

**Haffkine Bio Pharmaceutical Corporation Limited**

( A Govt. of Maharashtra Undertaking. )

Acharya Donde Marg Parel, Mumbai 400 012

Tel: 24129320-22 ext 213 / Direct 24168937

Fax: 24168578

-----  
COST OF TENDER FORM: Rs. 1300/- only (Non-refundable) through online Net – Banking.

TENDER NO. : **M-232/22-23/ HBPCL/ Appointment of Cost Auditor**

DATE:07/01/2022

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: - **M-232/22-23/ HBPCL/ Appointment of Cost Auditor**

Sir,

Thank you for your response to our E-Tender portal, enclosed are the Tender documents with detail Terms and Conditions.

This tender is two bid type meaning

- 1) Technical Bid for vendor/supplier/ manufacturer selection / Registration
- 2) Commercial bid, only those Tenderers who are technically qualified, (Technically accepted) their commercial bid will be considered for Commercial Bid opening.

Tender document contains following Annexure:-

1. Special Instructions
2. General Conditions
3. General Instruction and Terms & Conditions
5. Annexure 'A' - Declaration
6. Annexure 'B' - Technical Specification/Scope of Work
7. Annexure 'C' - Commercial Compliance
8. Annexure 'D' - Price Bid

Thanking You,

For **Haffkine Bio-Pharmaceutical Corporation Ltd.,**

**Material Manager**

Note: 1) Rate should be quoted in the given format only.

2) **Last date of submission: 15/01/2022**

3) EMD of Rs. 6,500/- to be paid through online payment (Net Banking).

Material Manager  
HBPCL

Manager Costing  
HBPCL

## **SPECIAL INSTRUCTIONS**

Offer submitted should be Technical Bid and Commercial bid separately. Commercial bid of only technically qualified and accepted bidders will be opened.

### **Date of opening the Technical Bids.**

Technical Bids will be opened on 17/01/2022 at 02.00 P.M at MM Dept **Haffkine Bio-Pharmaceutical Corporation Ltd.(HBPCL) Acharya Donde Marg, Parel, Mumbai – 400 012.** The Technical Bids will be evaluated to shortlist the eligible bidders by Technical Committee. The commercial bids of only the short listed bidders shall be considered for further processing, bidders whose technical offer is found acceptable and fulfilling the eligibility requirements as specified in this tender will be informed.

### **Technical Bid/ offer**

**Note: - Only Technical details should be uploaded in Technical Envelope.**

01. Detailed scope of work is specified in Annexure “B” below.
02. Company profile & Client List
03. Income Tax Return Copy for last 3 years.
04. Company Registration certificate.
05. Last 3 years Audited Balance sheet and P&L.
06. GST registration certificate and Latest 3 paid GST paid challan / Receipt
07. Copy of Company’s PAN card.
08. Annexure A, B, C, D duly filled and signed with acceptance of all term and conditions are mandatory.
09. Any changes during execution on the work shall be carried out only with the consent of HBPCL.
10. Vendors having experience in Pharmaceutical/Bio-Pharmaceutical Industries will be given preference.
11. Vendor must visit the site prior to submitting the bid and get acquainted themselves fully about said job.
12. HBPCL will consider the merits of Vender before taking a final decision.

### **Commercial Bid**

1. Lowest discounted offer – Annexure ‘D’ (Price bid) with Commercial terms & condition and acceptance letter of Payment Terms & Condition shall be provided strictly as per tender document.

## GENERAL CONDITIONS

01. The tenders received after the due date and time shall not be accepted under any circumstances whatsoever.
  02. HBPCL will open commercial bids of only technically qualified bidder. The Date and Time of opening the Commercial Bid will be intimated by HBPCL at a later date.
  03. **The tenders must be submitted by uploading on mahatenders.gov.in super scribing as below for tender:**
    - a. **Tender fee of Rs. 1300/- Non-refundable)**
    - b. **EMD of Rs. 6,500/-**
    - c. **Technical Bid**
    - d. **Financial / commercial Bid**
- Note the following :-**
- Financial offer to be uploaded in the Price Bid.
  - All other sheets to be signed and sealed & uploaded in .rar format in Technical Bid. (Without any commercial bid/offer details)
04. EMD of unsuccessful bidders shall be returned after award of contract. EMD of successful bidder shall be returned only after successful completion of job OR 90 days after delivery whichever is earlier. No interest shall be paid on the earnest money.
  05. Kindly quote the rate of the material / job work, GST as a percentage & any other cost as individual line items.
  06. If service found satisfactory after one year, then the contract period would be extended for further 2 years with same rates, terms & conditions.
  07. All agreement is subject to Mumbai jurisdiction.
  08. The terms and conditions contained herein shall be considered to be part of the contract agreement to be entered into with the successful tenderer.
  09. Any conditional offer will not be accepted.
  10. Any changes during execution on the work shall be carried out only with the consent of HBPCL.
  11. Work commencement to be as per the negotiations between HBPCL and the bidder.
  12. HBPCL reserves the right to accept or reject in full or partly any tender without assigning any reason.

## GENERAL TERMS AND CONDITIONS

01. This tender is issued by the Material Manger on behalf of Managing Director **Haffkine Bio-Pharmaceutical Corporation Ltd.(HBPCL), Acharya Donde Marg, Parel, Mumbai – 400 012**, herein referred to as 'TENDEREE'. The term tenderer means a firm, Partnership or individual who offers to supply goods/job work against the Company's requirements.
02. E-Tenders are invited for items mentioned in Annexure 'B' from reputed manufacturer/distributors/vendors only.
03. **Tender document will be available from 07/01/2022**
04. All Annexure should be signed with Company's seal by Chief Executive / Directors of firm or his authorized representative or else tender will be treated as invalid.
05. Exact delivery schedule / Job work schedule will be given by HBPCL on confirmation of contract / PO awarded.
06. Tender Bid must be submitted online at <http://mahatenders.gov.in> in our prescribed form and will be rejected if submitted in any other form.
07. Rates submitted will remain firm during contract period and no revision in rates will be entertained except statutory charges such as GST .
08. Information sought as per Annexure 'A' and 'C' should be provided correctly and is a part of tender conditions.
09. **Only Technical Bid (Annexure A, B, C and other relevant documents) will be opened first. Only technically qualified vendors will be informed for commercial bid opening.**
10. Technical evaluation will be done by HBPCL. No report/reason will be given to the technically disqualified vendors.
11. Agreement is subject to Mumbai Jurisdiction.
12. Neither the tender form nor the contract, if granted, is transferable
13. Equipment, machineries, Goods and services supplied will be accepted on subject to approval basis as per our specification/scope.
14. In case for any reason the vendor is unable to maintain the delivery schedule / work schedule, he should give written intimation along with reason about it in good time to enable the HBPCL to take the necessary steps in proper time. Non observance of this would be seriously viewed by the HBPCL.
15. The Tax Invoice must be submitted by successful Bidder to HBPCL, along with acknowledged delivery challan.
16. The Tax Invoice sent through bank will not be accepted.

17. The terms and conditions herein contained shall form part of the contract and shall take effect as if they were included in the contract agreement to be entered into by the successful Tenderer.
18. Vendors should upload all the Annexure digitally signed.
19. Any conditional offer will not be accepted.
20. **Order Placement and Release of Payment**

The Purchase Order and payment shall be processed by –

**Material Manager**

**Haffkine Bio-Pharmaceutical Corporation Ltd. (HBPCL)**

**Acharya Donde marg, Parel, Mumbai – 400 012.**

**Terms and Conditions for the Payment against purchase order, as decided by Haffkine Bio-Pharmaceutical Corporation Ltd. are as follows:-**

**100% after successful work completion & handover of relevant documents to concern person as per our requirement.**

21. The successful bidder, on award of contract / order, must send the contract / order Acceptance in writing, within 7 days of award of contract / order failing which the EMD will be forfeited.
22. The price quoted shall be considered firm and no price escalation will be permitted at any time. The price should be in Indian Rupees.
23. **Indemnity**  
The vendor shall indemnify, protect and save HBPCL against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the services provided by him.  
HBPCL reserves the right to forfeit whole or part of the security money towards any damage/lose caused due to the negligence on the part of the agency engaged.

24. **Penalty for delayed Services**  
As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to; otherwise HBPCL will forfeit EMD of bidder,

If the supplier fails to Supply & install as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1% of order value per week of delay subject to a maximum of 10% of order value beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier.

HBPCL reserves the right to cancel the order in case the delay is more than 30 days without any written information from successful bidder. Penalties, if any, will be deducted from the EMD.

25. **Jurisdiction**  
The disputes, legal matters, court matters, if any, shall be subject to Mumbai Jurisdiction only.

**ANNEXURE 'A'**

**DECLARATION**

**Following declaration shall be made therein by the tenderers**

I/We hereby declare that terms and conditions and specifications of this tender and the agreement forms have been read by me / us, translated and explained to me/us and I/We accept the same terms and conditions and specification of the Tender forms without reservation. It is also certified that all the terms and conditions of the tender document are fully acceptable to me/us and I/We will abide by the all the terms conditions.

Name and seal of the Tenderers \_\_\_\_\_

Signature of the Tenderers \_\_\_\_\_

Name of the Signatory  
(IN BLOCK LETTERS) \_\_\_\_\_

Official Designation \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Seal & Signature of Tenderer

**ANNEXURE – ‘B’ (SCOPE OF WORK)**

**Scope of Work:**

**HBPCL Production Plants.\**

	HBPCL offices	Location
1.	HBPCL Head Office (Polio Dept, Oral Liquid Dept, Pharma Dept, Upcoming Covaxin Project & RTPCR Kit etc)	. Parel, Mumbai
2.	HBPCL Anti Toxin Sera (ATS) Pimpri Office	Pimpri, Pune

**The broad scope of work would be:**

- To conduct Cost audit of the Company in accordance with the provisions of the Companies (Cost Records and Audit) Rules 2014 and amendment thereto. Cost audit shall be in adherence to the relevant orders/clarification issued by Ministry of Corporate Affairs, Govt. of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India, from time to time.
- Cost Audit team should consist of adequate number of qualified / semi-qualified assistants (Cost Accountants) led by a senior partner of the Firm so as to commensurate with cost audit work requirements.
- Verification and Certification of cost proformas maintained by the Company as per Companies (Cost Records and Audit) Rules, 2014.
- Verification and Certification of Annexure to the Cost Audit Report.
- Cost Auditor so appointed shall commence Cost Audit and submit Report as per Companies (Cost Records and Audit) Rules, 2014 within 180 days from the close of the financial year.
- The Cost Audit firm shall ensure to submit Cost Audit Report along with reservation or qualification or observations or suggestion, if any in form CRA-3 and Annexure as per notification or any other instructions issued by Central Government from time to time or any other section of the Companies Act 2013.
- The Cost Audit firm shall ensure e-filing of Cost Audit Report and Annexure to the Cost Audit Report to MINISTRY OF CORPORATE AFFAIRS (MCA), GOI, in XBRL form or in the manner prescribed by the Govt. from time to time, within the scheduled date /time prescribed by MCA - GOI for filing, after the Board of Directors of the Company approves the Cost Audit Report.
- Minimum Cost Audit fees would be Rs. 130,000/- (Audit fees XBRL Conversion & Submission) + Taxes

• **Selection Criteria:**

Practicing Cost Accountant / Cost Accountant Firm registered with the Institute of Cost Accountants of India (ICAI) having its office(s) preferably in Mumbai region shall be considered for Short listing /Appointment as Cost Auditors for conducting Cost Audit of the Company.

- **Terms and Conditions:**

- The tenure of appointment shall be at the sole discretion of the Company. If the service is found satisfactory after completion of first year tenure, it would be continued for a period of further 2 years at the same rates, terms & conditions
- The Company reserves the right to accept / reject any or all the offers without assigning any reason whatsoever therefore.
- Overwriting/correction/erase and/or use of white ink should be avoided in the Offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant firm.
- Documentary evidence(s) in respect of all the information above by the applicant firm(s) must be furnished along with the proposal.
- All the pages of the proposal document shall have to be signed by the applicant firm(s) with the firm's seal and documents submitted along-with the offer shall also have to be authenticated by the authorised signatory of the applicant firm(s) with the firm's seal.
- Preference will be given to that cost auditor who had worked for Pharmaceutical companies earlier.
- The terms and conditions contained herein shall be considered to be part of the contract agreement to be entered into with the successful cost auditor.
- Maintain the secrecy of all of the information and not to reveal it, in part or in its totality, to any physical or legal persons.
- Any conditional offer will not be accepted
- Any changes during execution of the work shall be carried out only with the consent of HBPCL
- Any accreditation for the company to be provided & will be taken into consideration.
- Work commencement to be as per the negotiations between HBPCL and the cost auditor
- HBPCL will consider the merits of cost auditors before taking a final decision
- All agreement is subject to Mumbai jurisdiction
- Neither the tender form nor the contract, if granted, is transferable.
- The Company reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more applicant(s) at any stage or to cancel the process entirely at its sole discretion without assigning any reason whatsoever.
- The Firms are required to submit their GSTIN if applicable, in their offers.
- Cost Audit work Experience shall be minimum 8 years.
- Minimum Cost Audit fees would be Rs. 130,000/- (Audit fees XBRL Conversion & Submission) + Taxes

**Payment Terms:**

- 100% after successful work completion & handover of relevant documents to concern person as per our requirement.



- **Compliances / Declarations /Certificates by Individual / firm(s) on appointment:**

The cost audit firm(s) shall have to comply with and furnish declarations and certificates as required under Statutory/Company rules, upon appointment as cost auditor(s), as under:

- The Cost Audit Firm shall not sub-contract the cost audit work.
- The cost audit team will work in strict confidence and will ensure that the cost data, cost statement and cost information and any other information in respect of the operation of the location / work centre/ Company is dealt with in strict confidence and secrecy.
- No partner of the cost audit firm should be related to either Managing Director or any Whole Time Directors or Part Time Directors of the Company within the meaning of the Companies Act, 2013.
- Neither the cost audit firm nor its partner(s) nor associates should have any interest in the business of the Company.
- The Cost Auditor(s) will be required to issue & submit certificate of Independence and arms length relationship.
- The Cost Audit firm(s) /Auditor shall have prime responsibility to ensure that the maximum number of audit limits specified under Companies Act, 2013 are not violated.
- The Cost Audit firm (s) /Auditor shall be free from any disqualification under the Companies Act, 2013. In addition to this, the Cost Audit firm (s) /Auditor must not be holding any assignment as Statutory Auditor(s) or Internal Auditor(s) of the Company.

- **Debarring Provisions:**

The Audit Firm will be debarred from getting, the Cost Audit of HBPCL:

- If the Firm obtains the appointment on the basis of false information / mis-statement.
- If the Firm does not take up audit in terms of appointment letter.
- If the Firm fails to maintain/ honour confidentiality and secrecy of the Company's data, cost Statement and cost information.

**Declaration: -**

I, Partner / Proprietor of the Firm , hereby declare that the above information furnished is true & correct to the best of my knowledge and I will abide by the Terms & Conditions set by the company for the appointment of Cost Auditors

Signature and seal of the firm



## **Important Notice :-**

Bidders are requested to submit/upload the Technical documents in below sequence only for Technical document scrutiny.

### **Mandatory : -**

**Also send us the Xerox set of below documents for further technical scrutiny by HBPCL within 2 days from opening of technical bid (By Hand delivery or Courier)**

**Technical Documents with details should be submitted as per the following format**

<b>Sl.No</b>	<b>Particulars</b>	<b>Information</b>
1	Firm / Company Profile in detail (with address, Contact no, email)	To be enclosed
2	Firm Registration No.( In case of Partnership Firm/Sole proprietary Firm)	To be enclosed
3	Proprietor's Membership No.(In case of members not having Firm Name)	To be enclosed
4	EMD Paid Receipt (If exempted please provide MSME Certificate)	To be enclosed
5	PAN No. of the Firm:	To be enclosed
6	GSTIN of the Firm:	To be enclosed
7	PF & ESIC registration (If applicable)	To be enclosed
8	Last Three Years Turnover of the firm	To be enclosed
9	Total Experience (including Pharmaceutical Company ) in detail	To be enclosed
10	Client List (Details to be submitted)	To be enclosed
11	GST returns (Latest 3)	To be enclosed
12	IT Returns with Balance Sheet and P&L (Last three years)	To be enclosed

**Tender Name:** \_\_\_\_\_

### **Address :**

**Mr. B.G. Dhekane (Material Manager)  
Haffkine Bio-Pharmaceutical Corporation Limited,  
Material Management Department  
Acharya Donde Marg, Near Wadia Hospital,  
Parel, Mumbai – 400012.  
022-24147564**

