant firm in the event their services are found unsatisfactory at any time during the period.

4. Support and Input to the Firm

The Confed shall provide computer/printer, to the candidate provided by Firm to perform its services in the office premises.

5. Payment Terms

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

- i. The payment during the entire contract period may be made in accordance with the financial bid submitted by the selected bidder and accepted by the CONFED. No price variation would be allowed during the contact period. The financial price quoted by the contacting firm shall be final. Based on performance, the CONFED will consider giving increase by 7% during extension period on performance basis.
- ii. TDS under Income Tax will be deducted at applicable rates.
- iii. Payment shall be made on monthly basis after the end of month within 10 working days from the date of receipt of bill on the basis of satisfactory report in respect of employee deployed by CA firm given by concerned DM Confed.
- iv. The CONFED reserves the right to deduct amount from the bill raised by the firm as may be considered reasonable for unsatisfactory services or delay in providing services. The decision of the CONFED will be final in this regard.
- v. Taxes as per income tax Act/rules will be deducted at applicable rates from all payments made by CONFED.
- vi. No claim for interest will be entertained by the CONFED in respect of any payment/deposit which will be held with the CONFED due to dispute between the CONFED & CA firm or due to any reason for the reasons beyond the control of CONFED.

6. Security Money

The successful bidder/Contractor shall have to deposit Cash Security Deposit of the 10% of the total amount of work for the financial year within three (3) weeks through RTGS/NEFT from the date of issue of the confirmation order failing which the contract will be cancelled and EMD shall be forfeited.

7. Performance Guarantee/Bond

Successful tenderer should furnished a Performance Guarantee/Bond on stamp paper of Rs.100/- duly attested by Notary Public inter-alia mentioned to complete the work/order undertaken as per terms and conditions/ specifications of the e-tender.

8. Forfeiture of EMD

- a) EMD made by Bidder/Contractor may be forfeited, if the Bidder/Contractor withdraw the proposal before expiry of validity period. During the evaluation process, if a

Bidder/Contractor indulges in any such activity as would jeopardize the process, the decision of CONFED regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

b) Submitting false/misleading information /declaration/documents/proof etc. the decision of CONFED regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, for feature of EMD even the Bidder/Contractor will be deferred from participating in any job.

9. Arbitration Clause

In case of any disputes arising out of this contract or interpretation of any of the clause terms and conditions or otherwise, shall be referred to the sole arbitration of Managing Director CONFED or his authorized nominee who will adjudicate upon the matter. The nominee can be an officer of the CONFED or any other person appointed by the Managing Director CONFED. The arbitration will be in accordance with the Rules of Arbitration of Indian Council of Arbitration, Delhi and the award made in pursuance thereof shall be final binding on the parties. The venue of the arbitration will be Panchkula (Haryana).

All disputes shall be subject to the jurisdiction of Panchkula (Haryana) only.

Singing the terms and conditions and the supply order issued/placed by CONFED on the successful bidders shall constitute to form an integral part of this agreement in itself and no separate agreement shall be executed in this matter.

SECTION VI MINIMUM ELIGIBILITY CRITERIA-CUM-TECHNICAL BID

The bids of only those firms will be considered which satisfy all the following eligibility criteria:

1. The Chartered Accountant Firm should be registered with the Institute of Chartered Accountants of India and Comptroller and Auditor General of India (ICAI and CAG)
2. Copy of Partnership Deed duly Notarized (not more than 1 month old) or Article of Association and Memorandum of Association for Limited Company if applicable (LLP firms is not eligible to participate in tender).
3. Copy of Power of Attorney duly Notarized (not more than 1 month old) on behalf of Company/Firm.
4. The Firm should have been in operation for at least 10 years after its registration and at least 10 years experience in audit and annual accounts and filling of returns of Income Tax.
5. The average income/turnover/receipt of the Firm in last 3 financial years i.e. 2021-22, 2022-23 and 2023-24 must be equal to or more than Rupees Fifty Lacs (Rs. 50.00 Lac).
6. The firm has at-least 5 employees on its payroll with the minimum qualification of Commerce Graduate.
7. An affidavit, Duly certified by Notary that:
 - a. The Partners of the firm or sole proprietor or Company/firm as the case may be, has never been black-listed by any State/Central Govt. Agency and the name of the firm or company has not been changed.
 - b. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be, and that he has never been punished by any Court.
 - c. That there are no dues towards income tax as on the date.
 - d. The Firm must not have been convicted by the court of law.
 - e. The firm must not have been debarred from ICAI or RBI or any other statutory autonomous body for any misconduct.
8. Production of originals for verification: The bidder may be asked to produce the original documents for verification at any stage of tender process as and when sought for, failing which the bids are liable for disqualification.
9. The Chartered Accountant firm should be at-least 5 partners in shape of self declaration (3 Partners FCA & 2 partners ACA).
10. Bidder should submit photocopy PAN & GST Registration Certificate.
11. Bidder should submit copy of Balance Sheet, Trading and Profit & Loss Account duly certified by Chartered Accountant having valid UDIN no. along-with ITR acknowledgement with computation sheet of the last three financial years.
12. Copy of Membership Card of the Partners issued by ICAI.
13. At-least two firms shall qualified for technical bids to participate for the financial bids. In case, single tender received and technically qualified while inviting the tender third time, Committee have the sole discretion to open the financial bid of single qualified tenderer.
14. Self-declaration on letter head of participating firm regarding acceptance of tender terms and conditions as per **“Annexure-I”**.
15. The rejection/cancellation of participation in tender will be conveyed to applicant through e-mail registered with e-tender portal and tenderer has the right to file appeal before Managing Director, Confed within 3 days from the receipt of rejection of bid.
16. The appeal of tenderer will be decided within 10 working days from the date of receipt of appeal and decision of Managing Director, Confed will be final and binding on tenderer.

SECTION - VII
GENERAL CONDITION OF CONTRACTS

1. GENERAL CONDITIONS

- 1.1 Any theft or damage caused due to negligence of the Service Provider shall be borne by the Service Provider and contractor will take appropriate action as per law and rules against its erring personnel in consultation with this office and intimate the action taken to this office. If need be, an FIR should be lodged against the erring personnel. Such personnel, who indulge in such type of activities, should not be further employed in this office by the contractor in any case. Appropriate amount of penalty after due consideration and hearing will be imposed by Managing Director, CONFED or an officer nominated by him on his behalf, and the same will be deducted from the monthly bill of the Service Provider.
- 1.2 No residential accommodation shall be provided by the Confed. The Service Provider shall have to make his own agreement for the lodging and boarding for their workmen.
- 1.3 CONFED will not be responsible for any injury, accident, disability, or loss of life to the Service Provider or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Service Provider. The Service Provider has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 1.4 The selected Firm/Agency shall be solely responsible for the redressal of grievances of the persons employed. CONFED shall in no way be responsible for settlement of such issue.
- 1.5 The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of CONFED during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in CONFED. The Service Provider should communicate the above to all the manpower deployed in CONFED by the Service Provider.
- 1.6 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time and a certificate to this effect shall be provided to the Service Provider by CONFED.
- 1.7 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof CONFED is put to any loss / obligation, monetary or otherwise, CONFED will be entitled to get itself reimbursed out of the outstanding bills or the Cash & Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 1.8 The CONFED reserves the right to terminate the contract without assigning any reason by giving a notice of one month. The Service Provider will also have to serve a notice of equal period, if he wishes to terminate the contract.
- 1.9 All personnel/employees/workman deployed by the firm/agency shall be good health & sound mind. Nobody shall have any communicable diseases.

- 1.10 The firm/agency shall appoint fully qualified and competent worker/employee as per the requirement & eligibility to ensure that the services rendered by them are the best.
- 1.11 The working hours will be as under :
- From 9:00 AM to 05:00 PM from Monday to Saturday, 2nd Saturday & Sunday are holiday on account of being weekend days. They may also be called on Saturday/Sunday/Gazetted holiday as and when required.
- 1.12 In the event of person deputed by firm/agency being on leave/absent, the firm shall ensure to suitable alternative arrangement to make such absence.
- 1.13 The firm /agency authorized representative shall personally contact with Head of accounts or the District Manager at least once a month to get a feedback on the services rendered by the employee deployed by them to make the services more efficient.
- 1.14 The contracting Agency shall render the services as mentioned in the scope of work.
- 1.15 The CA firm shall bear all expenses regarding compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations. Payment to the firm shall be made on basis on submission of bill by the firm and on rendering satisfactory service by the firm.
- 1.16 That CA firm's authorized representative (Owner/Director/Partner/Manager) shall personally contract CONFED Head of Accounts i.e. Sr. Accounts Executive at least once a month to get feedback on the services rendered by the Contractor vis-à-vis corrective action required to make the service more efficient.
- 1.17 Any person who is in Govt. service or an employee of CONFED should not be made partner to the contract by the tendered directly or indirectly in any manner whatsoever.
- 1.18 The service Provider will not allow or permit his employees to participate in any trade union activities or agitation.

2. Terms of Payment:

All the payments shall be as per point no.-5 of Section-V.

3. Legal

- 3.1 The manpower deployed by the Service Provider for the contract job shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of CONFED during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in CONFED. The Service Provider should communicate the above to all the manpower deployed in CONFED by the Service Provider.

- 3.2 The selected Firm shall also be liable for depositing all taxes, levies, Cass etc. on account of service rendered by it to CONFED to concerned tax collection authorities from time to time as per extant rules and regulations.
- 3.3 The selected Firm shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of Confed or any other authority under Law.
- 3.4 In case, the Service Provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof CONFED is put to any loss / obligation, monetary or otherwise, CONFED will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 3.5 The selected Firm will indemnify CONFED from all FINANCIAL, statutory, taxation, and associated other liabilities.
- 3.6 To resolve any dispute/legal issue matter will be referred to Managing Director, CONFED or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then legal jurisdiction would be Panchkula only.
- 3.7 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

4. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

5. Sub-contracts/sublet

The firm does not recognize the existence of sub-contractors (firm). The firm's responsibility is not transferrable. The firm shall not sublet, transfer or assign the contract or any part thereof. In the event of the firm contravening the conditions the Confed shall be entitled to place the contract elsewhere on the firm account and at their risk and the firm shall be liable for any loss or damage which the Confed may sustain in consequence or arising out of such replacing of the contract. His security shall also be forfeited and he will be black listed.

6. Delays in the Service Provider's Performance

If at any time during performance of the Contract, the Service Provider or its sub-Service Provider(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Service Provider shall promptly notify the Institute in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Institute shall evaluate the

situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

7. Damages and Losses

Upon end of contract/termination thereof, the Service Provider is liable to return materials, if any issued to him to CONFED in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Service Provider as the case may be.

8. Complaints

The Service Provider shall attend to all the complaints and address as early as possible to the satisfaction of CONFED.

9. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts. The term "force majeure" as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the Institute without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the Institute shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the Institute under any circumstances. For the period of force majeure, no amount shall be payable to the Service Provider.

10. Penalty

- I. For misbehavior of the worker Rs. 500/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- II. For persistent breach or unsatisfactory services termination of contract along with forfeiture of performance security and blacklisting.
- III. Further, the Institute reserves the right to impose financial penalty to be deducted from the monthly bill for habitual short attendance of man power, non-maintenance of cleanliness and for violation of any other condition which may lead to non performance of contractual obligations.
- IV. Unforeseen and weird circumstances will be dealt separately and quantum of penalty will be decided by the Agency. The decision of the Managing Director, Confed will be final and binding in this regard.
- V. In case any of the personnel deployed under the contact is/are absent or fails to report in time and CA firm is unable to provide suitable substitute in time, a penalty of Rs.1500/- for each absence on that particular day will be levied by CONFED.
- VI. If any penalty imposed by Assessing Authority due to default in professional services like non completion of books in time, delay GST return etc., the same will be deducted from monthly professional bill of CA.

- VII. In case, CA firm fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirement of the contract, CONFED reserve the right to impose the penalty as detailed below:-
- A. After four weeks, CONFED reserve the right to cancel the contract and withhold the agreement and get this job carried out preferably from other firm(s). The defaulting firm shall be blacklisted and his earnest money/security deposit may also forfeited, if so warranted.
 - B. In case of breach of any terms and conditions attached to this contract, a penalty of Rs.1500/- for each such incident shall be levied.
 - C. The manpower found drunk in possession/consumption of tobacco, alcohol, drugs or sleeping on duty to be removed by the Contractor and a penalty of Rs.1500/- for each such incident shall be levied.

11. Termination of Contract

- 11.1 If the services of the Service Provider are not found satisfactory they will be issued a written notice for improvement by the CONFED authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service as specified in the agreement, a final two months' notice will be issued to the Service Provider by the CONFED authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. CONFED shall have the right to award the contract to any other contractor at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by CONFED from his Security deposit or pending bill or by raising a separate claim. During the period of notice both parties shall continue to discharge their duties and obligation.
- 11.2 CONFED reserves the right to terminate the contract by giving a two months' notice to the agency besides immediate termination of contract.
- 11.3 The CONFED in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.
- 11.4 In case of breach of any terms and condition of the contract, the Performance Security Deposit of the Service Provider will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Service Provider.
- 11.5 If the Service Provider, in the judgment of the CONFED has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the CONFED may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part.

12. FINAL DECISION MAKING AUTHORITY

The Competent Authority i.e. Managing Director of CONFED Haryana, reserves the right to accept or reject any or all the offers in part or full for this Quotation any reasons thereof and his decision will be final.

13. CLARIFICATIONS:

The clarification (s), if any, may please be sought separately from either Sr. Accounts executive, CONFED Haryana (0172-2590031).

SECTION VIII
Performa for Technical Bid

Sr. No.	Particulars	(Yes/No)
1.	Copy of certificate Registration with ICAI (Institute of Chartered Accountants of India) of firm and partners.	
2.	Copy of certificate Registration with CAG (Comptroller and Auditor General of India) with period of empanelment.	
3.	Copy of Partnership Deed duly Notarized (not more than 1 month old) or Article of Association and Memorandum of Association for Limited Company if applicable (LLP firms is not eligible to participate in tender)	
4.	Copy of Power of Attorney duly Notarized (not more than 1 month old) on behalf of Company/Firm	
5.	Total average income of the Firm in last 3 financial years i.e. 2021-22, 2022-23 and 2023-24) must be equal to or more than Rupees Fifty Lacs (Rs. 50.00 Lac)	
6.	The firm has at-least 5 employees on its payroll with the minimum qualification of Commerce Graduate	
7.	An affidavit, Duly certified by Notary that: a. The Partners of the firm or sole proprietor or Company/firm as the case may be, has never been black-listed by any State/Central Govt. Agency and the name of the firm or company has not been changed. b. That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be and that he has never been punished by any Court. c. That there are no dues towards income tax as on the date. d. The Firm must not have been convicted by the court of law. e. The firm must not have been debarred from ICAI or RBI or any other statutory autonomous body for any misconduct.	
8.	The Chartered Accountant firm should be at-least 5 partners in shape of self declaration (3 Partners FCA & 2 partners ACA).	
9.	Self attested copy of PAN of firm	
10.	Self attested copy of GST Registration certificate of firm.	
11.	Firm should have been in operation for at least 10 years after its registration and experience certificate at-least 10 years in audit and annual accounts (self declaration)	
12.	Bidder should submit photocopy of Balance Sheet, Trading and Profit & Loss Account duly certified by CA having valid UDIN no. along-with ITR acknowledgment with computation sheet of the last three financial years.	
13.	Copy of Membership Card of the Partners issued by ICAI	
14.	Self declaration on letter head of participating firm regarding acceptance of tender terms and conditions as per " Annexure-I ".	

Certified that the above particulars are correct. In the event of any information found to be incorrect the Institute is at liberty to reject the proposal of the CA Firm.

Date :

Signature.....

SEAL :

Name and Designation.....

SECTION - IX**Proforma for Financial Bid**

Sr. No.	Description	Empanelment fee (in Rs.) for a financial year (to be quoted) (Inclusive of all taxes and levies etc.)
1	Appointment of Chartered Accountants firms for Accounting, Tax Filling, Compilation of monthly Accounts & Preparing Balance Sheet of Confed Haryana and other related works for the F.Y 2025-26 and 2026-27.	

(To be given to be given on letter head of participating firm)

Date: _____

To

Managing Director,
Confed Head Office,
Panchkula.

Subject: Acceptance of terms & conditions of tender.

Tender Reference No. _____

Dear Sir,

1. I/We have downloaded/obtained the tender documents(s) for the above mentioned Tender/work from the website (s) namely;

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from page no. __1__ to __32__ (including all documents like annexure(s), schedule(s), etc) and I/We shall abide hereby by the all terms/conditions/clauses contained therein.
3. The corrigendum(s) issued from time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents(s)/corrigendum(s) in its totality/entirety.
5. In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposited absolutely.

Yours faithfully,

(Signature of the bidder with seal)