#### **TENDER DOCUMENT**

FOR

Accounting and Bookkeeping Services

Jammu and Kashmir Forest Development Corporation Limited Gladni Forest Complex, Transport Nagar Jammu-180006 Tel: 0191-2490067 FAX: 0191-2490065 E-Mail: <u>jksfc.kmr@gmail.com</u> Web: <u>www.jksfc.jk@gov.in</u>

NDEX
NDEX

#	Title.	Page No
1	Instruction to Bidders	4 to 5
2	Bid Document	6 to 17
3	ANNEXURE - A: General Information about the firm	18
4	ANNEXURE - B: Declaration by the Participant Bidder	19
5	ANNEXURE - C: Certificate regarding summary state of yearly turnover	20
6	ANNEXURE - D: Declaration against common interest	21
7	ANNEXURE - E: Undertaking from Bidder (Part I)	22
8	ANNEXURE - F: Undertaking from Bidder (Part II)	23

# Jammu and Kashmir Forest Development Corporation Limited Gladni Forest Complex, Transport Nagar, Jammu 180006 Tel: 0191-2490067 FAX: 0191-2490065 E-Mail: <u>iksfc.kmr@gmail.com</u> Web: <u>www.iksfc.jk@gov.in</u>

JKFDC/Acct/01/2024

Date: 24<sup>th</sup> October 2024

# TENDER NOTICE FOR ACCOUNTING AND BOOKKEEPING SERVICES

Jammu and Kashmir Forest Development Corporation Limited (J&K FDCL), Gladni, Forest Complex, Transport Nagar, Jammu-180006 intends to invite e-tenders from reputed and experienced agencies for providing Accounting and Bookkeeping Services as per details provided in the General Tender Notice (SBD & BOQ). Tenders shall be submitted online on J&K e-procurement Portal <u>www.iktenders.gov.in</u>. All intending bidders should to clarify matters related to this tender enquiry if any.

#### 1. IMPORTANT POINTS OF REFERENCE:

Tender Inviting Authority	Chief Accounts Officer, J&K Forest	
	Development Corporation Ltd. (J&K FDC)	
Contact Details	Phone No : +911912490065 (Fax)	
	+911912490067	
	Mail ID : jksfc.kmr@gmail.com	
Name of the Work	Accounting and Bookkeeping Services	
Tender Notice No.	e-NIT No. 01/2024-25/FIN	
Date of publication of Tender	24.10.2024	
Last date and time for submission of Bids	22.11.2024 at 1800 Hrs	
Opening of Technical Bids	23.11.2024 at 1100 Hrs	
Place of Opening of Technical	Headquarters, J&K Forest Development	
Bids	Corporation Limited, Gladni Forest Complex,	
	Transport Nagar, Jammu-180006	
Declaration of the results of Evaluation of	To be notified later	
Technical Bids		
Opening of Financial Bids	To be notified later	
Earnest Money Deposit (Original	I Within two working days after declaration of	
instrument)	successful bidder.	
Communication Appellate	Managing Director, J&K Forest Development	
Authority	Corporation Limited, Gladni Forest Complex,	
	Transport Nagar, Jammu-180006	

#### 2. INSTRUCTION TO THE BIDDERS:

- i All the qualified and experienced candidates who are eligible for participating in tendering process are advised to submit their offers/bids online on J&K e-procurement Portal <u>www.iktenders.gov.in</u>. in **three stages**. First will contain proof of EMD deposited by the bidder and copies of all the documents listed for pre-qualification. Second is the <u>"TECHNICAL BID"</u> that must contain copies of all the documents listed in technical bid, and third pertains to "FINANCIAL BID".
- ii The Bidding documents can be downloaded from the website <u>http://iktenders.gov.in</u> free of cost.
- iii The Bids shall be deposited in electronic format on the website <u>http://jktenders.gov.in</u>
- iv Technical bids of tenderers shall be opened online in the office of <u>Chief Accounts</u> Officer, J&K Forest Development Corporation Ltd.
- V Bid documents can be seen and downloaded from the website <u>http://iktenders.gov.in</u>. Bid documents contain qualifying criteria for bidder, specifications, bill of quantities, conditions, and other details.
- vi The bidders are required to submit an EMD of **Rs. 25,000/- (twenty-five thousand only)** through CDR/FDR favouring Jammu and Kashmir Forest Development Corporation Ltd payable at Jammu. The EMD shall be retained in case of selected candidates till the expiry of his/her contract and refundable after the conclusion of contract. In case of others, who don't qualify, the same shall be refundable within one month of opening of Financial Bid.
- vii The terms and conditions of the contract are given in the Tender Documents.
- viii Bidders shall sign and stamp **Annexure "E"** as a token of the acceptance of all the terms and conditions of the tender and the agreement.
- ix To participate in bidding process, tenderers must get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000. This certificate will be required for digitally signing the bid. Tenderers can get above mentioned digital certificate from any approved vendors. The Tenderers, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
- X The tenderers must submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
- xi Bids will be opened online as per time schedule mentioned in clause 3.30.
- xii Before submission of online bids, tenderers must ensure that scanned copies of all the necessary documents have been attached with bid.
- xiii The J&K Forest Development Corporation Ltd will not be responsible for delay in online submission of bids whatsoever reasons may be.
- xiv All the required information for bid must be filled and submitted online.
- XV Tenderers are advised to have all the documents including EMD scanned as specified

in the tender documents before starting the online submission process.

xvi The details of EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.

- xvii The bid shall be exclusive of Goods and Service Tax (GST).
- xviii The guidelines for submission of bid online can be downloaded from the website <u>http://jktenders.gov.in</u>.
- xix Direct or indirect canvassing by the bidders or their representatives with the JKFDC shall lead to the outright rejection of their tenders.
- xx The Courts/Tribunals situated within Jammu and Kashmir shall have sole jurisdiction to try cases arising out of this agreement.
- XXI Bids received after the expiry of scheduled date and time shall not be entertained. Bids shall be opened as per schedule stated in the index of this template by the Tender Evaluation Committee setup for the purpose in presence of the bidders who want to be present on the occasion.
- xxii The Tender Opening and Evaluation Committee constituted by the JKFDC reserves the right to:

a) Reject any or all offers/bids without assigning any reason thereof.

b) Reject incomplete and conditional offers.

- xxiii All quotes must be in the format as prescribed in this e-NIT and its BoQ.
- xxiv Request from bidders regarding additions, corrections of either T&C or rates etc. shall not be entertained after opening of bids.
- XXV Any query regarding the tender can be clarified between **28/10/2024** to **02/11/2024** through mail or telephonically at the mail id/numbers provided in the tender document.
- XXVI The decision of the Evaluation Committee as to the evaluation of all bids shall be final and binding upon all the concerned. No correspondence shall be entertained outside the process of negotiation/discussion with the Committee. There shall be no discussion/ interaction with the bidder (s) whose bid (s) are rejected/ disqualified.
- xxvii The Bid Price must be quoted in Indian Rupees.
- xxviii The bidders or their authorized representatives, who are present, shall sign a register evidencing their attendance. The bidder's name and any such other detail, as Evaluation Committee may consider appropriate, shall be announced at the time of opening of tender.
- xxix Any deviation from the terms & conditions specified in the tender shall lead to outright rejection of bid/offer/quote.
- XXX The Financial Bid shall be opened by the tender opening committee and the bidders or their authorized representatives who wish to attend the bid opening on the date and time communicated to all the technically qualified bidders are free to do so. The financial bids of only such bidders, who are successful in technical bids, shall be opened.

#### 3. BID DOCUMENT:

## 3.1. BACKGROUND:

The "Jammu & Kashmir Forest Development Corporation (JKFDC) Ltd" has been incorporated on 03<sup>rd</sup> December 2020, under Companies Act 2013.

#### 3.2. NATURE AND SCOPE OF WORK:

To provide services related to maintenance of books of accounts for the period from 01/04/2024 to 31/03/2026 (FY 2024-25 & 2025-26) at different locations listed below:

The J&K FDCL has Pay and Accounts Office system for booking of expenditure incurred by various business units and disbursement of payments to payees. The locations of Pay and Accounts Officers of J&K Forest Development Corporation are:

#	Name of the Offices / FDCL Divisions	Location
1.	Chief Pay and Accounts Officer	Gladni Forest Complex Jammu.
2,	Pay Accounts Officer Central / J-1	Bikram Chowk Jammu
3.	Pay Accounts Officer East-West / J-2	Bikram Chowk Jammu
4.	Pay Accounts Officer Central / K-1	Sheikh-UI-Alam Complex, Raj Bagh, Srinagar.
5.	Pay Accounts Officer North-South / K-2	Sheikh-Ul-Alam Complex, Raj Bagh, Srinagar.

The locations of different business units/ offices of J&K Forest Development Corporation are: -

#	Name of the Offices / FDCL Divisions	Location
1.	Divisional Manager Finance HQ	Jammu
2,	Divisional Manager West Marketing	Jammu
3.	Divisional Manager East Marketing	Jammu
4.	Divisional Manager Extraction Rajouri	Rajouri
5.	Divisional Manager Extraction Jammu	Jammu
6.	Divisional Manager Extraction Udhampur	Udhampur
7.	Divisional Manager Extraction Ramban	Ramban
8.	Divisional Manager Extraction Doda	Doda
9.	Divisional Manager Extraction Kishtwar	Kishtwar
10.	Divisional Manager Extraction Bhaderwah	Bhaderwah
11.	Divisional Manager Sales North Kashmir	Srinagar
12.	Divisional Manager Sales South Kashmir	Srinagar
13.	Divisional Manager Extraction Anantnag	Anantnag
14.	Divisional Manager Extraction PP East	Pulwama
15.	Divisional Manager Extraction PP West	Budgam
16.	Divisional Manager Extraction Baramulla	Baramulla
17.	Divisional Manager Extraction Zangli	Kupwara
18.	Divisional Manager Extraction Ganderbal	Ganderbal

The detailed description of the services to be provided by the CA firm to Jammu and Kashmir Forest Development Corporation is as follows:

- a) Preparation of accounts at CPAO/PAO level and organization level including monthly trial balances, receipts & payments accounts, with all necessary reconciliations and control of accounts and schedules thereof necessary for finalization of accounts, preparation of Profit and Loss Account and Balance Sheet by the J&K FDCL in accordance with the accounting standards.
- b) Review and reconciliation of Trial Balance, All Ledgers, Realisation Day Book, Bank Book and Stock Register on regular basis.
- c) Making entries of both income and expenditure in the accounting software. Preparation of Payment Vouchers and related work.
- d) Review and checking of applicability of all statutory obligations/compliances (viz GST TDS, Income Tax TDS, TCS) timely deposition and filing of requisite return by due date and guidance in taxation matters.
- e) Checking of application of Employees Provident Fund as to its deduction, deposit, standing balances and filing of returns in time.
- f) Checking of application of Employees State Insurance as to its application, deposits and filing of returns.
- g) To apprise the Corporation on regular basis about applicability of circulars/notifications issued by the Government/ Statutory authorities from time to time.
- h) Reconciliation of fixed assets and current assets registers / accounts. Calculation and providing of depreciation in conformity with the accounting standards.
- i) Filing of Goods and Service Tax (GST) return and dealing with all the GST related matters with State Tax Department.
- Preparation of GST Input on monthly basis.
- k) Reconciliation of all Bank Accounts of J&K FDCL.
- Preparation of documents for payments related to GST, TDS and TCS and providing the same to the concerned so as to ensure that there is no delay in filing of any statutory return or making payment thereof resulting in penalty by the authorities concerned. In case of default, the contracting firm shall be liable for the same and recovery may be effected from their pending bills/Security Deposit.
- m) Reconciliation of TDS payable with TDS paid by J&K FDCL on monthly basis.
- n) Accounting of advances and adjustment thereof.
- o) Assistance in preparation of audit replies pertaining to taxation and other accounting matters. The firm will be required to attend to all the taxation related issues pending with respective tax departments and authorities.
- p) TDS / TCS related assessment both in the cases of receivable and payable, if any.
- q) Assistance in issue of TDS / TCS Certificate on behalf of J&K FDCL on quarterly basis to the parties.
- r) The CA firm shall be responsible for the work allotted to him/her, from the stage of preparation of vouchers, preparing ledgers / accounting books/ registers to final document i.e., trial balance/ receipt & payment account/ balance sheet with all supporting schedules.

- s) Any charges levied by the Tax Authorities such as return uploading fees etc. which cannot be termed as "Service to J&K FDCL" shall be reimbursed to the firm on actual basis i.e. on production of necessary proof of such payment. <u>It may be</u> <u>noted that except, as provided in this clause, no other charges shall be paid by</u> <u>J&K FDCL from those quoted in the financial bid duly accepted and approved</u> <u>by MD, J&K FDCL.</u>
- t) To oversee the timely adjustment of advances / recoveries, realization of outstanding due, write off old dues, clearance of old outstanding debits / credits of more than one month in the bank reconciliation statement and watching any other accounts matter requiring timely completion and monthly report to FA & CAO.
- u) Compilation and documentation of stock losses in accordance with accounting standards.
  - i Posting all accounting data on the accounting software.
- v) The firm shall deploy accounting personnel in sufficient numbers as required for satisfactory performance of the functions assigned under this contract.
- w) Any other account related matter and anything considered necessary towards above.
- x) The time-limits for the above work shall be as follows:
  - i Bank reconciliation of all accounts before 5<sup>th</sup> of every month.
  - ii To check Goods Service Tax calculation two days before due date of every month and deposition of the same before due date.
  - iii To check appropriateness of TDS deduction and deposition of TDS upto 6<sup>th</sup> of every month.
  - iv To file periodic returns of TDS and Service Tax before due date.
  - v To file return of professional tax within due date.
  - vi Any other accounts related work for which time-limit is prescribed.
- **3.3. e-Tendering Website**: Intending Bidders desirous of participating in the e-tender should log on to the website <u>http://iktenders.gov.in</u> and submit the tender online.

# 3.4. **REGISTRATION OF BIDDERS:**

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) with Organization name from any authorized Certifying Authority (CA) under CCA, Govt. of India. After obtaining the Digital Signature Certificate (DSC) from the approved CA they are required to register the fact of possessing the Digital Signature Certificates through the registration system available on the website.

#### 3.5. ELIGIBILITY FOR PARTICIPATION:

Bona-fide registered firms only satisfying criteria set in **clause 3.9.** are eligible for participating in the tender.

# 3.6. COLLECTION OF TENDER DOCUMENTS:

Tenders are to be submitted online and intending Bidders must download the tender documents from the website given in **clause 3.3** above. This is the only mode of collection of tender documents. Details of submission procedure are given below.

# 3.7. SUBMISSION OF TENDER:

## 3.7.1. General process of submission

Tenders are to be submitted online through the website stated in clause 3.3. All the documents uploaded by the Tender Inviting Authority (TIA) form an integral part of the bid. Intending bidders are required to upload all the tender documents along with the other documents, as asked for in the tender, through the designated website within the stipulated date and time as given in the tender notice. Tenders are to be submitted in three folders at a time - prequalification documents, Technical Proposal and Financial Proposal. The intending bidder shall carefully go through the notice, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) on the portal in the designated locations of Pre-qualification and Technical Bid. Financial bid shall be entered in the BOQ. The bid amount in rupees must be entered as gross amount per month, exclusive of all taxes etc., in the designated cell and uploaded in designated location of Financial Bid. The documents uploaded should be scanned for virus and digitally signed using the Digital Signature Certificate (DSC). Intending bidders should specially take note of all the addendum/corrigendum related to the tender and upload the latestdocuments as part of the tender.

# 3.7.2. Site inspection before submission of tender

Before submitting any tender, the intending Bidders are advised to acquaint themselves thoroughly with the local conditions prevailing at different places of business and take into consideration all factors and difficulties likely to be involved, if any. No claim, whatsoever, will be entertained on these accounts afterwards.

#### 3.7.3. Clarifications

If intending bidder requires any clarification about the tender clauses or the assignment, he may contact the Tender Inviting Authority.

# 3.8. TERM OF AGREEMENT (CONTRACT PERIOD)

CA / Chartered Accountant Firm would be appointed for a period of twenty-four months (24 Months) **commencing from the date of acceptance of LOA**. The Company reserves the right to appoint another CA to get the work done in the event of failure of the selected CA / Chartered Accountant to accomplish the work within the prescribed time, or terminate the Agreement any time before the expiry of the Contract Period if the progress of work is not commensurate with the time completion schedule, or it is not found satisfactory to meet the objectives of the assignment, or for any other reasons as seems fit to the Company.

#### 3.9. QUALIFYING CRITERIA

The Bidder should fulfill the following criteria: -

- a. Membership of the Institute of Charactered Accountant of India (ICAI).
- b. The firm must be empanelled with C&AG, without which the application of the firm would not be considered.
- c. The applicant firm is independent of the J&K FDCL.
- d. The applicant CA firm must be in practice for the last 10 years and must have 3 or more FCAs as full-time partners.
- e. The applicant CA firm must have an average annual turnover of at least Rupees 35 lakh in last three financial years.
- f. No partner of the firm or any qualified employee of the firm has neither any business interest, nor any association with J&K Forest Development Corporation.
- g. The CA firm must have its registered head office in the UT of Jammu and Kashmir, preferably having offices both in Jammu and Srinagar.
- Experience of having provided accounting and book keeping services to at least five (5) Government Organizations / PSUs / Companies registered under the Companies Act in the last five years in J&K.
- i. No Consortium Firms whatsoever shall be entertained.
- j. The firm should comply with the guidelines for e-tendering if any issued by the Institute of Chartered Accountants.
- k. Undertaking to the effect that no Criminal Proceedings are pending w.r.t to the CA / Chartered Accountant firm in any Court of Law in India.
- 1. The Chartered Accountant firm should have a regular GSTIN. Copy of GSTIN registration certificate to be submitted.

#### 3.10. BID EVALUATION

The Bidding would be a three-stage process as under-

**I. Stage-1: Pre-Qualification Criteria (Part-I):** Evaluated as per the eligibility criteria mentioned in the foregoing clauses. Successful bidder shall qualify for stage-2 of bidding. The bidders shall have to upload the following documents for pre-qualification stage:

- a. Scanned copy of CDR/FDR for EMD or MSME registration certificate.
- b. Scanned copy of GST registration certificate.
- c. Proof of address showing location of registered headquarters in UT of Jammu and Kashmir to be scanned and uploaded.
- d. Scanned copy ICAI registration certificate.
- e. Scanned copy of certificate of empanelled with C&AG.
- f. Attested copy of Annual turnover certificate in **Annexure C** of the CA firm to be scanned and uploaded.

**II. Stage-2: Technical Bid (Part 2):** The proposals from successful bidders from stage-1 will be evaluated on documents to be submitted with technical bid. Documents listed in the following check list must be submitted as a part of technical bid.

- a. Undertaking to the effect that no partner of the audit firm or any qualified employee of the firm has any business interest or association with Jammu and Kashmir Forest Development Corporation Ltd as **Annexure – D**.
- b. Attested copy of partnership deed of Partnership firm to be scanned and uploaded.
- c. Attested copies of Certificate of Practice (COP) issued by the Institute of Chartered Accountants of India for the all the partners of the firm to be scanned and uploaded.
- d. Attested copy of Firm's Constitution Certificate to be scanned and uploaded.
- e. Attested copies of IT return Acknowledgement filed for the last 3 years to be scanned and uploaded.
- f. Undertakings and acceptance of terms and conditions attached in **Annexure E to F** to be scanned and uploaded.
- g. List of Government Organization(s)/PSU(s) where accounting services were provided in the last three years along with contract completion certificate to be scanned and uploaded.

# 3.11. ADDENDA / CORRIGENDA, if published

Bidders are to keep track of all the Addendum / Corrigendum issued with a particular NIT and upload the downloaded copies of the above documents and merge the Addenda / Corrigenda with respective NIT in the NIT folder.

# 3.12. VALIDITY OF PROPOSAL

The Bid shall remain valid for a period of 90 days from the date stipulated for submission of proposal. JKFDC reserves the right to request extension of the Bid validity for an additional period of three (3) months, if necessary.

### 3.13. EARNEST MONEY DEPOSIT (EMD)

Earnest money deposit of Rs. 25,000/- (twenty-five thousand only) through CDR / FDR pledged in favoring the Jammu and Kashmir Forest Development Corporation Ltd payable at Jammu is necessary. The EMD shall be retained in case of selected candidates till the expiry of his/her contract and refundable after conclusion of the contract. In case of others, who don't qualify, the same shall be refundable within one month of opening of Financial Bid.

#### 3.13.1. Exemption of Earnest Money Deposit

According to the General Financial rule (GFR) 2017 micro, small and medium enterprises (MSMEs) are exempted from paying Earnest Money Deposit (EMD). As such, the firms who are registered with Ministry of MSME are eligible for exemption from payment of Earnest Money. Bids without EMD shall be rejected if the technical offer does not include a valid copy of MSME certificate by appropriate authority.

#### 3.14. EXAMINATION OF THE TENDER DOCUMENT

The prospective bidders are required to examine the instructions, forms, terms, and specifications in the Tender Document. Failure to submit any information as required in the tender document will be at bidder's own risk and may lead to the rejection of

the bid. Further, during the evaluation of proposals, Corporation may at its discretion, ask the Bidders for clarification or any further documents. No response or inadequate response to the clarifications asked for may lead to the disqualification of the bidder.

#### 3.15. PRELIMINARY SCRUTINY:

Preliminary scrutiny of the technical proposal will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

#### 3.16. FULFILLMENT OF MINIMUM QUALIFICATION CRITERIA:

The proposals will be examined to ascertain whether they fulfill the minimum qualification criteria as prescribed. The proposals of those applicants who do not fulfill minimum qualification criteria shall not be taken into further consideration/ detailed evaluation.

#### 3.17. DETAILED EVALUATION OF TECHNICAL PROPOSALS:

Bids found to be substantially responsive after the preliminary scrutiny and fulfillment of the minimum qualification criteria will be taken up for detailed evaluation. Criteria for evaluation of technical have been specified in **clause 3.9.** of this document.

# 3.18. TECHNICALLY QUALIFIED APPLICANTS:

All the applicants who meet the eligibility criteria for technical evaluation will be declared as technically qualified. The Financial Bids of only the technically qualified Applicants will be opened for further processing and ranking.

#### 3.19. EVALUATION OF THE FINANCIAL PROPOSAL

The Financial Proposal of only the technically qualified applicants will be opened.

#### 3.20. FIXED PRICE BIDS:

# 3.20.1. Financial quote

- i. Only the fixed price financial proposal indicating Total Quoted Fee per month will be considered excluding GST and other taxes. No payment other than this shall be paid for the deliverables as specified in the tender document.
- ii. The minimum quote is Rs 81,000/- (Rupees Eighty-One Thousand) only per month.

# 3.21. OPENING OF BIDS:

## 3.21.1. Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated in clause 3.3.
- ii. Intending Bidders may remain present if they so desire in the office of the Corporation at Gladni Forest Complex, Transport Nagar, Jammu for opening of Technical Proposal, to be held on the date and time declared in the Schedule of dates in clause 3.30, or any subsequent modifications announced through the website.

- iii. Pre-qualification folder will be opened First and if found in order, technical folder will be opened. If there is any deficiency in the documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents will be downloaded, by the Tender Accepting Authority and evaluated as per the norms laid down in clause 3.9.
- v. The technically qualified Bidders, i.e; Bidder who qualifies in the assessment of the technical proposal, shall be eligible for competing the financial bid. Accordingly, the financial bids of only those Bidders who pass the Technical Evaluation shall be opened on the scheduled date and time.

### 3.21.2. Provision for appeal and its disposal

- i. Intending Bidder not satisfied with the decision of the Tender Opening Committee may prefer an appeal to the Managing Director, J&K Forest Development Corporation, Gladni Forest Complex, Transport Nagar, Jammu in writing within two working days after the date of uploading of the summary list of the successful bidders.
- ii. The Appellate Authority will dispose of such appeals by hearing the aggrieved Bidders as well as consulting with the Tender Opening Committee within a reasonable time and the Bidder will be informed accordingly.

# 3.22. OPENING AND EVALUATION OF FINANCIAL PROPOSAL:

- i. Financial proposals of the only those Bidders declared technically eligible by the Tender opening Committee, will be opened electronically from the web portal on the prescribed date.
- ii. The encrypted copies will be decrypted, and the rates will be read out to the bidders present at that time.
- iii. The Tender Accepting Authority, if required, may ask any of the Bidders to submit analysis to justify the rate quoted by that Bidder and the Bidder must satisfy the Tender Accepting Authority within the time frame allowed. In case it is not received within the stipulated time, the tender will be liable for rejection.
- iv. In case of tie in the financial proposal of two or more bidders, the bidder/firm having head office / branch office in Jammu/Srinagar shall be preferred. In case there is still tie after having head office / branch office at Jammu/Srinagar, the firm having highest turnover in last three years shall be preferred.

#### 3.23. NORMS FOR FINALISATION OF THE BIDS:

The Evaluation of the tender will be done by a committee. The details of the process are described above **clause 3.9.** 

#### 3.24. AWARD OF CONTRACT:

# 3.24.1. Letter of Acceptance

After selection of the successful bidder, a Letter of Acceptance of tender will be issued to the successful bidder by the Tender Inviting Authority.

#### 3.24.2. Signing of Agreement

a. The successful bidder should execute an agreement for the fulfilment of the contract with the Corporation at the time of execution, within one week from. the date of receipt of the Letter of acceptance issued by competent authority. If the same is not executed within one week, the tender may be held as nonresponsive, and the work shall be allotted to the next eligible person.

- b. The expenses incidental to the execution of the agreement should be borne by the successful bidder.
- c. The **contract agreement** for providing accounting services will be for **two years** from the date of signing, which may be extended by one year under the same terms and conditions depending upon satisfactory completion of work and performance by mutual agreement.

#### **3.24.3. Performance Guarantee**

- a. The successful bidder must submit performance security deposit irrespective of status of company/firm/Contractor equal to 5% of the value of the contract in the form of bank guarantee/fixed deposit receipt (FDR)/Banker's Cheque/Demand Draft made in from a Scheduled Bank favouring of Jammu and Kashmir Forest Development Corporation covering the entire period of the contract.
- b. The Performance Security Deposit must remain valid for a period of 90 days beyond the stipulated date of completion of the contract. In the event of further extension of contract, a revised PSD @ 5% of contract value must be given within two weeks of communication of decision.
- c. The performance security deposit will be forfeited in case of non-compliance of the terms of the agreement by the service provider.
- d. The performance security deposit shall be liable to be forfeited by order generating authority for non-completion / partial completion of work within stipulated time frame from the receipt of order.
- e. The performances security will also be forfeited in the event of breach of contractor unsatisfactory work. Security money deposited will be refunded after satisfactory completion of the work order.
- f. The Earnest Money Deposit may, on specific request of the successful Bidder, be adjusted with the Security Deposit.

#### 3.24.4. Security Deposit

- a. The EMD of the successful bidder shall be treated as refundable security deposit.
- b. The Security Deposit furnished by the successful bidder in respect of his tender will be refunded to him at the end of the contract period subject to submission of all deliverables in required norms and subject to satisfactory performance.
- c. Security Deposit will be released within 90 days (3 months) from the date of final payment to the successful Bidder. In case of any irregularity, or violation of the terms and conditions of the contract agreement, the Security Deposit will be forfeited in addition to any legal action as deemed fit & required.

# 3.24.5. Issue of Work Order

After the execution of the agreements and after receipt of the Security Deposit, the Tender Inviting Authority will issue the formal Work Order to the successful bidder.

# 3.24.6. Execution of Work Order

The successful bidder should nominate and intimate to the Tender Inviting Authority the name of a Team Leader(s) specifically to handle the assignment. The successful bidder should ensure that the Team Leader(s) is/are fully familiarized with the terms and conditions of the Tender, Scope of Work and the guidelines and is competent to handle the work.

# 3.24.7. Assigning of Tender in whole or in part

The successful bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons, organization or firm. He shall not underlet or sublet to any person(s) or body corporate for the execution of the contract or any part thereof.

# 3.25. RETURN OF EARNEST MONEY TO UNSUCCESSFUL BIDDER(S):

For return of the Earnest Money of the unsuccessful bidder(s), he/she/they is/are to apply for the same to the **Tender Inviting Authority**, giving the reference to the work, NIT No., date of tender, amount and with detail of the CDR/FDR. The Earnest Money of all bidders other than the successful bidder may be refunded, within one month of opening of Financial Bid.

#### 3.26. PAYMENT:

3.26.1. The quantum of work and the time schedule indicated in the tender document should be strictly followed otherwise no payment will be released.

# 3.26.2. Schedule of payment

The Tender Inviting Authority shall pay to the successful bidder as remuneration for the services on monthly basis. No advance payment will be made.

# 3.26.3. Payment in case of termination

In case the agreement is terminated earlier, fees shall be paid to the successful bidder for the actual services rendered and accepted by the Tender Inviting Authority as per monthly basis referred to in para 23.2 provided that in such case the Security Deposit will be forfeited in addition to any legal action as deemed fit & required.

#### **3.27. TERMINATION OF SERVICES:**

The Tender Inviting Authority reserves the right to terminate the services of the bidder, if it finds the work unsatisfactory at any stage during the contract period, by giving a notice of fifteen (15) days. The firm shall then be paid for the work completed, as per the fees quoted, till that stage of the assignment on pro-rata basis.

#### 3.28. FORCE MAJEURE:

The Bidder appointed for the work shall not be considered in default, if delay in delivery occurs due to causes beyond his control such as natural calamities, civil wars, fire, strike, floods, riot and acts of unsurpassed power. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of the Tender Inviting Authority, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Corporation.

#### 3.29. OTHER IMPORTANT CONDITIONS:

- i. The Bidder shall not make any deviation, alteration, addition or omission from the approved TOR without the prior written consent of the Tender Inviting Authority.
- ii. The Bidder shall not assign, sublet or transfer his interest in the work.
- iii. **Bid Validity**: The work order will be issued within 90 days from the declaration of the final results during which the bid shall remain valid.
- iv. Penalty for suppression /distortion of facts: If the successful bidder fails to produce the original hard copies of the documents (especially FDR/CDR), or any other documents on demand of the Tender Accepting Authority (TAA) within a specified time frame or if any deviation is detected in the hard copies with the information submitted in electronic format, or if there is any suppression of relevant fact or facts, the bidder will be suspended from participating in the tenders on e-Tender platform of the J&K Forest Development Corporation Ltd for a period of 3 (Three) years. In addition, his Earnest Money Deposit will stand forfeited. Besides, the Tender Inviting Authority may take appropriate legal action against such defaulting bidder.
- v. Summary rejection of tender: Conditional and incomplete tender, and tenders received after due date are liable for summary rejection.
- vi. Power to accept or reject tenders: The Managing Director, J&K Forest Development Corporation Ltd or his authorized representative, being the Tender Inviting Authority reserves the right to accept/reject any or all the offers or cancel the Tender without assigning any reason thereof, in the best interests of the Corporation.
- vii. All expenses in preparation and submission of the offer and visit to the site, attending the tender procedure or otherwise shall be borne by the bidders.
- viii. Legal disputes Jurisdiction: Disputes if any, arising out of the Tender shall be within the jurisdiction of the courts situated in Jammu & Kashmir.
- ix. No mobilization/secured advance bill will be allowed.
- x. In case any clarification is required, the interpretation of the Managing Director, J&K Forest Development Corporation Ltd or his authorized representative will be final.

#	Activity	Date & Time
1.	Publishing Date	24.10.2024 at 1800 Hrs
2.	Document Download start date	24.10.2024 from 1800 Hrs
3.	Start date of receipt of queries on NIT	28.10.2024 from 1000 Hrs
4.	Last date of receipt of queries on NIT	02.11.2024 upto 1600 Hrs
5.	Date of issuance of modifications to the bid documents (corrigendum)	04.11.2024 upto 1600 Hrs
6.	Bid submission start date	05.11.2024 from 0900 Hrs.
7.	Document Download End date	22.11.2024 upto 1800 Hrs
8.	Bid submission end date	22.11.2024 at 1800 Hrs
9.	Technical Bid opening date	23.11.2024 at 1100 Hrs
10.	Uploading of Technical Bid Evaluation Sheet	To be notified later
11.	Financial Bid opening date	To be notified later
12.	Uploading of Financial Bid evaluation Sheet	To be notified later

#### 3.30. SCHEDULE OF DATES FOR E-TENDERING:

13.	Declaration of the Successful Bidder	To be notified later
	EMD physical submission end date	Within two working days after declaration of successful bidder.

Chief Accounts Officer, J&K Forest Development Corporation Ltd

# No. JKFDCL/CAO/2024/ 185 Copy to the:

Dated 24/10/2024.

- 1. Commissioner Secretary to Govt., Forest, Ecology & Environment Department, Civil Secretariat (J&K) for information.
- 2. Managing Director, J&K Forest Development Corporation Ltd.
- 3. Rajesh Goswami, JAO- He will create and publish the e-Tender Notice on my behalf using his DSC.
- 4. In-charge Website will ensure uploading of NIT at official website of JKFDC.
- 5. Notice Board.

Chief Accounts Officer, &K Forest Development Corporation

#### Annexure – A

#### **General Information about the Firm**

1.	Na	me of the Firm	
2.	ICAI Registration No with region and code no		
3.	CA	G Empanelment No.	
4.	Dat	te of constitution of firm	
5.	Head Office Address		
	Lar	ndline No	
	Mobile No		A. A
	Email ID		
6.	Branch offices address in UT of J&K		
	Landline No		
	Mo	bile No	
	Email address		
7.	Par	tner in-charge	
	i)	Name	
	ii)	Address	e.
	iii)	e-mail	
	iv)	Mobile	
6)	GST	ÎN	

authorized partner of the firm certify that the above information is true & correct. If appointed to provide accounting and bookkeeping services, my firm will abide by the rules of the company in respect of maintaining secrecy of data /information.

Date: Place: Signature: Name/ Membership No: \_\_\_\_ Seal of the Firm/Company

#### Annexure – B

(On stamp paper of Rs. One Hundred)

# **CERTIFICATE & DECLARATION**

It is hereby certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged / tampered document(s) are produced with tender form for gaining unlawful advantage. We understand that J&K FDCL, J&K is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/SD and/or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further J&K FDCL, is also authorized to blacklist our firm/company/agency and debar us in participating in any tender/bid in future.

I / We assure the Corporation that neither I/We nor any of my/our workers will do any act/s which is improper / illegal during the execution in case the tender is awarded to us.

Neither I/We nor anybody on my/our behalf will indulge in any corrupt activities / practices in my/our dealing with the Corporation.

Our Firm/ Company/ Agency is not blacklisted or banned by any Govt. Departments/PSU/University/Autonomous Institute or any other Govt. Organization and no criminal proceedings are pending w.r.t to the Firm in any Court of Law in India.

Date Place

Signature of the Bidder Stamp

### Annexure – C (On Firms Letter Head)

#### **Certificate regarding Summary Statement of Yearly Turn-over**

This is to certify that the following summary statement has been prepared from the Balance Sheet for the past three years (2021-22, 2022-23 & 2023-24).

#	Financial		Remarks
	Year	Turn-over in Rs. lakh (two digit after decimal)	
1.	2021-22		
2.	2022-23		
3.	2023-24		
	Total		

The above information / figures are true and authentic to the best of my knowledge and belief. I/we are aware of the fact that furnishing of any false information/fabricated document would lead to rejection of pre-qualification at any stage, besides liabilities towards prosecution under appropriate law.

# Signature of the Authorized Signatory on behalf of the bidder

Date .....

Place.....

# Annexure – D

# (On Firms Letter Head)

# **Declaration against Common Interest**

l/We, Shri/Smt. ..... the authorized signatory of the member of ..... bidding against NIT No..... do not have any common interest with the J&K Forest Development Corporation, as a partner on any partnership firm/joint venture of any other firm in the same work. I / We want to participate.

Date:

Signature of the Authorized Signatory On behalf of the bidder

#### Annexure – E

#### (On Firms Letter Head)

#### **Undertaking from the Bidder**

From: M/s----- (Tenderer)

To: The Managing Director J&K FDCL J&K Jammu-180006

SUB: Offer for Accounting and Bookkeeping services to J&K FDCL

I/We hereby undertake that

- I/We have carefully examined the Tender Document and we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) I/We certify that we have carefully read each and every condition and the scope of work given in the bid document, and having understood the same, we confirm our acceptance without any condition or deviation.
- 3) I/We agree to keep the bid valid for a period of 90 days from the date of opening of bid and it shall remain binding on us and may be accepted at any time before the expiry of that period.
- 4) Should this bid be accepted, I/we hereby agree to abide by and fulfil all terms and conditions of the bid document and in default thereof, to forfeit the earnest money deposit absolutely.
- 5) Till such time a formal contract is prepared and executed, this Tender Document together with written acceptance of tenderer thereof shall constitute a binding contract between J&K FDCL and us.

Signature of witness:	Signature of authorized signatory	
Name of witness:	Name:	
Address of witness:	Seal of the company	

# Annexure – F (On Firms Letter Head)

#### Undertaking

I/We the following partners of M/s \_

Chartered Accountants do hereby jointly and severely verify and declare -

1. that the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there has been suppression of material information, the firm would not only stand disqualified from allotment but would be liable for disciplinary action under the Chartered Accountants Act, 1949 and the regulations framed there under;

2. that the firm, or partners has not been debarred or cautioned by ICAI during the last five years, (if debarred, give details);

3. that individually we are not engaged in practice otherwise or in any other activity which would be deemed to be in practice under section 2 (2) of the Chartered Accountants Act, 1949;

4. that the constitution of the firm as on 31st March of the relevant year shown is same as that in the constitution certificate issued by the ICAI.

#	Name of the Partner	Membership No.	Whether FCA / ACA	Date of Joining the Firm (full time)	Station & Region where Residing at Present.

# **Details of Full Time Partners of the Firm**

Date: \_\_\_\_\_

Signature of the authorized person with seal of the firm: \_\_\_\_\_

Place:

