

28/05/2019

**EXCISE AND TAXATION DEPARTMENT,  
GOVERNMENT OF HARYANA**



**Request for Proposal**

**for**

**Empanelment of reputed Chartered Accountants/CA Firms for  
Setting up Internal Audit System in the Department**

**Issued by**

**EXCISE & TAXATION DEPARTMENT, HARYANA**

**Vanijya Bhawan, Plot No. I-3**

**Sector-5, Panchkula.**

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## **1. Disclaimer**

The information contained in this Request for Proposal document (the “ RFP”) or subsequently provided to the Bidders, whether verbally or in documentary or any other form, by or on behalf of the Government of Haryana, hereinafter referred to as the State Government, acting through the Department of Excise & Taxation, hereinafter referred to as the Department or any of its employees or advisors, is provided to the bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and it is neither an offer nor invitation by the Department to the prospective bidders or any other person. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their bid. This RFP may not be appropriate for all persons and it is not possible for the State Government or the Department or its employees or advisors, to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP, and where necessary obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Department accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed therein.

Neither the State Government nor the Department nor their employees or their advisors make any representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulation or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Applicants for participation in the Bidding process.

The Department also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any applicant upon the statement contained in this RFP.

The statements and explanations contained in this RFP are intended to provide an understanding to the Bidders about the subject matter of this Tender and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidders that will be set forth in the

contract for empanelment of reputed chartered accountants for setting up internal audit system in the department or the State Government's rights to amend, alter, change, supplement or clarify the scope of work, or the Contract to be signed pursuant to this RFP the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents, including this RFP, are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the State Government.

The State Government may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the State Government is bound to Empanel a CA Firm for setting up internal audit system in the department, and the State Government reserves the right to reject all or any of the bidders or bids or not to enter into an agreement for the empanelment of reputed chartered accountants for setting up internal audit system in the department in State of Haryana, without assigning any reason whatsoever.

Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the Bidders and the State Government, the Department, its employees and advisors shall not be liable, in any manner whatsoever, for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of its Bid, regardless of the conduct or outcome of the Bidding Process.

## **2. Notice Inviting Tender (NIT)**

The Excise & Taxation Department, Haryana (HETD) intends to empanel reputed Chartered Accountants Firms for establishing an internal audit system in the Department. For this purpose sealed bids from interested C.A firms were invited vide RFP (Request for proposal) dated 08/10/2018.

As sufficient number of bids were not received therefore, Government has decided to withdraw the tender notice issued on 08.10.2018. Fresh sealed bids are invited from Chartered Accountants Firms for establishing an internal audit system in the Department as per terms and conditions mentioned in this revised RFP.

It is clarified that the bidders who have applied for tender notice dated 08.10.2018 need not apply again, if no additional documents are to be submitted. Their previous bids will be considered, however they may submit additional documents which they wish to submit in terms of revised RFP. They may also submit fresh bid if they wish. Their fresh bids will be considered however, they will not be required to pay Participation Fee and EMD again.

### **Forms for making Bid and financial bids**

The application forms for Qualification and Expertise Bid and Financial Bid are annexed with this document as Annexure I and Annexure II respectively.

### **2.1 General Introduction**

The Department with a view to assessing the gaps and shortcomings in the current account keeping system, conducted a sample audit of district Panchkula and Gurugram during the sample audit of district Panchkula and Gurugram, following major activities were carried out:

- i) Checking of Demand and Disposal Register for cases decided under the Haryana Value Added Tax Act, 2003/ Central Sales Tax Act, 1956/Haryana Local Area Development Tax Act, 2000
- ii) Checking of MA-1 return w.r.t. old arrears and MA-2 return w.r.t. current arrears for the month of December, 2017 mentioned in the record of the department with the actual receipts by the treasury.

The sample audit revealed some shortcomings. The department has decided to set up an Internal Audit System for taking corrective measures for following identified lapses (but not limited to).

1. Wrong basis of figures of recovery shown in the MA-1 & MA-2 statements.

2. Non reliance on the figures of recovery made as shown on the e-grass site.
3. In some cases the columns of tax interest penalty, service of order and initials of the assessing authority have not been completed.
4. In some cases, sample check of disposal register have revealed that date of service of orders have not been mentioned.
5. In some cases, the column pertaining to initials of the official making entry in the column has not been printed in the disposal register.
6. Wrong figures of Demand carried forward from the Assessment order to the Demand and Disposal Register.
7. Monthly and quarterly totaling of amount of Tax collected and Over dues not done.
8. Interest liability not calculated on a quarterly/annual basis.
9. Unjustifiable time gap between the date when the assessments are finalized and the date when the assessment orders are typed.
10. In some cases dates of assessment orders not mentioned on orders.
11. Unjustifiable time gap between the date when the assessment orders are made/typed and their subsequent entry in the Demand and Disposal Register for cases decided under the Haryana Value Added Tax Act, 2003/Central Sales Tax Act, 1956/ Haryana Local Area Development Tax Act, 2000.

## 2.2 Groups

Keeping in view the revenue collection in VAT and CST (minus Excise) the year 2016-17, potential of district, scope of work and diversity of the business, the districts of the State are divided into two Groups. The groups are as follows:-

<b>Categorization of offices of Department</b>	
Group	Name of District
Group -A	Gurugram(East), Gurugram (West), Gurugram (North), Gurugram(South), Faridabad(East), Faridabad(West), Faridabad(South), Faridabad(North) and Sonapat
Group -B	Karnal, Panipat, Ambala, Rewari, Panchkula, Jhajjar, Hisar Rohtak, Jagadhari, Sirsa, Palwal, Bhiwani, Kurukshetra, Kaithal, Fatehabad, Jind, Mewat and Narnaul.

## 2.3 Key Events & Dates

<b>Events</b>	<b>Time period</b>
Issue of Request for Proposal	<b>28.05.2019</b>
Last date for submission of written pre-bid queries for clarifications (by e-mail on ID: <a href="mailto:hoharyanatax@gmail.com">hoharyanatax@gmail.com</a> )	<b>From 18.06.2019 to 20.06.2019 up-to 04:00 PM</b>
Date, time and place for pre-bid meeting	<b>25.06.2019 at 11:00 AM</b> <b>Conference Room, 3rd Floor, Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana</b> Phone: + 91 172 2590981, 2590988 Fax: +91 172 2590935 e-mail: <a href="mailto:hoharyanatax@gmail.com">hoharyanatax@gmail.com</a>
Date, time and place for Submission of Bids	<b>From 04.07.2019 and 05.07.2019 up-to 04:30 PM</b> Conference Room, 3rd Floor, Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana Phone: + 91 172 2590981, 2590988 Fax: +91 172 2590935
Date, time and place for Opening of 'Qualification and Expertise' bid -	<b>09.07.2019 at 11:00 AM</b> Conference Room, 3rd Floor, Vanijya Bhawan, Plot no. I-3, Sector 5, Panchkula, Haryana Phone: +91 172 2590981, 2590988 Fax: +91 172 2590935 e-mail: <a href="mailto:hoharyanatax@gmail.com">hoharyanatax@gmail.com</a>
Presentations by bidders who satisfy the 'Qualification and Expertise' criteria (If required)	<b>7 days (if required days may be extended).</b> (Individual Time slots of the bidders will be notified later)
Opening of Financial bids of the Bidders who have satisfactorily meet the 'Qualification and Expertise'.	<b>Date and Time for opening of Financials Bids to be intimated to the bidders later on</b> Conference Hall, 3 <sup>rd</sup> Floor, Vanijya Bhawan, Plot No. I-3, Sector-5, Panchkula, Haryana Phone: +91 172 2590981, 2590988 Fax: +91 172 2590935

	e-mail: <a href="mailto:hoharyanatax@gmail.com">hoharyanatax@gmail.com</a>
Empanelment of CA Firms who submit undertaking as per Point No. 4 of Clause 7 (Award of Contract) of RFP and Allotment of districts to empanelled CA Firms	<b>To be intimated to the bidders later on</b> Conference Hall, 3 <sup>rd</sup> Floor, Vanijya Bhawan, Plot No. I-3, Sector-5, Panchkula, Haryana
Bid validity	180 Days

- In the event of the date specified above being declared as a holiday for Haryana Excise and Taxation Department, the due date will be the following working day.

### Contact Details:

**Name:** Shri Mohit Setia, Chartered Accountant in the Excise and Taxation Department, Haryana.

**Email ID:** hoharyanatax@gmail.com

**Contact:** 0172-2590981

The potential bidders may contact at the address given above for any clarifications or correspondence regarding this RFP.

### 2.4 Time of Contract as Tabulated Below

Categorization of offices of Department.		
Group	Name of District	Prescribed time for completion of project from the date of signing of contract
Group –A	Gurugram(East), Gurugram (West), Gurugram (North), Gurugram (South), Faridabad(East), Faridabad(West), Faridabad(South), Faridabad(North) and Sonapat	1 Year
Group –B	Karnal, Panipat, Ambala, Rewari, Panchkula, Jhajjar, Hisar Rohtak, Jagadhari and Sirsa, Palwal, Bhiwani, Kurukshetra, Kaithal, Fatehabad, Jind, Mewat and Narnaul.	1 Year

### **3. Definitions and Interpretations**

**Amendment in RFP** means document issued in continuation or as modification or as clarification to certain points in the RFP. The bidders would need to consider the main document as well as any amendment issued subsequently for responding with a bid.

**“Assignment”** means the work to be performed by the Chartered Accountant Firm pursuant to the contract.

**“Balance Sheet size”** means the total of assets side of the balance sheet.

**Bid** refers to the qualification and the financial bids submitted by an eligible CA Firm pursuant to the release of this RFP as per the provisions laid down in this RFP and all subsequent submissions made by the Bidder.

**Bid Validity Period** shall mean the period of 180 days from the Bid Due Date (excluding the Bid Due Date) for which each bid shall remain valid.

**Bidder** shall mean any eligible Chartered Accountant Firm/LLP who is submitting its bids for empanelment of Chartered Accountant Firm in response to this RFP.

**CA Firm** means the Chartered Accountant Firm.

**Chartered Accountant Firm or CA Firm** means any entity or firm or an association of persons or Limited Liability Partnership (LLP) submitting its proposal for providing audit services to HETD in accordance with the term and condition specified herein and eligible to audit under the Chartered Accountant Act, 1949/ Chartered Accountant Act, Amendment Act 2006.

**“Contract” or “Agreement”** means the offer & acceptance / contract signed by the parties and all the attached documents and the appendices.

**Days** mean and shall be interpreted as calendar days unless otherwise specified.

**Eligible Bidders** means the Chartered Accountants Firms which fulfill the eligibility conditions mentioned in this RFP.

**Empanelled CA Firms** shall mean the Chartered Accountant Firm which fulfill the eligibility criteria and have given an undertaking to HETD to work at the rate decided by the HETD and has agreed to the terms and conditions of the RFP.

**Entity** means the Bidder/CA Firm.

**Financial statements** are reports prepared by a company's management to present the financial performance and position at a point in time. A general-purpose set of financial statements usually includes a balance sheet, income statements, statement of owner's equity, and statement of cash flows.

**HETD means** the Excise & Taxation Department, Haryana.

**"Proposal"** means the Technical Bid and the Financial Bid.

**RFP** means Request for Proposal prepared by HETD for the selection of audit firm

**Selected CA Firm** shall mean the Chartered Accountant Firm which has been allotted internal audit of districts after getting empanelled and signed/given acceptance to work with the department the contract with HETD.

**State** means the State of Haryana.

**Successful Bidder** means the entity who after qualifying technical evaluation has agreed to work at the terms and conditions of RFP and has given an undertaking to this effect.

**Tender Document** and RFP (Request for Proposal) are the same.

The term Chartered Accountant Firm, applicant/entity and bidder have been used interchangeably in the RFP document.

## **4. Eligibility Conditions and Qualification Criteria**

### **4.1 Qualification/Eligibility Criteria**

1. The entity must possess professional experience of a minimum of 10 years for Group 'A' and Group 'B' districts, as on 31.03.2018 (the necessary proof of the same as mentioned in Point No. 1 of Table 4.3 Qualification and Expertise Evaluation shall have to be furnished).

**Note:** It is clarified that any change of constitution except conversion from Partnership Firm to LLP Firm with the same name shall be treated as different entity. Professional Experience of Partnership firm prior to conversion into LLP Firm with same name shall also be taken into consideration. For example, a partnership firm bearing name M/s ABC & Associates after conversion into M/s ABC & Associates LLP, the same shall be treated as conversion of Partnership firm to LLP Firm with the same name.

2. The average gross turnover of the entity must be of Rs. 50 Lacs or above per annum for Group 'A' districts and average gross turnover of Rs.30 Lac or above per annum for Group 'B' districts for the immediately three preceding financial years i.e. 2014-15, 2015-16 & 2016-17 (the necessary proof for the same as mentioned in Point No. 2 of Table 4.3 Qualification and Expertise Evaluation shall have to be furnished).
3. The entity must have been officially associated in the capacity of internal audit/ statutory audit/ Concurrent audit/ Revenue audit with at least 2 Public banks/Govt. organizations/PSUs.(the necessary proof for the same as mentioned in Point No. 3 of Table Qualification and Expertise Evaluation shall have to be furnished).
4. The entity must possess atleast 3 years experience in Indirect Taxes. (the necessary proof for the same as mentioned in Point No. 5 of Table 4.3 Qualification and Expertise Evaluation shall have to be furnished).
5. The entity must be a registered entity consisting of at least one partner/ proprietor/Promoter who is an FCA and has experience of 3 years in the field of Indirect Taxes (the necessary proof for the same as mentioned in Point No. 6 of Table 4.3 Qualification and Expertise Evaluation shall have to be furnished).

6. The entity must be registered with CAG of India for conducting statutory audit of Govt. organizations /PSU's for the financial year 2017-18 (the necessary proof for the same shall have to be furnished).
7. The entity must be registered with RBI for conducting statutory audit of branches of nationalized banks for the financial year 2017-18 (the necessary proof for the same shall have to be furnished).
8. The entity empanelled must not have represented any case before the tax authority of the department in the district allotted to him in the last 3 years including current financial year or must not represent during the term of empanelment. An undertaking must be submitted in this regard.
9. (i) The entity empanelled will have to give an undertaking containing the list of dealers for whom they have audited/maintained books of accounts/rendered any other professional service in the last three years including current financial year.

The empanelled entity will not be given work of internal audit for those dealers and proportionate share of fees will be deducted from the bills payable.

(ii) The empanelled entity will also have to give an undertaking that it will not take up any assignment from any dealer for which they are doing internal audit during the term of empanelment.
10. The entity shouldn't have been black-listed/debarred by any institution of the Central or State Government or any other institution of any State in the last 3 years including the current Financial Year at the time of submission of bid. Attach a self-attested certificate along with bid.
11. An Applicant must not have a conflict of interest that may affect the Selection Process or the Consultancy. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, HETD shall forfeit the earnest money, without prejudice to any other right or remedy that may be available to HETD hereunder or otherwise.

## 4.2 Other Conditions

1. A bidder may submit bids for empanelment of both groups but it shall have to submit separate bids for each group, if it is applying for more than one group.
2. The bidder applying for both groups shall have to submit separate participation fees and EMD.
3. The bidder is required to submit 'Qualification and Expertise Bid' as given in (Annexure I) and 'Financial Bid' in Annexure II for Group A & B separately.
4. For Qualification and Expertise Bid, the bidder shall submit one hard copy of the Bid and one soft copy in a CD.
5. Qualification and Expertise Bid must be submitted in a sealed envelope marked as 'Technical Bid Group -----'.
6. Financial Bid must be submitted in a sealed Envelope marked as 'Financial Bid Group -----'.
7. The bids must be accompanied with the required documents as per RFP.
8. DDs for participation fee and EMD shall be handed over separately and not contained in the Financial Bid Envelope.
9. The bidder shall be issued an acknowledgement by the HETD on receipt of bid.
10. The empanelled entity will have to depute 1+4 (1 C.A+4 semi qualified persons that may be C.A intern with minimum one year of experience, M.Com, B.Com with 5 years of experience, Retd. A.O.s from Services of State/Central Government including those who have worked with Excise/Taxation Departments of any State or of Govt. of India) for group A districts, 1+3 for group B districts. The entity empanelled will not be able to engage C.A or semi-qualified persons from the district allotted to it.
11. The contract will be carried out initially for the period mentioned in Table no. 2.5 for conduct of audit as per scope of work of the respective district(s) for the financial year 2017-18. The contract may be extended for conducting audit of previous year/ years, if required, on the basis of satisfactory performance of the entity and mutual understanding of the department and the entity. For reconciliation /checking of old arrears (MA-1) the scope of work may extend to years proceeding to 2017-18.

12. The selected entity shall have to give an Undertaking to maintain confidentiality of the documents and Intellectual Property of the department. The empanelled entity will have to enter into a contract with the department that in case of breach of any clause of the contract , one or all of the following legal steps may be taken against the entity
  - a. The loss caused to the State Exchequer will be deducted from the amount that becomes due for payment at that time after providing an opportunity of being heard; and/or
  - b. any other legal action, if required, may also be taken against the proprietor /partner/Promoter/employee/CA Intern of the empanelled entity.
  - c. The entity may be blacklisted to for future to participate in any schemes/bid of the Government of Haryana.
13. The scope of work to be undertaken by the entity may be seen on the department's website, viz; [www.haryanatax.gov.in](http://www.haryanatax.gov.in).
14. It is clarified that no TA (Travelling Allowance) or any other allowance will be given to any empanelled entity for any expense incurred in relation to any official purpose or any other purpose.
15. Alterations if any, in the offer should be attested properly by the Firm, failing which the offer is liable to be rejected.
16. The selection of CA Firms and allotment of districts shall be made as per clause 7 (Award of Contract) of RFP.
17. Printed terms and conditions of the offering firm will not be considered as forming part of their offer.
18. No deviation in terms and conditions will be accepted. It shall be deemed that by submitting the Bid, the Applicant has made a complete and careful examination of the RFP;, received all relevant information requested from the Authority, accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority, satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations there under, acknowledged that it does not have a Conflict of Interest and agreed to be bound by the undertaking provided by it under and in terms hereof.
19. In the event of the firm or the concerned division of the firm is taken over/brought over by another firm, all the obligations under

the agreement with HETD, shall be passed on for compliance to the new firm/new division. This clause be incorporated in the terms of such contract.

20. No bid shall be accepted which is not accompanied with participation fee and earnest money deposit.
21. No Bidder/Applicant shall submit more than one application for selection as internal auditor for each group to HETD. If an applicant submits or participates in more than one proposal, all such proposals shall be disqualified.
22. The HETD reserves the right to limit the number of bidders, who qualify as per mandatory eligibility criteria mentioned in Clause 4.1.
23. The Terms & Conditions as mentioned in the proposal will be the basis for contract/assignment/letter of appointment to be signed/accepted by the selected CA firm.
24. Amount in Financial Proposal should be mentioned both in figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the financial proposal, the lower of the two shall prevail.
25. The cost quoted by the bidder shall be inclusive of all costs including expenses, charges, taxes, cess, overheads, profits but excluding goods and service tax if any and shall separately state the basic audit fee and the GST in Indian Rupees up to two decimal places.
26. The Bidder may modify or withdraw its Bid after the submission of the Bid, provided that HETD receives written notice of the modification or withdrawal, before the expiry of deadline prescribed for submission of Bids i.e. last date of receipt of the Bid.
27. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the procedure set-out for submission of Bids and shall be placed in an envelope marked as "MODIFICATION" or "WITHDRAWAL" as appropriate. A duly signed withdrawal notice must be deposited in similar manner as the bid , so as to reach the designated office, before the expiry of deadline for submission of Bids i.e. last date of receipt of the Bid.

28. Withdrawn Bids, if any, will be returned unopened to the Bidders however, participation fees shall not be returned.
29. The HETD, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.
30. As per scope of the RFP, subcontracting is prohibited. Accordingly, selected Firm is required to all its activities as mentioned in Clause 5 of RFP during the term of assignment.
31. HETD reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
32. Earnest money deposit will be forfeited in case the successful bidder fails to sign the contract within the stipulated period.
33. HETD shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by HETD, in its sole discretion, may include but are not limited to, the following:
  - (i) Services contemplated are no longer required;
  - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
  - (iii) Proposed fees are unacceptable to the Work;
  - (iv) The Project is not in the best interests of HETD;
  - (v) Any other reason.

### 4.3 'Qualification and Expertise' Evaluation

The 'Qualification and Expertise' bids shall be evaluated as per following scoring method-

Sr. No	Criteria	Gross scoring points	Maximum scoring points	Documents to be attached with the application towards proof of qualification of the respective criteria
1	<p>The entity should have professional experience of minimum 10 years for Group 'A' districts, and Group 'B' districts as on 31.03.2018 (the necessary proof of the same shall have to be furnished).</p> <p><b>Note:</b> Any change of constitution, except conversion from Partnership Firm to LLP Firm with the same name, shall be treated as different entity. However, professional experience of Partnership firm prior to conversion into LLP Firm with same name shall be taken into consideration.</p>	<p>5 points for 10 years and 1 point for each additional complete year beyond 1 years for Group A and Group B Districts</p>	15	<p>Constitution certificate issued by ICAI</p> <p>Proof of conversion from partnership firm to LLP with same name to be submitted.</p>
2	<p>The average gross turnover of the entity should be of Rs. 50 Lacs or above per annum for Group 'A' districts and average gross turnover of Rs. 30 Lacs or above per annum for Group 'B' for the immediately three preceding financial years i.e. 2014-15 &amp; 2015-16 and 2016-2017.</p>	<p>Points for average turnover of Rs. 50 Lacs for group A : 5</p> <p>Points for each additional turnover of Rs.15 Lac for group A : 1</p> <p>Points for average turnover of Rs.30 Lac for group B : 5</p> <p>Points for each additional turnover of Rs. 10 Lac for group B : 1</p>	10	<p>Copy of Certified Financial Statements with notes to accounts and all annexures for each of these financial years along with the copy of ITRs and the Acknowledgement of ITR.</p>
3	<p>The entity should have</p>	<p>Points for entity</p>	10	<p>Copies of</p>

	been officially associated in the capacity of internal audit/ statutory audit/ Concurrent audit/ Revenue audit with at least 2 Public banks/Govt. organizations/PSUs	associated with 2 such banks/Government Organizations/PSUs : 4  Points for each additional one organization : 1		appointment letters/Work Order/Agreements
4	Preference shall be given to the entity which is professionally associated with more than one department of Haryana Govt. in the last three years	Points for entity who has been Professionally associated with two departments of Haryana Government : 2	2	Copies of appointment letters
5.	The entity should have atleast 3 years experience in Indirect Taxes.	Points for entity having 3 years experience: 2  Points for each additional complete one year: 1	5	Declaration signed by the designated person of the entity stating experience of 3 years or more in Indirect taxes on the letter head of the entity along with copy of work order/agreement/ any other proof for which the entity has worked. <b>OR</b> Copy of experience certificate in the field of Indirect taxes issued by the client on its letter head clearly specifying the period for which the entity has worked for it.
6.	The entity must be a registered entity consisting of at least one partner/ proprietor / Promoter	Points for entity having FCA with experience of 3 years in field of indirect taxes : 2	8	1. Copy of Registration letter/member card

	<p>who is an FCA and has experience of 3 years in the field of indirect Taxes.</p>	<p>Points for each such additional FCA : 2</p> <p>Points for each ACA having experience of three years in field of indirect taxes: 1</p>		<p>issued by ICAI to FCA/ACA.</p> <p>2. Declaration signed by the designated person of the entity stating experience of 3 years or more in Indirect taxes on the letter head of the entity along with copy of work order/agreement/ any other proof for which the FCA/ACA has worked.</p> <p><b>OR</b></p> <p>Copy of experience certificate in the field of Indirect taxes issued by the client on its letter head clearly specifying the period for which the ACA/FCA has worked for it.</p>
	<p>Maximum Points</p>		<p>50</p>	

## **5. SCOPE OF WORK**

### **5.1 Related to Assessment**

1. Assessment cases of different years entered into disposal register for the year 2017-18 (cases entered in the register from 01.04.2017 to 31.03.2018) would be covered.
2. Comparison of figures of sales and purchases given in quarterly returns filed by the non composition dealer(s) in form VAT R-1 with Annual return filed in Form VAT R-2 and their reconciliation, if required. For composition/ lump-sum dealers, R-6 returns should be reconciled.
3. Comparison of figures of sales and purchases shown in Balance sheet along with Trading and Profit & Loss account submitted by the dealer(s) with VAT R-2 return.
4. Checking of arithmetical calculations as shown/recorded in the assessment orders.
5. Verification of the payments of voluntary tax from DCR/E-Gras as allowed in the assessment order.
6. Checking and verification of the claims/deductions allowed in assessment order under VAT Act with reference to availability of declarations like VAT D-1 etc on file.
7. Checking and verification of claims/deductions as allowed in assessment order under CST Act with reference to the availability of declaration like C, F, H, E-1, documents of exports etc on the assessment file.
8. Checking and verification of claims/adjustments like TDS, ITC, Excess Tax brought forward etc as allowed in the assessment order from the records like previous quarter return.
9. Checking and verification of the proper service of Tax Demand notice (TDN) & copy of assessment order(s) upon the dealer(s) from the assessments files.
10. Checking, Comparison and verification of the figures and other details shown in demand and disposal register with the respective assessment record/file.
11. Checking, Comparison and verification of the figures of additional demand shown in the disposal register with the figures taken in the arrears lists.

12. Checking and verification of cases remanded by the higher authorities to verify whether the said orders are duly entered into the register maintained for that purpose; whether the said order(s) have been duly handed over to the officer concerned for disposal. Whether the remand cases have been decided within limitation period.
13. Checking and verification of revision cases; whether the case sent for revision has been entered in the list of cases for revision maintained by the Revisional Authority and also to verify whether the revision case has been decided in time or not.
14. Before finalizing the observation and recommendations in relation to a particular case or entry, the consulting entity would ordinarily take the comments of the officer concerned as well as of the DETC(ST).

## **5.2 Related to Recovery**

The Ward Officers share their monthly reports regarding the Disposal of cases and Demands created during the month along with recovery/deletion of the demands created during the previous months. Such information is prepared for the old and current arrears of the ward which is finally compiled by the STA of the district in form MA-1 (old arrears) and MA-2 (current arrears) and MA-3 (voluntary tax).

The entity engaged shall also be assigned the following scope of work on this issue:-

1. Comparison, checking and verification of actual recovery and deletion made in respective wards with the figures shown in arrear statements of the district.
2. To check whether the Demand created as per the Disposal Registers matches with the Assessment order and has been correctly incorporated in the monthly statements. Any mismatch should be immediately reported in detail.
3. Recoveries claimed in the monthly statements – to check whether proper posting against the corresponding entry in the respective Disposal Register have been made.
4. Recovery claimed – To check whether recovery actually realized to the State Exchequer by verification from E-Gras and GST Portal.
5. Deletion claimed – whether supported by relevant documents.
6. The realization of interest under section 59 of the HGST Act 1973 and section 23 of HVAT Act 2015 on the recoveries effected may also be examined and reported on.
7. Checking of proper maintenance of recovery files involving arrears

of more than ₹ 1 Lac.

8. Detailed checking and examination of recovery files involving arrears above Rs.1 Lac under the heads installments, Inter State, liquidation, property attachment and stay by courts and net recoverable.
9. An Appeal Register is maintained by the DETC- In-charge of the district wherein the details of cases under appeal are recorded. The directions of the Appellate Authorities viz-a-viz deletion of the demands, re-assessments/disposal of remand orders and recoveries etc are required to be followed up by the respective Ward Officers. The entity engaged for the purpose may be assigned to examine the Appeal Register and submit a report on the required follow up actions.
10. To start with, such report to be generated for the FY 2017-18 and thereafter for the preceding two fiscal years. Essentially, such reports be sent to the Head Office by the DETC In-charge of the district with his comments within a fortnight.
11. For reconciliation/ checking of old arrears (MA-1) the scope of work may extend to years preceding to 2017-18.

### **5.3 Phases/priorities of the scope of work and payment**

<b>Sr . No .</b>	<b>Phase /Priority</b>	<b>Work Assigned</b>	<b>Time Period for completion of work assigned</b>	<b>Payment</b>
1	Phase 1	<p>Old arrear as on 01.04.2014 to be taken as base figures of arrears.</p> <ul style="list-style-type: none"> <li>• To check whether recovery files of arrear amount of Rs.1 Lac and above are properly maintained.</li> <li>• Recovery/deletion of old arrear as on 01.04.2014 claimed during 2014-15 to be verified from E-grass, artifacts and finally from monthly statement MA-1.</li> <li>• Current arrear created during 2014-15 to be verified from assessment orders viz-a-viz the disposal register and MA-2.</li> <li>• Recovery of current arrear to be verified from E-grass and deletion from artifacts and finally from monthly statement MA-2.</li> <li>• The balance of current arrear and old arrear after recovery and deletion to be properly carried forward as opening</li> </ul>	2 months from the date of signing of contract.	15% of the contract amount on satisfactory performance of work accomplished, based on the report of DETC concerned.

		<p>balance of old arrear as on 01.04.2015.</p> <ul style="list-style-type: none"> <li>• Monthly progress report of above activities to be submitted to the concerned DETC (ST) within a week of completion of the month to be followed by a comprehensive completion report of the phase within 10 days of the completion as per timelines.</li> </ul>		
2	Phase 2	<p>Old arrear as on 01.04.2015 to be taken as base figures of arrears.</p> <ul style="list-style-type: none"> <li>• To check whether recovery files of arrear amount of Rs.1 Lac and above are properly maintained.</li> <li>• Recovery/deletion of old arrear as on 01.04.2015 claimed during 2015-16 to be verified from E-grass, artifacts and finally from monthly statement MA-1.</li> <li>• Current arrear created during 2015-16 to be verified from assessment orders viz-a-viz the disposal register and MA-2.</li> <li>• Recovery of current arrear to be verified from E-grass and deletion from artifacts and finally from monthly statement MA-2.</li> <li>• The balance of current arrear and old arrear after recovery and deletion to be properly carried forward as opening balance of old arrear as on 01.04.2016.</li> <li>• Monthly progress report of above activities to be submitted to the concerned DETC (ST) within a week of completion of the month to be followed by a comprehensive completion report of the phase within 10 days of the completion as per timelines.</li> </ul>	2 months from the date of completion of first phase.	15% of the contract amount on satisfactory performance of work accomplished, based on the report of DETC concerned.
3	Phase 3	<p>Old arrear as on 01.04.2016 to be taken as base figures of arrears.</p> <ul style="list-style-type: none"> <li>• To check whether recovery files of arrear amount of Rs.1 Lac and above are properly maintained.</li> <li>• Recovery/deletion of old arrear as on 01.04.2016 claimed during 2016-17 to be verified from E-grass, artifacts and finally from monthly statement MA-1.</li> <li>• Current arrear created during</li> </ul>	2 months from the date of completion of second phase.	15% of the contract amount on satisfactory performance of work accomplished, based on the report of DETC concerned.

		<p>2016-17 to be verified from assessment orders viz-a-viz the disposal register and MA-2.</p> <ul style="list-style-type: none"> <li>• Recovery of current arrear to be verified from E-grass and deletion from artifacts and finally from monthly statement MA-2.</li> <li>• The balance of current arrear and old arrear after recovery and deletion to be properly carried forward as opening balance of old arrear as on 01.04.2017.</li> <li>• Monthly progress report of above activities to be submitted to the concerned DETC (ST) within a week of completion of the month to be followed by a comprehensive completion report of the phase within 10 days of the completion as per timelines.</li> </ul>		
	Phase 4	<p>(i) Old arrear as on 01.04.2017 to be taken as base figures of arrears.</p> <ul style="list-style-type: none"> <li>• To check whether recovery files of arrear amount of Rs.1 Lac and above are properly maintained.</li> <li>• Recovery/deletion of old arrear as on 01.04.2017 claimed during 2017-18 to be verified from E-grass, artifacts and finally from monthly statement MA-1.</li> <li>• Current arrear created during 2017-18 to be verified from assessment orders viz-a-viz the disposal register and MA-2.</li> <li>• Recovery of current arrear to be verified from E-grass and deletion from artifacts and finally from monthly statement MA-2.</li> <li>• The balance of current arrear and old arrear after recovery and deletion to be properly carried forward as opening balance of old arrear as on 01.04.2018.</li> </ul> <p>(ii) Examination of assessment files disposed of during 2017-18, the following activities of scope of work related to assessment are required to be conducted simultaneously</p> <ul style="list-style-type: none"> <li>• Assessment cases of different</li> </ul>	4 months from the date of completion of third phase.	25% of the contract amount on satisfactory performance of work accomplished, based on the report of DETC concerned.

		<p>years entered into disposal register for the year 2017-18 (cases entered in the register from 01.04.2017 to 31.03.2018) would be covered.</p> <ul style="list-style-type: none"> <li>• Comparison of figures of sales and purchases given in quarterly returns filed by the dealer(s) in form VAT R-1 with Annual return filed in Form VAT R-2 and their reconciliation, if required.</li> <li>• Comparison of figures of sales and purchases shown in Balance sheet along with Trading and Profit &amp; Loss account submitted by the dealer(s) with VAT R-2 return.</li> <li>• Checking of arithmetical calculations as shown/recorded in the assessment orders.</li> <li>• Verification of the payments of voluntary tax from DCR/E-Gras as allowed in the assessment order.</li> <li>• Checking and verification of the claims/deductions allowed in assessment order under VAT Act with reference to availability of declarations like VAT D-1 etc on file.</li> <li>• Checking and verification of claims/deductions as allowed in assessment order under CST Act with reference to the availability of declaration like C, F, H, E-1, documents of exports etc on the assessment file.</li> <li>• Checking and verification of claims/adjustments like TDS, ITC, Excess Tax brought forward etc as allowed in the assessment order from the records like previous quarter return.</li> <li>• Checking and verification of the proper service of Tax Demand notice (TDN) &amp; copy of assessment order(s) upon the dealer(s) from the assessments files.</li> <li>• Checking, Comparison and verification of the figures and other details shown in demand and disposal register with the respective assessment record/file.</li> <li>• Checking, Comparison and verification of the figures of</li> </ul>		
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		<p>additional demand shown in the disposal register with the figures taken in the arrears lists.</p> <ul style="list-style-type: none"> <li>Monthly progress report of above activities to be submitted to the concerned DETC (ST) within a week of completion of the month to be followed by a comprehensive completion report of the phase within 10 days of the completion as per timelines.</li> </ul>		
	Phase 5	<p>Remaining Scope of work as mentioned in Para No. 5.1 and Para No.5.2 except computation of interest on finalized outstanding amounts as on 01.04.2018.</p> <p>Monthly progress report of above activities to be submitted to the concerned DETC (ST) within a week of completion of the month.</p>	1 month from the date of completion of fourth phase.	10% of the contract amount on satisfactory performance of work accomplished, based on the report of DETC concerned.
	Phase 6	<p>Computation of interest on finalized outstanding amounts as on 01.04.2018 and any other work that may be assigned for audit.</p> <p>Monthly progress report of above activities to be submitted to the concerned DETC (ST) within a week of completion of the month.</p>	1 month from the date of completion of fifth phase.	10% of the contract amount on satisfactory performance of work accomplished, based on the report of DETC concerned.
	Phase 7	<p>Successful completion of the project and report regarding satisfactory performance from DETC concerned.</p>	1 month the date of completion of the project work.	10% of the contract amount on satisfactory performance of work accomplished, based on the report of DETC concerned after the completion of the project work.

- After the completion of the work assigned in the contract a consolidated report covering all the points shall also be submitted by the entity. The reports shall be submitted to the DETC concerned who shall forward it with his comments within fortnight of receipt of reports to the Head office.

## **6. BIDDING PROCESS**

Wide publicity for inviting sealed bids for the Bid shall be undertaken by the Department through advertisement in English and Hindi National Newspapers through website of the department and website of the Government of Haryana. A time of 39 days may be provided for participation to the eligible Chartered Accountants entities.

### **6.1 Bid Documents & Conditions:**

1. A bidder may submit bids for empanelment of both groups but it shall have to submit separate bids for each group, if it is applying for more than one group.
2. The bidder applying for both groups shall have to submit separate participation fees and EMD.
3. The bidder is required to submit 'Qualification and Expertise Bid' as given in (Annexure I) and 'Financial Bid' in (Annexure II) for Group A & B separately. The Technical bid shall include one hard Copy along with soft copy in a CD.
4. Bidders are advised to study the RFP carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications. Failure to furnish all information required in the bidding documents or submission of a bid not in accordance with the bidding documents in every respect shall be at the participating firm's risk and may result in rejection of the bid.
5. The response to this RFP should be full and complete in all respects. Incomplete or partial bids shall be rejected.
6. Conditional responses shall not be accepted on any ground and shall be rejected straight away. If any clarification is required, the same should be obtained before the submission of the bid document(s).
7. All the communication to HETD including this Request for Proposal and the bid documents shall be signed on each page by the authorized representative of the bidder. The letter of authorization shall be indicated in writing by power-of-attorney accompanying the bid.
8. Any clarification required regarding the Terms & Conditions in Request for Proposal may be obtained in writing from the office of the Excise and Taxation Commissioner, Government of Haryana,

Vanijya Bhawan, Plot No. I-3, Sector-5, Panchkula, Haryana before submission of the Bid.

9. In case of any ambiguity, the original document available with HETD shall be treated as final document.
10. In case of any ambiguity regarding interpretation of RFP, Clarification of HETD shall be final.
11. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initiated and stamped by the person or persons signing the Bid in original.

## **6.2 Participation Fee:**

The bidder shall have to deposit a non-refundable and non transferable participation fee of INR 5,000/- (Rs. five thousand only) and refundable earnest money INR 2,00,000/- (Rs. two Lac only) in the form of Demand Drafts in favour of “Excise & Taxation Commissioner, Haryana” payable at Panchkula, Haryana along with their bids.

## **6.3 Amendment to Request for Proposal**

At any time prior to the deadline for submission of Bids, HETD, for any reason, whether on its own initiative or in response to the clarification requested by a prospective bidder, may modify, change, incorporate or delete any condition in the Request for proposal by amendment, which will be uploaded on the official website of the department i.e. [www.haryanatax.gov.in](http://www.haryanatax.gov.in) and such amendment shall be binding on them. HETD may, at its discretion, extend the deadline for the submission of Bids which will be uploaded on the official website of the Department.

## **6.4 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid, including cost of presentation for the purposes of clarification of the bid, the preparation or execution of any benchmark demonstrations or for any work performed prior to the execution of a formal contract if so desired by HETD. For any reason or in any case, HETD shall not take responsibility or liability for these costs. All materials submitted become the property of HETD and may be returned at its sole discretion.

## **6.5 Documents to be submitted with Bid**

1. Certificates of professional experience of 10 years or more years for Group A and Group B Districts as on 31/03/2018 as mentioned in

- Point No. 1 of Table 4.3 “Qualification & Expertise Evaluation” i.e. Copy of registration certificate with ICAI.
2. Proof of average gross turnover of Rs. 50 Lacs or above per annum and above to bid for Group ‘A’ Districts and Rs. 30 Lac or above per annum to bid for Group B Districts in financial years 2014-15, 2015-16 and 2016-17 as per Point No.2 of Table 4.3 “Qualification & Expertise Evaluation”.
  3. Copies of appointment letters for Internal Audit / Statutory Audit/ Concurrent Audit/ Revenue Audit of 2 Public banks /Government Organizations/PSUs as mentioned in Point No.3 of Table 4.3 “Qualification & Expertise Evaluation”.
  4. Copy of appointment letter issued by Haryana Government Department for audit in the last three preceding years as mentioned in Point No.4 of Table 4.3 “Qualification & Expertise Evaluation”.
  5. Experience certificates of entity in Indirect Taxes for at least 3 years as mentioned in Point No.5 of Table 4.3 “Qualification & Expertise Evaluation”.
  6. Experience certificates of partner/proprietor/promoter (FCA) and ACA as the case may be in Indirect Taxes for atleast 3 years as mentioned in Point No.6 of Table 4.3 “Qualification & Expertise Evaluation”.
  7. The bidder shall submit Demand Drafts for participation fee of INR 5,000/- (Rs. five thousand only) and INR 2,00,000/- (Rs. two Lac only) for EMD drawn on a nationalized bank or scheduled bank in favour of “Excise & Taxation Commissioner, Haryana” from a nationalized bank. The DDs should be enclosed to the Request for Proposal Form. The Address of the entity submitting the Request for Proposal has to be furnished on reverse of the DDs.
  8. Copy of Certificates of registration with RBI for conducting statutory Audit of branches of nationalized banks for the F.Y. 2017-2018.
  9. Copy of Certificate of registration with CAG for conducting statutory Audit of Govt. Organizations/PSUs for the Financial Year 2017-18.

## **6.6 Bid Submission and Correspondence**

Address for Bid Submission and Correspondence:

The Excise and Taxation Commissioner, Government of Haryana  
Vanijya Bhawan, Plot No. I-3, Sector-5, Panchkula, Haryana

Phone: + 91 172 2590990, 2590988, 2590981

Fax: +91 172 2590935

e-mail: [hoharyanatax@gmail.com](mailto:hoharyanatax@gmail.com)

### **6.7 Timely Submission**

Bidders are solely responsible for timely submission of the bids at the location as mentioned above in “Key Events and Dates”. Bids received after the last date and time of submission will not be considered.

The response to Request for Proposal/bids submitted by the bidder(s) through post/courier/fax/email will not be considered. No further correspondence will be entertained in this matter.

### **6.8 Opening of Bids**

Bids shall be opened by the committee constituted by the Excise and Taxation Commissioner in presence of bidder’s representatives (if they are present, else it will be opened in presence of the other representatives, officials present). Technical bids will be opened before the financial bids at the addresses mentioned in the Key Events & Dates. If all documents mentioned in each parts of Bid are not found, then *bid* will be summarily rejected.

The bidder’s representative willing to attend the opening of the bids shall bring authorization letter duly signed by Authorized signatory and counter signed by the representative who wish to attend the opening of bids. The bidder’s representative shall sign attendance register during opening of bids.

### **6.9 Signature**

A representative of the bidder, who is authorized to commit the bidder to contractual obligations, must sign with the bidder’s name and seal on all and each pages of the Bid, including the Request for proposal. All obligations committed by such signatories must be fulfilled.

### **6.10 Period of Validity of Bids**

The Bids shall be valid for a period of 180 Days from the date of opening of the Bids (including the date of opening of Bid). A Bid valid for a shorter period may be rejected as non-responsive.

### **6.11 Non-Conforming Bids**

Non performing bids will not be considered. Any Bid may be constructed as a non-conforming Bid and ineligible for consideration if it does not comply with the requirements of this Request for proposal. The failure to comply with the requirements, and acknowledgment of receipt of amendments, are common causes for holding bids non-conforming.

## **6.12 Language of Bids**

The Bid and all correspondence and documents shall be written in English. All Bids and accompanying documentation will become the property of the Haryana Excise and Taxation Department and will not be returned. The hard copy version will be considered as the official Bid.

## **6.13 Contacting HETD**

No bidder shall contact HETD on any matter relating to its bid, after opening of Financial bid till contract is awarded. If bidder wishes to bring additional information to the notice of HETD he can communicate in writing at address given for correspondence. HETD reserves the right for consideration of such information. Any effort by bidder to influence HETD in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the bidders bid and also forfeiture of his earnest money.

## **6.14 Modification and withdrawal of Bid**

No Bid may be modified or withdrawn in the interval between the deadline for submission of Bids and the expiration of the validity period. Modification or withdrawal of Bid during validity may lead to forfeiture of earnest money paid against this Request for proposal.

## **6.15 Disqualification**

The bids received from a bidder is liable to be disqualified in the following cases:

- i. Bid not submitted in accordance with the RFP.
- ii. The bidder qualifies the bid with his own conditions.
- iii. During validity of the Bid, or its extended period, if any, the bidder increase his quoted prices.
- iv. Bid is received in incomplete form.
- v. Bid is received after due date and time.
- vi. Bid is not accompanied by all requisite supporting documents.
- vii. Information submitted in 'Qualification and Expertise' /Financial Bid is found to be misrepresented, in correct or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- viii. Financial Bid is enclosed with the same envelope as 'Qualification and Expertise' Bid.
- ix. The successful bidder fails to enter into a contract within 45 working days of the date of notice of award of contract or within such extended period, as fixed by HETD.

- x. Empanelled Firm/Awardee of the contract has given the letter of acceptance of the contract with his conditions.
  - xi. Non fulfilling of any condition / terms by bidder.
  - xii. Any other reason at the discretion of the HETD.
- Unsuccessful Bidder's bid Earnest Money will be returned as promptly as possible after the award of the contract to the successful bidder. No interest will be payable by the HETD on the amount of the Earnest Money.

#### **6.16 Disciplinary action for professional misconduct:**

In case of any professional misconduct observed on the part of the selected firm, in addition to the remedies such as to debar such firm from any future service to the HETD and Haryana Government, intimation of such misconduct to the authorities such as RBI/IBA/GOI, etc., the HETD will also be entitled to approach any Court of law or Governing authority such as RBI/IBA/GOI/ICAI.

## **7. Award of Contract**

The bidders will be selected for allotment of districts by adopting the following mode of selection:-

1. Technical evaluation of the bidders who satisfy the eligibility conditions as per Sr. No. 1-11 of clause 4.1 shall be done by the committee in presence of the authorized signatories of the bidders present on the date of opening of technical evaluation of bids. The committee may seek clarification from the bidders for better understanding.
2. Financial bids of the bidders who qualify the technical bid evaluation will be opened in presence of the authorized signatories of the technically qualified bidders who may be present on the date of opening of financial bids.
3. The average of lowest three financial bids received i.e. L1, L2, and L3 shall be the benchmark of fee for payment by the Department for internal audit of each district in a groups.
4. All the technically qualified bidders whose financial bids have been evaluated will have to give an undertaking that it (Firm) is willing to work at the benchmark fee in order to qualify for empanelment.
5. A merit list (based on technical score in descending order will be prepared of the bidders) who have submitted undertaking as required in Point No. (4) above. The bidders giving undertaking will be empanelled for setting up of internal audit system in the Department.
6. The empanelled entities shall be allotted one district of their choice in descending order in the order of merit and ranking based on technical evaluation of empanelled entity subject to availability of districts remaining unalloted.
7. For the districts remaining unalloted after the first round of allotment, the entities in descending order in the order of merit and ranking of empanelled entities will be given choice to select one district out of the unalloted districts.
8. Once a technically qualified bidder has given an undertaking as required in point no. (4) above it would be bound to select at least one district out of the districts remaining unalloted. In case of failure, its security/earnest amount shall be forfeited and the

empanelled entity will be blacklisted for three years to participate in any scheme/bid for Government of Haryana.

9. The entity who has been allotted district(s) as per their choice may be given an option by the Excise and Taxation Commissioner to select any other district out of the unallotted districts subject to maximum of total 3 districts in a group.
10. If any entity is allotted more than one district in a group, it will have to start its work simultaneously in each of the districts so as to complete the work within the prescribed time for each district. No extension of time period will be allowed.
11. In case of equal ranking/score in technical evaluation the empanelled CA Firm will be given preference in ratio of turnover in descending order for allotment of districts.
12. The selected bidder shall have to give undertakings as prescribed at Sr. No. 8 and 9 of clause 4.1.

### **7.1 HETD's right to accept any Bid and to reject any or all Bids**

HETD 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. Haryana Excise and Taxation Department will not be responsible for any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the grounds for HETD's action.

### **7.2 Signing of Contract**

The successful bidder shall have to enter into a separate agreement, incorporating all correspondence (to be discussed and agreed upon separately) with the Excise and Taxation Department, Haryana within 45 working days from the date of notice of award of contract or within such extended period, as fixed by HETD.

### **7.3 Failure to Agree with the Terms & Conditions of the Request for Proposal**

Failure of the successful bidder to agree with the terms & conditions of the Request for proposal including the agreement shall constitute sufficient grounds for the annulment of the award, in which event HETD may award the contract to another bidder or call for new Bids.

#### **7.4 Bidder's Integrity**

The bidder is responsible to conduct all contracted activities as defined in the scope of work in accordance with the contract.

#### **7.5 Interpretation of the Clauses in the Request for Bid/Contract document**

In case of any ambiguity, in the interpretation of any of the clauses in Request for Proposal or contract document, the HETD's interpretation of the clauses shall be final and binding on all parties.

#### **7.6 Limitation of Liability**

The aggregate liability of the selected CA Firm under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the selected CA Firm hereunder. The preceding limitation shall not apply to liability arising as a result of the selected CA Firm's fraud or willful misconduct in performance of the service hereunder.

#### **7.7 Termination for Default**

HETD may, without prejudice to any other remedy for breach of conduct by written notice of default sent to the bidder, terminate the contract in whole or in part and its security/earnest amount shall be forfeited.

1. If the bidder fails to provide satisfactory services at the desired level of contract within the time period(s) specified in the contract, or any extension thereof granted by HETD.
2. If the bidder fails to perform any other obligation(s) under the contract.
3. If the bidder, in the judgment of HETD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### **7.8 Use of documents and Information**

The bidder shall not, without prior written consent from HETD, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, samples etc. furnished by or on behalf of the HETD in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employee by the bidder shall extend only as far as may be necessary for purposes of such performance.

All project related document (including this bid document) issued by HETD, other than the contract itself, shall remain the property of the HETD

and shall be returned ( in all copies) to the HETD on completion of the bidder's performance under the contract if so required by the HETD.

## **7.9 Confidentiality and Non-Disclosure**

The selected CA Firm will be exposed, by virtue of the contracted activities, to internal business information of HETD, affiliates, business partners and/or taxpayers. The selected CA Firm would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the proposed data warehouse in any form. The selected CA Firm must safeguard the confidentiality of the documents/information provided by the HETD for auditing purpose to the selected CA Firm. For this the selected CA Firm is required to sign non-disclosure agreement with HETD.

Disclosure of any part of the aforesaid mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. The HETD may apart from blacklisting the selected CA Firm, initiate legal action against the selected CA Firm for breach of trust. The selected CA Firm shall also not make any news release, public announcements or any other reference on Request for Proposal or contract without obtaining prior written consent from the HETD.

HETD may seek details / confirmation on background verification of bidder's employees, worked/working on HETD's project as may have been undertaken / executed by the bidder. Bidder should be agreeable for any such undertaking/verification.

## **7.10 Patent Rights**

The selected CA Firm shall indemnify the HETD against all third-party claims of infringement or patent, trademark or industrial design rights arising from the study or any other part thereof.

## **7.11 Delays in the successful bidder's Performance**

1. Delivery of services shall be made by the bidder in accordance with the Delivery Schedule specified in this tender.
2. An unexcused delay by the bidder in the performance of its delivery obligations shall render the bidder liable to any or all of the following penalties/sanctions: forfeiture of its performance security, dues payable and/or termination of the contract for default.
3. If at any time during the performance of the contract, should the bidder, encounter conditions having an impact on the timely

delivery and performance of services, he shall promptly notify in writing of the fact of the delay, its likely duration and its cause(s).

4. As soon as practicable, after receipt of the bidder's notice, the HETD shall evaluate the situation and may as its discretion extend the selected CA Firm's time for performance, in which case the extension shall be ratified by the parties amending the contract.

### **7.12 Termination for Insolvency**

The HETD may at any time terminate the contract by giving written notice to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any other right of action or remedy which has accrued or will accrue thereafter to the HETD.

### **7.13 Termination for Convenience**

The HETD may by written notice sent to the successful bidder, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the HETD's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

### **7.14 Indemnity**

- i. The empanelled CA Firms shall indemnify HETD of all legal/other obligations of its professionals deployed for HETD work.
- ii. HETD also stand absolved of any liability on account of death or injury sustained by the Firms professionals deployed for the performance of this empanelment and also for any damages or compensation due to any dispute between the Firm and its professionals.

### **7.15 Recovery Clause**

In cases, where HETD has to incur monetary losses for any established negligence/fraud/any other mistake on the part of the empanelled CA Firm. The amount equivalent to loss shall be made good by the CA Firm. HETD may withhold the amount payable against the bills or/and may realize the amount from the CA Firm from its pending bills or from earnest money or by raising claims.

## **7.16 Force Majeure**

1. The successful bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purpose of this clause, the term Force Majeure means an event beyond the control bidder and not involving the selected CA Firm's fault and negligence and not foreseeable. Such events may include, but are not restricted to, acts of the HETD either in its sovereign or it's contractual Capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the selected CA Firm shall promptly notify the HETD in writing of such conditions and the cause thereof. Unless otherwise directed by the HETD in writing, the selected CA Firm shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **7.17 Resolution of Disputes**

HETD and the Successful Bidder shall make every effort to resolve dispute amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract will be settled at the level of Secretary, Haryana Excise & Taxation Department.

Any disputes arising out of contract not settled at the level of Secretary, Haryana Excise & Taxation may be referred for arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The parties to the contract shall mutually appoint the sole arbitrator. The award of such arbitration shall be final and binding upon both parties.

## Qualification and Expertise Bid

SN	PARTICULARS	SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH THIS FORM	PAGE NO. OF THE BID DOCUMENT
1	2	3	4
1	Name of the firm		
2	Application for Group	Group _____	
3	Address of the firm:		
	Head office	<ul style="list-style-type: none"> <li>• Phone No.</li> <li>• Fax no.</li> <li>• Mobile of Branch Office in -charge</li> </ul>	
	Branch office 1,2,3... (Particulars of each branch to be given)	<ul style="list-style-type: none"> <li>• Phone No.</li> <li>• Fax no.</li> <li>• Mobile of Branch Office in -charge</li> </ul>	
4	Firm's Income Tax PAN No.	PAN No.(Attach copy of the PAN)	
5	Firm's GSTIN	GST Number (Attached copy of registration)	
6	Empanelment No. with C&AG (as per condition no.6 of 4.1)	Empanelment No. (Attach proof of the latest empanelment with C&AG for the year 2017-	

		18)	
7	Registration with RBI for conduction statutory audit of branches of nationalized banks for FY 17-18 (as per condition no.7 of 4.1)	Attach copy of registration	
8	Professional Experience of the Firm/Entity <i>Refer to Table (Qualification &amp; Expertise Bid) 4.3-SN.1</i>	As per Sr. No.1 of the Table 4.3.	
9	Average gross turnover of the firm for the immediately three preceding three financial years i.e. FY 2014-15, FY 2015-16, FY 2016-17) <i>Refer to Table (Qualification &amp; Expertise Bid) 4.3-Table SN.2</i>	As per Sr. No.2 of the Table 4.3.	
10	Experience of being officially associated in the capacity of internal audit/statutory audit/Concurrent audit/Revenue audit with at least 2 Public banks/Govt. Organization/PSU's. <i>Refer to Table (Qualification &amp; Expertise Bid) 4.3-Table SN.3</i>		

11	<p>Experience of being professionally associated with more than one Department of Haryana Government in the last three years through completed projects</p> <p><i>Refer to Table 4.3 (Qualification &amp; Expertise Bid)</i></p> <p><i>Table SN.4</i></p>	As per Sr. No. 4 of the Table 4.3.	
12	<p>Experience of entity having 3 or more years in indirect Taxes</p> <p><i>Refer to Table 4.3 (Qualification &amp; Expertise Bid)</i></p> <p><i>Table SN.5</i></p>		
13	<p>Details of qualification and experience certificate of partner/proprietor/promoter (FCA) and ACA as the case may be in Indirect Taxes for atleast 3 years</p> <p><i>Refer to Table 4.3 (Qualification &amp; Expertise Bid) SN.6</i></p>	As per Sr. No. 6 of the Table 4.3.	
14	Change of Constitution from partnership firm to LLP (if applicable).	Proof of change of Constitution	

	<i>Refer to Table 4.3 (Qualification &amp; Expertise Bid) SN.1</i>		
15	An undertaking to the effect that the bidder is not having conflict of interest (as per point No.11 of clause 4.1)		

## **16. Self Declaration**

Dear Madam/Sir,

(i) This is to further certify that the bidding CA Firm has not been Blacklisted/De-listed/Barred by the Central Government, any State Government, a statutory authority/RBI/ICAI or a public sector undertaking in past 3 years including the current financial year (as per condition no.10 of Clause 4.1 of RFP).

(ii) We agree to abide by this bid for a period of 180 days after the date fixed for opening of Bid and shall remain binding upon us and may be accepted at any time before the expiry of that period.

(iii) Until a formal contract is prepared & executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

(iv) We understand that in competing for (and if the award is made to us, in executing the above contract), we will strictly observe the laws against fraud and corruption in force in Haryana namely Prevention of Corruption Act 1988.

(v) We understand that you are not bound to accept the bid as prescribed in clause 7 of RFP or any bid you may receive.

(vi) We hereby agree with all the terms and conditions imposed in RFP.

(vii) We have not imposed any condition in conflict with the RFP/tender condition if it is found it should be treated as withdrawn.

Yours Sincerely,  
Authorized Signatory

(Name, Designation and Seal of the Company)

Contact No./Mobile No.:

Place:

Date:

**FINANCIAL BID**

[On letterhead of the Bidder]

From

[Name of Bidder]

[Address of Bidder]

Date:

To

The Excise & Taxation Commissioner, Haryana,  
Plot No. I-5, Vanijya Bhawan, Sector-5,  
Panchkula.

Dear Sir,

**Sub: Financial Bid for establishing an Internal Audit System in the Department.**

With reference to your RFP dated (Date) we, [Name of Bidder], wish to submit our Financial Bid for the award of the Contract(s) for the establishment of an Internal Audit System in the Excise & Taxation Department, Haryana (hereinafter referred as H-ETD). Our details have been set out in our Bid.

Group \_\_\_\_\_

Fee quoted (excluding GST) in Rs. \_\_\_\_\_ (in words)

Goods and Service Tax (GST) in Rs. \_\_\_\_\_ (in words)

DD No. of participation fee \_\_\_\_\_

Date \_\_\_\_\_

Bank Name \_\_\_\_\_

DD No. of EMD \_\_\_\_\_

Amount \_\_\_\_\_

Date \_\_\_\_\_

Bank Name \_\_\_\_\_

1. We hereby submit our Financial Bid, which is unconditional and unqualified. We have examined the Tender Documents, including all the Annexures.

2. We acknowledge that the H-ETD for selection of the ENTITY will be relying on the information provided in the Bid for evaluation and comparison of Financial Bids received/ following appropriate process as mentioned in Clause 7 (Award of Contract) from the Eligible entity and for establishing an Internal Audit System in the Department. We certify that all information provided in the Bid is true and correct. Nothing has been omitted which renders such information misleading and all documents accompanying our Financial Bid are true copies of their respective originals.

3. We shall make available to the H-ETD any clarification it may find necessary or require to supplement or authenticate the Financial Bid.

4. We acknowledge the right of the H-ETD to reject our Financial Bid or not to select us as the Successful entity, without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. We acknowledge and confirm that all the undertakings and declarations made by us in our Bid are true, correct and accurate as on the date of opening of our Bid and shall continue to be true, correct and accurate for the entire validity period of our Bid.

6. We acknowledge and declare that the H-ETD is not obliged to return the Bid or any part thereof or any information provided along with the Financial Bid, other than in accordance with the provisions set out in the Tender Documents.

7. We undertake that if there is any change in facts or circumstances during the Bidding Process which may render us liable for disqualification in accordance with the terms of the Tender Documents, we shall advise the H-ETD of the same immediately.

Yours Sincerely,

Authorized Signatory

(Name, Designation and Seal of the Company)

Contact No./Mobile No.:

Place:

Date: