



**MAHAMANA PANDIT MADAN MOHAN MALAVIYA CANCER CENTRE**  
**&**  
**HOMI BHABHA CANCER HOSPITAL,**  
**VARANASI**

**Units of**  
**(TATA MEMORIAL CENTRE)**

**Notice Inviting Tender**

**Tenders invited for Outsourcing of CA firm for GST Returns Filing (GSTR-3B & GSTR-7), TDS Return Filing, Consultancy, Issue of Utilization Certificate for the period of Two Years plus two years extendable on yearly basis (subject to satisfactory performance & requirement) at HBCH & MPMCC, Varanasi**

<b>Tender No.</b>	<b>:</b>	<b>HBCH/MPMMCC/OT/42/KH</b>
<b>Date of Publication</b>	<b>:</b>	<b>02.01.2026</b>
<b>Pre-Bid Meeting</b>	<b>:</b>	<b>13.01.2026 at conference Room MPMMCC, Varanasi -221005 from 11:00 Hrs.</b>
<b>Last Date of Submission</b>	<b>:</b>	<b>29.01.2026 up to 13:00 Hrs.</b>
<b>Opening of Technical Bid</b>	<b>:</b>	<b>30.01.2026 at 14:30 Hrs.</b>



### Notice Inviting Tender (NIT)

The Director, HBCH/MPMMCC, Varanasi invites tender in two parts from Outsourcing of CA firm for GST Returns Filing (GSTR-3B & GSTR-7) TDS Return Filing, Consultancy, Issue of Utilization Certificate for the period of Two Years plus two years extendable on yearly basis (subject to satisfactory performance & requirement) at HBCH & MPMMCC, Varanasi as per below mentioned details: -

<b>Tender Number</b>	<b>HBCH/MPMMCC/OT/42/KH</b>
<b>Tender Date</b>	<b>02.01.2026</b>
<b>Name of the Services</b>	Outsourcing of CA firm for GST Returns Filing (GSTR-3B & GSTR-7) TDS Return Filing, Consultancy, Issue of Utilization Certificate for the period of Two Years and two years extendable on yearly basis (subject to satisfactory performance, mutual agreement & requirement) at HBCH & MPMMCC, Varanasi
<b>Mode of Tendering</b>	E-Tender Two- Part
<b>Tender Processing Fee</b>	Nil.
<b>EMD</b>	Nil
<b>Tender Documents for download and view</b>	On website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . Information of said tender is also available on our website <a href="https://tmc.gov.in">https://tmc.gov.in</a> or <a href="https://mpmmcc.tmc.gov.in">https://mpmmcc.tmc.gov.in</a> for viewing only.
<b>Pre-Bid Meeting</b>	Pre-Bid Meeting will be held on <b>XX.XX.XXXX</b> at <b>11:30 hrs.</b> onwards at Conference Room of MPMMCC, Sundar Bagiya, Near Nariya Gate, Varanasi. Queries from vendors should reach Accounts and Purchase Dept. before 2 working days from the date of pre-bid meeting. Please send your queries on the following email addresses. <a href="mailto:purchase@mpmmcc.tmc.gov.in">purchase@mpmmcc.tmc.gov.in</a> , <a href="mailto:purchaseofficer@mpmmcc.tmc.gov.in">purchaseofficer@mpmmcc.tmc.gov.in</a> , <a href="mailto:accounts@mpmmcc.tmc.gov.in">accounts@mpmmcc.tmc.gov.in</a>
<b>Due date and time of online submission of tender</b>	On <b>29.01.2026</b> till <b>13:00 hrs.</b>
<b>Date of time of online opening of Technical Bid</b>	On <b>30.01.2026</b> from <b>14:30 hrs.</b> onwards
<b>Date of opening of Financial Bids of qualified bidders</b>	Will be notified at a later date
<b>Tender Validity</b>	360 Days
<b>Working Place/ Site</b>	<b>MPMMCC</b> (Address: Director (MPMMCC/HBCH), Mahamana Pandit Madan Mohan Malaviya Cancer Centre, Sundar Bagiya, Near Nariya Gate, Varanasi (U.P.) – 221005 Ext. 9/ Phone No. 0542 6917700)

The bidder may contact the following officials for any clarifications required:

- For Tender related queries: -**  
Purchase Department Tel No.: +91-0542-6917700 Extn. 1132
- For Commercial / Financial Terms**  
DCA, MPMMCC Tel No. +91-0542-6917700 Extn. 1123
- For e-Tender Procedure clarifications and**  
other tender related queries: Purchase Department at Tel No. +91-0542-6917700 Extn. 1134

All above clarification if any, may be sent to email id: [purchase@mpmmcc.tmc.gov.in](mailto:purchase@mpmmcc.tmc.gov.in), MPMMCC/HBCH shall not be responsible in any manner for whatsoever reasons, for delayed upload of the tender/late submission of the tender.

**For MPMMCC/HBCH**



### **Instructions to Bidders**

Bidders are requested to take note of the following instructions while filling the Tender form for submission of Technical and Commercial offer:

1. Bidders are requested to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bids are to be submitted online through Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> not later than the date & time specified in the Schedule given below. Prospective Bidders are advised to follow the instructions provided in the “General Instruction to Bidders” for e-submission of the bids online through CPP portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
2. **BID SHALL BE SUBMITTED ONLINE** at CPPP website: <https://eprocure.gov.in/eprocure/app>.
3. Bidder, who has downloaded the tender documents from Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and bidder is liable to be banned from doing business with MPMMCC for a period as shall be decided by the competent authority.
4. The bidder should furnish full contact details such as recent phone nos., mobile nos., email id, mailing address, office address which will be in operation for a period of two years. MPMMCC/ HBCH will send all communication preferably by e-mail. Non-receipt of communication will not be our responsibility. So tenderer must ensure correct and operational email ID and fax Nos. If any changes in contact details, then ensure to submit to MPMMCC/ HBCH.
5. The bidder should be having a legal entity either of individual / partners or a body corporate which may sue or may be sued.
6. The bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate man-power having prescribed qualification (Skilled & Technical) required for managing the business
7. The bidder should have necessary license/certificates under the prevailing laws for providing of services.
8. The bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN and GST No.
9. Experienced bidder should attach certificate of their past experience in support of their capability in the field of dealing with the item tendered.
10. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the item/ services offered by bidder.
11. The bidder will be responsible for abiding the national/international laws including rules relating to services offered by the bidder.
12. Eligibility Criteria as per OM dated 23.02.2023 issued by MoF w.r.t amendment of GFR.

a. **Model Clauses for Tenders.**

- i. Any bidder from a country which shares a land border with India will be restricted vide Department of Expenditure (DoE), Ministry of Finance (MoF) OM No. F.7/10/2021-PPD dated 23.02.2023 and Para 144(x) of GFR 2017 (amended on 31.07.2024) as Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/ or screening, on procurement from bidders from, or bidders having commercial arrangements with an entity from, a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security; no procurement shall be made in violation of such restrictions.
- ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.



1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent. of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- iii. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- iv. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- v. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- vi. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

#### Model Certificate for Tenders:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

#### Model Certificate for Tenders for Works involving possibility of sub-contracting:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

#### Model additional certificate by Bidders in the cases of specified ToT:

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.”

OR

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.”

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of



Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

13. The bidder is also advised to ensure that the Commercial offer and the Technical offer papers are signed by the authorized persons and rubber stamp should be put wherever asked for.
14. The offers should be submitted within the scheduled time limits and delay if any occurred in submission on account of any reason whatsoever shall not be condoned and such delayed offers received late shall be liable for rejection
15. The bidder or his authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure. (Not applicable in case of e-tender)
16. Any change in policy decision made by the MPMCC/ HBCH management before awarding the Contract will be binding on the vendor.
- 17. Conditional & incomplete offers will not be accepted.**
18. The Director, MPMCC/HBCH reserves the right of cancellation, adding, reducing or deferring the services/purchase without assigning any reason thereof at any stage in the processing of tenders received and no claim in this behalf from any tender in any way shall be entertained/tenable/entitled for compensation in one way or the other. In such case of cancellation, the bidder will be refunded with the earnest money deposit without any payment of interest on production of original EMD receipt. The Director, MPMCC/HBCH on enquiry will disclose the reasons for rejecting a tender or non-issuing a tender document. I certify that I have read the above instructions carefully and taken note of them.

Signature

Date:

Name of authorized person for bidder with seal





Tender No. HBCH/MPMMCC/OT/42/KH

Date: 02.01.2026

**E-Tenders Invited for Outsourcing of CA firm for GST Returns Filing (GSTR-3B & GSTR-7) TDS Return Filing, Consultancy, Issue of Utilization Certificate for the period of Two Years plus two years extendable on yearly basis (subject to satisfactory performance & requirement) at HBCH & MPMMCC, Varanasi**

- 1. Introduction:** Mahamana Pandit Madan Mohan Malaviya Cancer Centre (MPMMCC) & Homi Bhabha Cancer Hospital (HBCH) are Units of TMC, Mumbai are the two state-of-art Cancer Care Hospitals under aegis of Department of Atomic Energy, Govt. of India. MPMMCC & HBCH Both are 394 & 189 bedded hospitals respectively. The Hospitals are providing patient care services in the form of Emergency Services, outdoor & indoor patients, OT's, various diagnostic & laboratory Services. The intended to outsourcing of CA firm for Preparation & Submission of Balance Sheets for HBCH & MPMMCC, Varanasi.
- 2. E-Tenders on CPP portal are invited by the Director, Mahamana Pandit Madanmohan Malaviya Cancer Centre, Sundar Bagiya, Near Nariya Gate, Varanasi (U.P.) – 221005 Ph. 0542 2575035, 2575032, for outsourcing (rate contract) of CA firm for GST Returns Filing (GSTR-3B & GSTR-7) TDS Return Filing, Consultancy & Issue of Utilization Certificate for HBCH & MPMMCC, Varanasi from the Chartered Accountant firms in Two Bid System (Part-I Technical bid and Part-II- Financial/Price bid) on <https://eprocure.gov.in/eprocure/app>.**
- 3. Period of Contract: Two Years plus two years extendable on yearly basis (subject to satisfactory performance & requirement)**

**SCOPE OF WORK:** The CA Firm should

1.	Get the relevant data from the Accounts team to prepare and file the return application GSTRs and reconciliation of Annual Return for Form 9 & 9c.
2.	Get the relevant Data from the Account's Team to prepare and file the return of TDS 24Q & 26 Q (quarter Return) and its annual return
3.	Access the software system, and financial management system, fetch relevant reports/ ledger details, PBR Data, Income Tax data, prepare MS-Excel data etc. (support will be provided by the Varanasi Accounts team)
4.	Consultancy related to GST, TDS, TCS & Income Tax, etc.
5.	Issue of Utilization of Certificate to various Projects & CSR
6.	Document verification of Employee's Investment Savings in compliance with Income Tax <ol style="list-style-type: none"> <li>duly signed and stamped by the CA Firm on each employee's supporting (duly checked with our system, whether entered and calculated properly)</li> <li>The CA Firm should also issue a certificate that all entries are checked and found in order.</li> </ol>
7.	The CA firm should depute at least one (01) CA who will be well versed in the above-mentioned work as per the compliance to Income Tax & GST.
8.	The firm should submit all the relevant documents, working softcopies/computer files/ folders, etc. after completion of the said work to the DCA of the unit.
9.	The Firm should have 10 years of experience since the date of Registration of the firm.

**\*Note: The firm has the liberty to visit our institute before bidding to understand the work, software system, know-how of the Organization etc.**

- The Director, HBCH/MPMMCC at his discretion may curtail or enhance the scope of work of the subject contract with proportionate adjustment of Security deposit paid by the contractor on the similar lines and Rate contract will be amended accordingly.
- Tenderers are required to sign the Terms & Conditions of the tender and submit along with the tender.
- Tender for the outsourcing of CA firm for Preparation and Submission of Balance Sheets for Homi Bhabha Cancer Hospital and Mahamana Pandit Madanmohan Malaviya Cancer Centre, Sundar Bagiya, Near Nariya Gate & BHU Campus, Varanasi (U.P.) – 221005, should be submitted **in two parts (i.e. Technical Bid and Financial Bid)**.
- The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using Digital Signature Certificates. All the pages of the bid being submitted must be signed and sequentially numbered by the Bidder irrespective of nature of content of the document before uploading. All the files mentioned should be in .pdf format. The instructions given below are meant to assist the bidders in registering on the 2 CPP Portal, prepare their bids in accordance with the



requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: “<https://eprocure.gov.in/eprocure/app>”

8. The interested bidders may upload their bids along with duly signed scanned copies of all relevant certificates/ documents etc, in support of their technical and financial bid. Each and every page of the tender documents should bear the stamp & sign of tenderer or his authorized representative in acceptance of the terms and conditions laid down by MPMCC/HBCH, Varanasi. All entries in the tender form should be legible and filled clearly. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory. Tenders, incomplete in any form, will be out rightly rejected.
9. **Pre-Bid Meeting:** - The Pre-bid meeting against tender for hiring of CA will be held on 13.01.2026 at 11:00 AM in the Conference Room, Administrative Block, 1<sup>st</sup> floor, MPMCC, Varanasi.
10. **Interested bidders are requested to attend the** Pre-bid meeting with the members of the committee on **13.01.2026** at 11:00 AM in the **Conference Room, Administrative Block, 1<sup>st</sup> floor**, Mahamana Pandit Madanmohan Malaviya Cancer Centre, **Sundar Bagiya, Near Nariya Gate, Varanasi (U.P.) – 221005**. Interested bidders are requested to inform about their attendance for pre bid meeting with the office of **Purchase Officer, HBCH/MPMCC, Varanasi on email Id: [purchase@mpmmcc.tmc.gov.in](mailto:purchase@mpmmcc.tmc.gov.in)**
11. The tenderer if wishes can visit the site and acquaint himself with the work conditions before quoting the price or before submitting the tender. The Tenderer should visit the site at his own cost and expenses and get acquainted with the work load involved, facilities and other details. HBCH/MPMCC will not be responsible for any misunderstanding developed later on.
12. The last date for bid submission on 29.01.2026 up to 13:00 Hrs. and the opening of Technical Bid on 30.01.2026 at 14:30 Hrs. on CPP Portal. For all purposes, the e-tender submitted by the bidder shall be considered for evaluation. Details of the tenderers whose Technical Bids have been accepted shall be available in the CPP Portal.
13. Time and date of opening of Part II- Price Bid will be intimated only to the tenderers who are qualified after evaluation of Part I- (Technical Bid) i.e. Part II of the tenders will be opened on a date to be intimated later, only if Part I of the bid is technically accepted.
14. The competent authority of MPMCC reserves the right to reject all or any tender in whole or in part, without assigning any reason thereof. Any amendment / any corrigendum to this tender will be published on the CPP Portal and information on MPMCC/TMC website only. Bidders should regularly visit the above websites to keep themselves updated.
15. **Bid Security Declaration:** The tenderer has to submit the “Bid Security Declaration” as per ANNEXURE ‘B’ attached in the tender document.
16. Vendors shall quote firm offers. Conditional offers shall not be considered.
17. Tenderer must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
18. If at any later date, it is found that the documents and certificates submitted by the firm are forged or have been manipulated, the work order issued to the firm shall be cancelled and appropriate/legal action will be initiated as per merit of the case.
19. The firm should not be blacklisted in any of the Organization in any of the previous years. No criminal cases filed on firm/bidder regarding related to financial work etc.
20. **Eligibility and Pre-Qualification criteria for Technical Selection:**
  - The bidder should have **registered as CA Firm** and Firm should have minimum 10 years of experience since the date of Registration of the firm. The Quotation along with satisfactory experience certificate from Government organizations/ statutory bodies/ PSUs for the last 10 financial years must be enclosed. Copy of certificate of practice and PAN Card must be enclosed.

**Note:**

**The firm have to submit the copies of work order or purchase order or contract or agreement along with experience certificates or performance certificate or work completion certificate on the letter head of the served institution/organisation clearly indicating the serving dates (DD/MM/YYYY) (From – To). This would be required for assessment of experience.**



## 21. The Director, (HBCH/MPMMCC) reserves right to:

- Reject any or all of the tenders without assigning any reason at any stage.
- At his sole discretion reject all or any of the tenders without assigning any reason for the same. The contractors must fill in the tenders strictly in conformity with the instructions given with the schedule, failing which, their tenders are liable to be rejected.
- May terminate the contract/short close of work order without assigning any reason with prior notice to the firm.
- Rejection of offer if found incomplete with regard to the required information regarding scope of work.
- Reviews of the services performed by the firm and ask for any clarification and changes/modifications to the services performed by the contractor. Such changes shall be mutually discussed and agreed upon between HBCH/MPMMCC and contractor and the same shall be incorporated by the contractor in the work without any dilution of the responsibility of the contractor.
- The Contract shall be initially for **given scope of work**. HBCH/MPMMCC reserves the right to extend the Contract against additional similar work requirement subject to satisfactory performance of the Contractor as may be mutually agreed to.
- To verify any of the work experience /performance/ submitted documents as mentioned by the firm where he carries similar scope of services in the Tender for assessments before technically accepting tenderers technical quote.

## 22. INSTRUCTIONS FOR SUBMISSION OF TENDER

The following documents duly stamped & verified shall be the submitted along with Technical Bid for qualifying criteria for Technical Scrutiny –

1	“Bid Security Declaration” as per ANNEXURE ‘B’ attached in the tender document.
2	Copy of Certificate of Registration as CA firm
3	Copy of GST Registration Certificate, duly signed & stamped, clearly mentioning the GSTIN number. (In case of GST Exemption/GST Composite Scheme- documentary proof should be submitted)
4	Copy of PAN, duly signed & stamped.
5	Min 10 years’ relevant experience in reputed institutions/ organizations (copies of work orders/Purchase orders/Contracts/Agreements and performance/ work completion/Experience certificates must be enclosed)
6	Tender Acceptance Letter in the format enclosed at Annexure-D

- Tenderer shall offer their quotations in two bid system i.e. part I (Technical Bid) & Part II (Price Bid) the prescribed tender forms & the values to be quoted in figures as well as in words. Erasures or corrections in figures without Tenderer’s initials will render the tender liable for rejection. Amount in tenders expressed **in words** will be treated as correct even if the figures are incorrect or overwritten. Financial bid submitted with the technical bid will be rejected.
  - No price information to be furnished in the Technical bid.
- If a firm quote ‘NIL’ charges/consideration, the bid shall be treated as unresponsive and will not be considered. Compliance report on technical bids be clear. If tenderer not quoted or put dash (-) or ‘NA’ then it will be presumed that quoted price includes those item cost.
  - Firm must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
  - The tenderer is requested to fill in the rates duly typewritten against price schedule. The rates shall be inclusive of all expanses/ taxes etc., (but excluding GST). GST will be extra and as per rules. Only one rate should be filled in against each work. The Rates should be legibly written. Erasures and correction in figures without the Bidder’s initials will tend the Tender, liable for rejection.
  - Bid Validity:** Every Tender must remain open for acceptance for **180 days** from the date of opening of the Tender.
- ## 27. COMPENSATION FOR SUBMISSION OF TENDER

- The Tenderer shall not be entitled to claim any costs, charges, expenses for the incidental to or in connection with the preparation and submission of his tender under any circumstances, including if the invitation to tender is cancelled by HBCH & MPMMCC.





- ii. The successful Tenderer shall submit before entering into the contract the name, permanent and present address, age, qualification, experience and two passport size photographs of all concerned employees.

28. **SECURITY DEPOSIT (Performance Security):**

The security deposit will be @ 5% of work order value and the Contractor shall be required to deposit in form of Unconditional Bank guarantee or FDR. The Performance Security is accepted in the form of Demand Draft / Unconditional Bank guarantee or FDR issued by any Nationalized/ Scheduled Bank situated at Varanasi. The Security Deposit shall be released only after Three Months from the date of expiry of the contract after deducting outstanding dues, if any subject to satisfactory of work. HBCH & MPMMCC. Reserves the right to recover any statutory dues or other dues such as Security Deposit of the Contractor.

29. **TERMS OF PAYMENT**

CA Firm will deploy their staff and/ or take input from us to complete the work at predetermined (regular) intervals. The system and other requirements like computer, space and query resolution will be done from our end.

**The firm will charge monthly fee for the work and payment will be made within 30 days against submission of bill of respective month/s along with work details of respective month/s & for Charges of UC will be based on issued UC basis.**

30. MPMMCC/HBCH will not provide any transport or accommodation to the employees of the firm in any condition. If the contractor re-fuses/denies the assignment, after award of work, all the required actions will be taken by MPMMCC/HBCH to safeguard its interest.

31. **LIQUIDATED DAMAGES/PENALTIES.**

If the Contractor fails in the due performance of his contract within the time fixed by the HBCH/MPMMCC, the Centre can impose /levy liquidated damages/penalties at the rate of 0.5% per week subjected to maximum 10% of bill amount, this will be recovered from the bills:

32. **CANCELLATION OF CONTRACT**

Director, MPMMCC/HBCH reserves the right to cancel/short close the contract or any part thereof by giving prior notice and shall be entitled to rescind the contract wholly or in part by a written letter to the Contractor if:

- The Contractor does not adhere to any terms and conditions of the contract including general and special terms and conditions and the conditions imposed from time to time.
  - The quality of service/work is poor / unsatisfactorily or not in conformity with the requirement.
  - The contractor or his employees indulges in any corrupt practices and the Hospital premises are misused.
  - Notwithstanding anything contained above, MPMMCC/HBCH reserves the right to cancel the contract and forthwith forfeit Security Deposit and get the job done by a third party in part or in full at the risk and cost of the contractor. MPMMCC/HBCH also retains the option of debaring the contractor from participating in future tenders for a specific period. Payment for the work completed at the time of termination of the contract shall be made as per the terms of the contract.
  - Upon receipt of said cancellation notice, the Contractor shall discontinue all work on the contract and matters concerned with it.
33. The Chartered accountant firm will not be eligible for empanelment if the firm or any partner of the firm in discharge of his/her work has been debarred by ICAI or been disqualified by any regulatory authority/court. The firm shall be liable for any damage / loss of data.
34. **Confidentiality Clause:** The engaged firms must ensure that No data pertaining to IT/GST of this hospital is leaked to any firm /individual failing which the firm shall be blacklisted by MPMMCC/HBCH.

35. **TERMINATION OF CONTRACT:**

Director, HBCH/MPMMCC may also by a written notice sent to the Contractor, terminate the contract, in whole or in part, at any time for their convenience. The notice of termination shall specify that termination is for HBCH / MPMMCC convenience, the extent to which performance of work under the contract is terminated and date upon which such termination becomes effective. The works that are complete, at the time of receipt of notice of termination shall be taken over by HBCH /MPMMCC or its authorized agency at the contract terms and prices.

For the balance work HBCH/MPMMCC may opt:

- To have any portion completed at the contract terms and conditions.



- ii. To cancel the remaining work and pay to the contractor an agreed amount for material brought to work site for execution of work.

36. **FORCE MAJEURE**

The force majeure conditions are as under: -

“Neither the Contractor nor HBCH shall be considered in default in performance of their contract, as long as such performance is prevented or delayed because of legal strikes, war, hostilities revolution, civil commotion, epidemics, accidents, fire, cyclone, flood, or because of any Law & Order proclamation, regulation or ordinance of Government or sub-division thereof or because of any Act of God, provided it shall promptly in any case not later than 14 days of happening of the event, notify the other, the details of the Force Majeure and influence on its activities under the contract. The proof of existence of force majeure shall be provided by the party claiming it, to the satisfaction of the other party”.

37. **SUBLETTING OF CONTRACT**

The contractor **shall not sublet / subcontract the job or part of it to any other agency without the written permission of Director**, HBCH/MPMMCC. In case the same is not followed and the work is sub-let, the contract will be cancelled. In case Director, HBCH/MPMMCC permits against written request & justified requirement by the contractor for employ sub-contractor, if found competent and in the interest of the work, it shall not imply any limitation of contractor's liability to fulfill the work order.

38. **Arbitration**

If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, HBCH / MPMMCC, Varanasi to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, HBCH / MPMMCC, Varanasi. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

39. **Governing Law**: The Law in force in India, from time to time shall only have application, and the courts in Varanasi shall have exclusive Jurisdiction to adjudicate the disputes/differences arising out of this contract.

40. **JURISDICTION OF COURT**

No compensation will be entertained for the liabilities arising out of any provisions of any Act, Laws, Rules and Legislation, in force from time to time. In case HBCH & MPMMCC has to pay any charges for non-compliance of any Act, Enactment, Laws, Rules and Legislation enforcement from time to time, by the contractor, the same shall be recovered from the contractor.

HBCH / MPMMCC reserves the right to accept or reject any or all tenders without assigning any reason whatsoever thereof, HBCH / MPMMCC reserves the right to cancel the contract even after acceptance without assigning any reason whatsoever thereof. HBCH / MPMMCC is not bound to accept the lowest tender.

Purchase Officer  
HBCH & MPMMCC

Tenderer's Name, Signature & Address with seal



ANNEXURE 'B'

**Bid Security Declaration**  
**(On Letter Head of the Tenderer)**

**Tender No. HBCH/MPMMCC/OT/42/KH**

We hereby declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail to submit the performance security before the deadline defined in the NIT, we agree for suspension for a period of TWO years from participating in GeM and in any tender of your Institute which shall be binding on us and we shall not appeal against the same.

Date:

Sign of Authorised Signatory

Name:

Designation:

Seal:



## Annexure B2

Details of the Vendor for Company: M/s. \_\_\_\_\_

### Vendor Capability Proforma

Vendor Name:	
Address (Reg) Office:	
Address Factory:	
Telephone No:	Fax No:
Email :	
Contact Person Name :	
Designation:	
Mobile No:	
Types of establishment : Manufacturer/Distributor/Dealer/Trader/Agent	
Constitution of company : Proprietary/Partnership/Limited/Other	
Year of Establishment :	
Items/Services proposed to be supplied to the hospital :	
Name and address of Bankers & Account No. :	
Credit limit:	
PAN No:	
Sales Tax registration No.	
FDA license No. (if required)	
Factory Act License/SSI Registration/Shops and establishment license No.:	



### Commercial Information

Are you in Rate Contract with DGS & D Railway/MCGB/BPT/ Any other hospital:-		
Principal customers Name and address	Product supplied	Value in Rs. Lacs/ year

### Other information

Please enclosed the following:
1 Balance sheet and P&L A/c for last three years
2 Latest Income Tax Clearance Certificate
3 Copy of Sales Tax Licence if required
4 Copy of FDA License if required
5 Factories ACT License/SSI Registration/Shops And establishment License

Signature of the Vendor:

Date:

For TMH office use only

Inspection carried out by :
Inspection date:
Vendor Code:
Signature of inspector:
Approved / Rejected by:

Officer In-charge





**Annexure B3**

**APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILL IN BANK ACCOUNT BY NEFT**

1. NAME OF THE VENDOR :

2. ADDRESS, TELEPHONE NO.  
MAIL ID :

3. PARTICULARS OF BANK A/C :

4. BANK NAME :

5. BRANCH NAME :

6. 9-DIGIT CODE NO OF THE  
BANK AND BRANCH  
APPEARING ON THE MICR  
CHEQUE ISSUED BY THE BANK :

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7. NEFT / IFSC CODE :

8. ACCOUNT TYPE  
(S.B.A/C – CURRENT A/C –  
OR CASH CREDIT) :

9. LEDGER NO. / LEDGER FOLIO NO. :

10. ACCOUNT NUMBER :  
(AS APPEARING ON THE CHEQUE BOOK)

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11. PAN NO. :

I HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE. IF THE TRANSACTION IS DELAYED OR NOT EFFECTED AT ALL FOR REASONS OF INCOMPLETE INFORMATION, I WOULD NOT HOLD THE USER INSTITUTION RESPONSIBLE. I HAVE READ THE OPTION INVITATION LETTER AND AGREE TO DISCHARGE THE RESPONSIBILITIES OF ME AS A PARTICIPANT UNDER THE SCHEME.

(\_\_\_\_\_  
SIGNATURE OF THE INVESTOR/ CUSTOMER

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE ARE CORRECT AS PER RECORDS.

(\_\_\_\_\_  
SIGNATURE OF THE AUTHORISED /  
OFFICIAL FROM THE BANK/INVESTOR/ CUSTOMER

BANK'S STAMP:

DATE:



**Annexure : D**

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date:

To, \_\_\_\_\_

\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: - \_\_\_\_\_

I/We have read the General and Special Terms and Conditions of the contract given above. I /We agree to abide by them.

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc...), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Signature of the bidder and seal

Name of authorized person

& Address for correspondence

Tel/ Mobile No.



Annexure-I

**TECHNICAL BID**  
**(Audit Experience/ Capability Criteria)**

1. Name of Firm: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Name of responsible person, contact no. \_\_\_\_\_  
and details who will coordinate for audit: \_\_\_\_\_
4. Whether your firm is empaneled  
with CAG for the year 2023-24: \_\_\_\_\_
5. Empanelment no. \_\_\_\_\_
6. STABILITY OF FIRM:
  - i) Age in years \_\_\_\_\_
  - ii) No. of Branches \_\_\_\_\_
  - iii) Date of Registration of Firm and Firm Registration No. \_\_\_\_\_
7. MANPOWER
  - i) No. of Partners. \_\_\_\_\_
  - ii) No. of Qualified Chartered Accountants & ISA qualified CA \_\_\_\_\_
  - iii) No. of Article/ Audit Clerks. \_\_\_\_\_
8. Major Audit Experience

Date:

Signature

with Stamp of CA Firm

- Please do not quote the prices in the technical Bid and in case the price is quoted in the Technical Bid the said offer will be summarily rejected.