

08.10.2018

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



**Request for Proposal**

**For**

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

**Issued by**

**EXCISE & TAXATION DEPARTMENT, HARYANA**

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## **REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR EMPANELMENT OF C.A FIRMS.**

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 bids from interested C.A firms are invited.

### **1.1 Introduction**

#### **1.1.1**

The purpose of establishing an Internal Audit System in the Department is to **(i)** improve the Accounting system with a due to updating the Demand, Collection and Balance (Outstanding) Tax in a systematic manner and **(ii)** develop the analytical capacity of the department to enhance the State revenue keeping pace with the growth of the economy of the State through an over sight mechanism for improving the Assessment of VAT dealers for their Tax liability up to financial year 2017-18.

#### **1.1.2**

The audit identified several short comings in account keeping system and Assessment of demand of tax. Some details of current account keeping system are as follows:-

**A.** The Demand and Disposal Register maintained by each and every ward is the most important basic document of the department wherefrom accounts of revenue generated by the department is worked out. This register contains the brief summary of each and every deemed as well as

scrutiny assessment of assesses and accordingly, the various details of the assessments framed are incorporated in this register on a monthly basis. The details are regarding demand no., type of case, name and complete address of the assessee, TIN, Tax/interest paid under various heads namely tax, interest, excess brought forward (EBF), CST adjustment & total thereof, Tax/interest/penalty assessed under various heads namely tax, interest, penalty, VAT adjustment & total thereof, demand created/refunded allowed, date of orders, initials of the taxing authority, date of service or order, details of recovery with DCR no. & its date, RAO no. & its date, initials of the officials making entry and figures of gross taxable turnover (GTO) and also of taxable turnover (TTO) etc.

**B.** Other important documents maintained by the department are, MA-1 and MA-2 (monthly statements of old and current arrears respectively) which reflect the deletion and actual recovery of arrears in a particular financial year. The balance arrear reflected at the end of the year is also computed in these statements.

The Department with a view to assessing the gaps and short comings 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.

## **1.2 Objectives of the Project:**

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 of the 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 assessment is finalized and the date when the assessment orders are typed.
10. Dates(s) of assessment orders not mentioned on orders (In some cases).
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. Proposal:**

The department tried to resolve the situation on its own by starting audit of districts from Section Officers and Accounts Officers but the Finance Department has shown its helplessness in providing Section Officers and Accounts Officers because of their acute shortage. The Department also tried to hire retired persons having expertise in accounts but could not find adequate number of such retired persons. Therefore, to evolve the Internal Audit System, it has been decided that reputed Chartered Accountant entities having qualified persons and experience in Indirect Taxes shall be empanelled district wise. They will audit statutory registers, statements, recoveries, assessment orders and actual receipts by the Treasury. The details are contained in the Scope for the Proposal. 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 three Groups. The number of the entities to be empanelled will be twice of the number of districts included in the group. One entity will be allotted only one district as per ranking of the district and merit of the empanelled entity. 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 and Sirsa.
Group - C	Palwal, Bhiwani, Kurukshetra, Kaithal, Fatehabad, Jind, Mewat and Narnaul.

### **3. Scope of Work**

#### **3.1 Related to Assessment**

- 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.
- 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.
- Comparison of figures of sales and purchases shown in Balance sheet alongwith Trading and Profit & Loss account submitted by the dealer(s) with VAT R-2 return.
- Checking of arithmetical calculations as shown/recorded in the assessment orders.
- Verification of the payments of voluntary tax from DCR/E-Gras as allowed in the assessment order.
- 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.
- 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.
- 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.

- 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.
- Checking, Comparison and verification of the figures and other details shown in demand and disposal register with the respective assessment record/file.
- Checking, Comparison and verification of the figures of additional demand shown in the disposal register with the figures taken in the arrears lists.
- Checking and verification of cases remanded by the higher authorities to verify whether the said orders are duly entered into the register maintained for the 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.
- 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 to verify whether the revision case has been decided in time or not.
- 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).

### **3.2 Related to Recovery**

The Ward Officers share their monthly reports regarding the Disposal of cases and Demands created during the month alongwith 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:-

- Comparison, checking and verification of actual recovery and deletion made in respective wards with the figures shown in arrear statements of the district.
- (a) 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.
- (b) Recoveries claimed in the monthly statements - whether proper posting against the corresponding entry in the respective Disposal Register have been made.
- (c) Recovery claimed – whether actually realized to the State Exchequer by verification from E-Gras and GST Portal.
- (d) Deletion claimed – whether supported by relevant documents.
  - 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.
  - Checking of proper maintenance of recovery files involving arrears of more than ₹ 1 Lac.
  - 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.
  - 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.

- To start with, such report 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 .
- For reconciliation/ checking of old arrears (MA-1) the scope of work may extend to years preceding to 2017-18.

### **3.3 Qualification Criteria**

1. 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 will have to be furnished).
2. The entity should have professional experience of a minimum of 25 years (the necessary proof of the same will have to be furnished).
3. The entity should 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 will have to be furnished).
4. The entities should 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 will have to be furnished).
5. The average gross turnover of the entities should be of Rs. 1 crore or above per annum (excluding service tax component) for Group 'A' districts and average gross turnover of Rs.40 Lac or above per annum (excluding service tax component) for Group 'B' and 'C' districts for the immediately three preceding financial years i.e. 2014-15, 2015-16 & 2016-17 (the balance

sheet, income & expenditure account and copy of the income tax acknowledgment slip for each of these years will have to be furnished).

6. The entities should have paid service tax for immediately three preceding financial years i.e. 2014-15, 2015-16 & 2016-17 (the copies of the half yearly/quarterly service tax returns alongwith challans of payments for these years will have to be furnished).
7. The entity should have its Head Office or Branch Office situated anywhere in Chandigarh/ Delhi/State of Haryana.
8. The entities should have been officially associated in the capacity of internal audit/ statutory audit/ Concurrent audit/ Revenue audit with at least 3 Public banks/Govt. organizations/PSUs having turnover of more than Rs. 50 Crore per annum for at least 3 years in the last 5 years ending on 31.03.2018 (the copies of the appointment letters will have to be furnished).
9. The number of entities to be empanelled will be twice of the number of districts included in the group. One entity may be allotted only one district. Ranking of the district has been carried out as per total revenue collected in the district for the year 2016-17 and the district will be allotted as per ranking of district and merit of the empanelled entity. If any entity is allotted districts in more than one group, it will have to start its work simultaneously in each of the district so as to complete the work within the prescribed time for each district. No extension will be allowed.
10. The empanelled entity will have to depute 1+4 (C.A+4 semi qualified persons that may be C.A intern, M.Com, B.Com with 5 years of experience, Retd. A.O.s 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 and 1+2 for group C districts. The entity empanelled will not be

able to engage C.A or semi qualified persons from the district allotted to it.

11. The entity empanelled by the department shall not have represented any case before the Assessing Authority in the district allotted in the last 5 years from financial year 2017-18, nor it can represent in next 1 year after completion of the work allotted, or during the term of empanelment. An undertaking in this regard will have to be furnished by the entity.
12. The contract will be carried out initially for the period mentioned in clause 17 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 preceding to 2017-18.
13. 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:-

The entity shall furnish an indemnity bond indemnifying the department equivalent to the loss caused by the entity, if its involvement is proved in causing the loss to the State Exchequer; or

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 any other legal action, if required, may also be taken against the proprietor /partner/Promoter/employee of the empanelled entity; or

the entity may be blacklisted.

14. Preference may be given to an entity which is professionally associated with more than one department of Haryana Govt. in the last three years.
15. **The selection of CA firms will be done by Quality and Cost Based Selection (QCBS) method.** Ratio of weightage for qualification & expertise bid and financial bid will be 70:30.
16. 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) The department has mentioned its priorities in the said scope of work and shall ask for reports on different points on monthly basis. All the points of scope of work shall get covered by the entity in the specified period at the end of which 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.
17. Participation fee to be given by the entity: DD amounting to Rs. 5,000/- (non refundable) in favor of Excise and Taxation Commissioner, Haryana, Panchkula towards participation fee and DD amounting to Rs. 2,00,000/- as Earnest Money shall be submitted separately with the Bid documents. The Earnest Money shall be refundable.
18. Time of Contract as tabulated below:-

<b>Categorization of offices of Department.</b>		
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.	1 Year
Group – C	Palwal, Bhiwani, Kurukshetra, Kaithal, Fatehabad, Jind, Mewat and Narnaul.	1 Year

### 3.4 ‘Qualification and Expertise’ Evaluation

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

<b>Sr. No.</b>	<b>Criteria</b>	<b>Gross scoring points</b>	<b>Maximum scoring points</b>	<b>Documents to be attached with the application towards proof of qualification of the respective criteria</b>
1	Professional experience- The entity should have professional experience of a minimum of 25 years or more.	5 points for 25 years and 1 point for each additional complete year beyond 25 years	15	Constitution certificate issued by ICAI
2	The average gross turnover of the entities should be of Rs. 1 crore or above per annum (excluding service tax component) for Group ‘A’ districts and average gross turnover of Rs.40 Lac or above per annum	Points for average turnover of Rs.1 crore for group A : 5 Points for each additional turnover of Rs.25 Lac for group A : 1	10	Income & expenditure account and Balance sheet for each of these financial years alongwith the copy of the ITR

	(excluding service tax component) for Group 'B' and 'C' districts for the immediately three preceding financial years i.e. 2014-15, 2015-16 & 2016-17.	Points for average turnover of Rs.40 Lac for group B and C : 5 Points for each additional turnover of Rs. 10 Lac for group B and C : 1		
3	The entity should have been officially associated in the capacity of internal audit/ statutory audit/ Concurrent audit/ Revenue audit with at least 3 Public banks/Govt. organizations/PSUs having turnover of more than Rs. 50 Crore per annum for at least 3 years in the last 5 years ending on 31.03.2018.	Points for entity associated with 3 such banks/Government Organizations/PSUs : 5  Points for each additional one organization : 1	10	Copies of appointment letters
4	Preference will be given to the entity which is professionally associated with more than one department of Haryana Govt. in the last three years through completed projects.	Points for entity who has successfully completed projects of two departments of Haryana Government : 2	2	Copies of appointment letters as well as project completion certificate.
5.	The entity should have atleast 3 years experience in Indirect Taxes.	Points for entity having 3 years experience: 2  Points for each	5	Copies of experience certificate.

		additional complete one year: 1		
6.	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.	Points for entity having FCA with experience of 3 years in field of indirect taxes : 2  Points for each such additional FCA : 2  Points for each ACA having experience of three years in field of indirect taxes: 1	8	Copy of qualification and experience.
	Maximum Points		50	

### 3.5

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

Sr . No .	Phase /Priority	Work Assigned	Time Period for completion of work assigned	Payment
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</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>2014-15 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 01.04.2015.</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	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</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.



		<p>verified from E-grass and deletion from artifacts and finally from monthly statement MA-2.</p> <ul style="list-style-type: none"> <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>		
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 2016-17 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</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>MA-2.</p> <ul style="list-style-type: none"> <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</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>and old arrear after recovery and deletion to be properly carried forward as opening balance of old arrear as on 01.04.2018.</p> <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 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.</li> <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 alongwith 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</li> </ul>		
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		<p>Act with reference to availability of declarations like VAT D-1 etc on file.</p> <ul style="list-style-type: none"> <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 additional demand shown in the disposal register with the figures taken in the arrears lists.</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</li> </ul>		
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		comprehensive completion report of the phase within 10 days of the completion as per timelines.		
	Phase 5	<p>Remaining Scope of work as mentioned in Para No.3.1 and Para No.3.2 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	Successful completion of the project and report regarding satisfactory performance from DETC concerned.	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.

#### 4. Key Events & Dates

<b>Events</b>	<b>Time period</b>
Issue of Request for Proposal	<b>X</b>
Queries on Request for Proposal for clarification should reach Haryana Excise and Taxation Department (in writing and in soft copy)	<b>X+7 days</b>
Submission of bid Proposal	<b>30.10.2018</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:aetcaudit@gmail.com">aetcaudit@gmail.com</a>
Opening of 'Qualification and Expertise' bid -	<b>02.11.2018</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:aetcaudit@gmail.com">aetcaudit@gmail.com</a>
Presentations by bidders who	<b>7 days (if required days may be</b>

satisfy the 'Qualification and Expertise' criteria	<b>extended).</b> (Individual Time slots of the bidders will be notified later)
Declaration of Names of bidders who have satisfactorily met the 'Qualification and Expertise' Criteria	<b>10 days</b> (Bidders will be informed the Date & Time later)
Opening of Financial bids of the 'Qualification and Expertise' Qualified Bidders	(Bidders will be informed the Date & Time later)
Place for Opening of Financial bids	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:aetcaudit@gmail.com">aetcaudit@gmail.com</a>
Commencement of contract	Within 7 days from award of work order
Signing of Contract	Within 30 days from the date of award of work order

- 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.

## **5 Bidding Process:**

Vide publicity for inviting sealed bids for the proposal shall be undertaken by the department through advertisement in English and Hindi National Newspapers, website of the department and website of the Government of Haryana. A time of 15 days may be provided for participation to the eligible Chartered Accountants entities.

### **5.1 Bidding Documents:**

Bidders are advised to study the Request for Proposal carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Request for proposal 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 may result in rejection of the bid.

The response to this Request for Proposal should be full and complete in all respects. Incomplete or partial bids shall be rejected.

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 by written power-of-attorney/ Board Resolution accompanying the bid.

Any clarification required regarding the Terms & Conditions in Request for Proposal may be obtained 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 Proposal.

In case of any ambiguity, the original document available with HETD shall be treated as final document.



## **5.2 Participation Fee:**

The bidder shall 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 proposal.

## **5.3 Amendment to Request for Proposal**

At any time prior to the deadline for submission of proposals, 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 proposals which will be uploaded on the official website of the Department.

## **5.4 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 will not take responsibility or liability for these costs. All materials submitted become the property of HETD and may be returned at its sole discretion.

## **5.5 Submission of bid**

The eligible entities shall submit their bids separately for different categories i.e. for Group-A, Group-B and Group-C districts in sealed envelopes

containing their qualification and expertise in the prescribed format alongwith financial bids for the work as described in scope of work. The interested entities will have to quote its financial bid for each group separately, if it is applying for more than one groups. **The selection of CA firms will be done by Quality and Cost Based Selection (QCBS) method.** Ratio of weightage for qualification & expertise bid and financial bid will be 70:30. In case of substantial variation in the fee quoted by qualified entities, the department has the right to fix the fee on its own.

Procedure for marking:

ST=Marks obtained as per qualification and experience.

SF= Marks obtained in financial Bid.

$SF = (FM/F) \times 100,$

FM= Lowest financial Bid,

F= financial bid of the individual

$Merit = ST \times .7 + SF \times .3$

The bidders are expected to submit their offers in two parts namely, “Qualification and Expertise Proposal” and “Financial Proposal”. Therefore, the bid shall include the following-

- Qualification and Expertise proposal : Original – One hard Copy along with soft copy in a CD.
  - Financial Proposal : Original – One Hard Copy.
1. The Bidder shall prepare the Bid clearly marking as “Envelope One” for “Qualification and Expertise Bid” and “Envelope Two” for “Financial bid”. An electronic copy of qualification and Expertise bid on CD must be included. Hard copy version is considered for official purposes.
  2. The Bid shall be typed and signed by the Bidder or a person or person duly authorized by bidder.

3. 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.
4. The bidder shall submit the Participation Fee and EMD, as prescribed, along with their Proposal separately. The proposal without the same shall be treated as invalid.

### **5.6 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: [aetcaudit@gmail.com](mailto:aetcaudit@gmail.com)

Contact Person:

Shri R.B.S Tewatia, Addl.ETC, e-mail: [aetcaudit@gmail.com](mailto:aetcaudit@gmail.com), or Shri.  
Vidya Sagar, Addl.ETC, e-mail: [hoacttax@gmail.com](mailto:hoacttax@gmail.com) (Ph. + 91 172  
2590981, 2590988 respectively)

### **5.7 Important Documents:**

1. The bidder shall 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 a Demand Drafts in favour of “Excise & Taxation Commissioner, Haryana” payable at Panchkula, Haryana along with their proposal.
2. i) Copy of registration certificate with ICAI.

- ii) Experience certificates in Indirect Taxes for at least 3 years.
- iii) Certificates of professional experience of 25 years or more.
- iv) Certificates of registration with RBI for Statutory Audit of banks.
- v) Certificate of registration with CAG for Statutory Audit of Govt. Organizations /PSUs
- vi) Proof of average gross turn over of Rs.1 crore or above per annum and above to bid for Group 'A' and Rs.40 Lac or above per annum to bid for Group B & C in financial years 2014-15, 2015-16 and 2016-17.
- vii) Proof of payment of service tax for years 2014-15 to 2016-17.
- viii) Proof of address of bank office/head office in Delhi, Chandigarh and State of Haryana.
- ix) Copies of appointment letters for Internal Audit / Statutory Audit/ Concurrent Audit/ Revenue Audit of 3 Public banks /Government Organizations/PSUs having turnover more than 50 Crores /annum for at least 3 years in the last 5 years ending on 31.03.2018.
- x) Copy of appointment letter by Haryana Govt. Department for audit.

## **5.8 Timely Submission**

Bidders are solely responsible for timely submission of the bids at the location as mentioned above in "Key Events and Dates". Proposals

received after the last date and time of submission will not be considered.

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

### **5.9 Opening of Bids**

Proposals/Bids will be opened in presence of bidder's representatives (if they are present, else it will be opened in presence of the other representatives, officials present). The bids will be opened at the address mentioned above in the Key Events & Dates this section.

HETD will open all bids as per schedule mentioned in "Key Events & Dates". If all documents mentioned in each parts of proposal 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 willing to attend the opening of bids. The bidder's representative shall sign attendance register during opening of bids. The 'Qualification and Expertise' bids shall be evaluated by a Committee comprising of the following officers:-

1. Sh. R.B.S Tewetia, Addl. ETC
2. Sh. Vijay Singh, Addl.ETC
3. Sh. Rajeev Chaudhary, Jt.ETC
4. Smt. Neetu Tuteja, A.O.

### **5.10 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 General Terms and Conditions**

### **6.1 General Terms**

- The response to the Request for Proposal has to be submitted in accordance with the Terms and Conditions mentioned in this document.
- The scope of work mentioned in the Request for Proposal is subject to revision and changes as and when required.
- HETD reserves the right to cancel the Request for Proposal at any stage and can invite fresh Request for Proposal without assigning any reasons.
- Legal disputes if any should be settled only within the jurisdiction of Haryana courts.
- Forming of consortium of Joint venture is not allowed.

### **6.2 Bid Security (Earnest Money Deposited-EMD)**

Incomplete bids or bids without having required documents will be treated as deemed cancelled.

The bid participation fee and earnest money shall be in the form of a demand drafts (DDs) 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. Failure to submit the Request for Proposal form along with the participation fee and Earnest Money shall result in disqualification of the Request for Proposal.

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.

The Earnest Money shall be forfeited:

- If a bidder withdraws his bid or increase his quoted prices during the period of bid validity or its extended period, if any.
- In case of a successful Bidder, if the Bidder fails to sign the Contract.

No exemption for submitting the Earnest Money will be given to any bidder.

### **6.3 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 proposal, including the Request for Proposal. All obligations committed by such signatories must be fulfilled.

### **6.4 Period of Validity of Proposals**

The proposals shall be valid for a period of Six(6) months from the date of opening of the proposals. A proposal valid for a shorter period may be rejected as non-responsive.

### **6.5 Non-Conforming Proposals**

Any proposal may be constructed as a non-conforming proposal 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 proposals non-conforming.

## **6.6 Language of Proposals**

The proposal and all correspondence and documents shall be written in English. All proposals 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 proposal.

## **6.7 Disqualification**

The proposal from the bidders is liable to be disqualified in the following cases:

- Proposal not submitted in accordance with the Request for Proposal.
- The bidder qualifies the bid with his own conditions.
- During validity of the proposal, or its extended period, if any, the bidder increase his quoted prices.
- Proposal is received in incomplete form.
- Proposal is received after due date and time.
- Proposal is not accompanied by all requisite supporting documents.
- Information submitted in 'Qualification and Expertise' /Financial Proposal is found to be misrepresented, in corrected 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.
- Financial proposal is enclosed with the same envelope as 'Qualification and Expertise' proposal.



- The successful bidders 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.
- Awardee of the contract has given the letter of acceptance of the contract with his conditions.
- Non fulfilling of any condition / terms by bidder.

#### **6.8 Modification and withdrawal of Proposal**

No proposal may be modified or withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the bidder on the proposal form. Modification or withdrawal of proposal during validity may lead to forfeiture of EMD paid against this Request for Proposal.

#### **6.9 Award Criteria**

HETD will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the best value proposal. All decisions taken by HETD regarding processing of Request for Proposal and award of contract shall be final and binding on all bidders.

#### **6.10 HETD's right to accept any proposal and to reject any or all proposals**

HETD reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals 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.

#### **6.11 Signing of Contract**

The successful bidder has to enter into a separate Agreement, incorporating all correspondence (to be discussed and agreed upon separately) between Haryana Excise and Taxation Department and the successful bidder.

**6.12 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 proposals.

**6.13 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 of HETD.

Any disputes arising out of contract not settled at the level of Secretary Haryana Excise & Taxation may be proceeded further subject to jurisdiction of Haryana.

**6.14 Bidder's Integrity**

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

**6.15 Interpretation of the Clauses in the Request for Proposal / 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.

#### **6.16 Limitation of Liability**

The aggregate liability of the Consultant 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 Consultant hereunder. The preceding limitation shall not apply to liability arising as a result of the Consultant's fraud or willful misconduct in performance of the service hereunder. In such circumstances 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 shall be taken against the entity:-

the entity shall furnish a indemnity bond indemnifying the department equivalent to the loss caused by the CA entity, if its involvement is proved in causing the loss to the State Exchequer; or

The loss caused to the State Exchequer will be deducted from the amount becomes due for payment at that time after providing an opportunity of being heard; or

Legal action, if required, may also be taken against the proprietor /partner/employee of the empanelled entity; or

the entity may be blacklisted

#### **6.17 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:

- 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
- If the bidder fails to perform any other obligation(s) under the contract.
- If the bidder, in the judgment of HETD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### **6.18 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 employed by the bidder in and 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.

#### **6.19 Confidentiality and Non-Disclosure**

The consultant will be exposed, by virtue of the contracted activities, to internal business information of HETD, affiliates, business partners and / or customers. The consultant 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 consultant must safeguard the confidentiality of the HETD's business information, application and date. For this consultant is required to sign non-disclosure agreement with HETD.

Disclosure of any part of the afore 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 consultant, initiate legal action against the consultant for breach of trust. The consultant 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.

#### **6.20 Patent Rights**

The Consultant 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.

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

- Delivery of services shall be made by the bidder in accordance with the Delivery Schedule specified in this tender.
- 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 sanctions: forfeiture of its performance security, dues payable and / or termination of the contract for default.
- 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 serves, he shall promptly notify in writing of the fact of the delay, its likely duration and its cause(s).

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

### **6.22 Force Majeure**

- 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.
- For purpose of this clause, the term Force Majeure means an event beyond the control bidder and not involving the Consultant'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.
- If a Force Majeure situation arises, the Consultant shall promptly notify the HETD in writing of such conditions and the cause thereof. Unless otherwise directed by the HETD in writing, the Consultant 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.

### **6.23 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.

#### **6.24 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.

#### **6.25 Applicable law**

The contract shall be interpreted in accordance with the Indian Laws and shall be subject to the jurisdiction of Courts established under the India Laws. Any dispute/difference / claims between the parties arising out of or in connection with the provisions of this work order shall be referred to arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The parties shall mutually appoint the sole arbitrator. The proceedings of such arbitration shall be conducted in English language and the venue of such arbitration shall be at Panchkula. The award of such arbitration shall be final and binding upon both parties.

#### **6.26 Forms for making proposal and financial bids**

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

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## Annexure I

### Qualification and Expertise Proposal

<b>SN</b>	<b>PARTICULARS</b>	<b>SUPPORTING DOCUMENTS TO BE SUBMITTED ALONG WITH THIS FORM</b>
<b>1</b>	<b>2</b>	<b>3</b>
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	Firm's Service tax registration No.	Service tax no.

		(Attach copy of the registration and copies of the half-yearly/quarterly service tax returns along with challans of payments for FY2014-15, FY2015-16, FY2016-17)
7	Registration No. with ICAI	Attach copy
8	Registration with RBI for conduction statutory audit of branches of nationalised banks for FY 17-18	Attach copy of registration
9	Empanelment No. with C & A G	Empanelment No. (Attach proof of the latest empanelment with C & A G for the year under audit)
10	Number of years of firm's existence from the date of registration with ICAI	
11	Professional Experience of the Firm  <i>Refer to Clause 3.4- Table SN.1</i>	

12	<p>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)</p> <p><i>Refer to Clause 3.4- Table SN.2</i></p>	
13	<p>Experience of being officially associated in the capacity of internal audit/statutory audit/Concurrent audit/Revenue audit with at least 3 Public banks/Govt. Organisation/PSU's.</p> <p><i>Refer to Clause 3.4- Table SN.3</i></p>	

14.	<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 Clause 3.4- Table SN.4</i></p>	
15.	<p>Experience of 3 or more years in indirect Taxes</p> <p><i>Refer to Clause 3.4- Table SN.5</i></p>	
16	<p>Details of qualification and experience of partner/proprietor/promoter in the field of indirect taxes</p> <p><i>Refer to Clause 3.4- Table SN.6</i></p>	

- NOTE: (1) The interested entities shall have to submit its Qualification and Expertise Proposal and Financial Proposal for each group separately, if it is applying for more than one group.
- (2) As per clause 5.5 of the RFP, the bidder shall submit its offer in two parts namely 'Qualification and Expertise Proposal' as given above (Annexure I) and 'Financial Proposal' as given in Annexure II.
- (2) For Qualification and Expertise Proposal, the bidder shall submit one hard copy of the proposal and one soft copy in a CD.
- (3) Qualification and Expertise Proposal will be submitted in a sealed envelope marked as 'Envelope One'.
- (4) Financial Proposal shall be submitted in a sealed Envelope marked as 'Envelope Two'.
- (5) The Proposals must be accompanied with the required documents as per RFP.
- (6) Incomplete Proposals or without documents shall be rejected outrightly.
- (7) DDs for participation fee and EMD shall be handed over separately and not contained in the Financial Proposal Envelope.

## **Annexure II**

### **FINANCIAL PROPOSAL**

[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 \_\_\_\_\_

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

Amount \_\_\_\_\_

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 from the Eligible ENTITIYS 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)

Place:

Date: