

NIT/TENDER NOTICE

Dated:- 01-07-2022

Online bids under two cover/stage system Cover/Stage A (Technical Bid) and Cover/Stage B (Financial Bid) are invited on behalf of Managing Director Jammu and Kashmir State Power Development Corporation Limited (A public Sector enterprise of the Government of India), under secure e-procurement procedure from eligible Cost Accountants registered with the Institute of Cost Accountants of India (ICAI) and possess the Permanent Account Number (PAN) for "Hiring of Cost Accounting Firm" on open tender basis through Gem.

1. The complete bid document can be viewed and downloaded from Gem Portal.
2. The bid online is to be submitted on Gem portal up to bid submission closing date and time of tender. The brief details of the tender are tabulated as under:-

Sno.	Item	Description
1.	Publishing Date and time	01-07-2022
3.	Mode of Tendering	Gem
5.	Last date and time for submission of online bid	22-07-2022 : 4:00 p.m
6.	Online Bid opening Date and time (Cover/Stage-A)	23-07-2022 : 11:00 a.m
7.	Price bid opening Date and time (Cover/Stage-B)	To be intimated separately to the bidders whose technical bid shall be found responsive
8.	Place of opening bid	Corporate office, JKSPDCL Srinagar/Jammu
9.	Bid Validity	120 days

No:- PDC/Fin/ 2707-09
Dated:- 01-7-2022

General Manager Accounts
Corporate office, JKSPDCL
Srinagar

Copy to the :-

1. Deputy General Manager (Accounts and Finance) Corporate office JKSPDCL Srinagar.
2. P.A to M.D for information of Managing Director JKSPDCL.
3. P.A to D.F for information of Director Finance JKSPDCL.

**NOTICE INVITING TENDERS THROUGH Gem PORTAL FOR
APPOINTMENT OF COST ACCOUNTING FIRM FOR PREPARATION OF COST
ACCOUNTING RECORDS OF JKSPDCL FOR FINANCIAL YEARS
2019-20 to 2021-22**



*The Jammu & Kashmir State Power Development Corporation Limited
(A Government of Jammu & Kashmir undertaking)
Corporate Office: - Exhibition Ground, Opposite Civil Secretariat, Srinagar-190001
Camp office: -Ashok Nagar, Satwari, Jammu-180004*

IMPORTANT INFORMATION

Table A: - Important Information about NIT through Gem Dated 25. 06.2022

Item Description	Notice inviting Tenders through Gem portal for the appointment of Cost Accounting firm for preparation of Cost records of Jammu and Kashmir State Power Development Corporation Limited (JKSPDCL) for the period 2019-20 to 2021-22 (03 years)
Site Location	Corporate Office (Srinagar/Jammu)- Jammu and Kashmir State Power Development Corporation Limited
Date of publishing of tender	01-07-2022
Availability of Tender Document	Available on Gem Portal
Tender system	Sealed Tenders are invited in two covers/stages i.e.1. Cover/Stage A: - Technical bid and 2. Cover /Stage B: - Financial Bid.
Cost of E-Tender Document	Nil
Earnest Money Deposit (EMD)	Nil
Period of Assignment	Eight months from the issuance of Letter of Award (LOA)
Opening of Technical and Financial Bids	Technical bid shall be opened on 23-07-2022 and date of opening of financial bids shall be intimated to successful technical bidders separately.
Venue and Time of Tender Opening	Corporate office- Jammu and Kashmir State Power Development Corporation Limited (Srinagar/Jammu)
Contact officer for correspondence and clarifications	<p>1. Mr. Abdul Salam Kumar- General Manager(Accounts) Exhibition Ground, Corporate office, JKSPDCL, Srinagar- 190001 Mobile no:- 7006356437, 9797799025, Email:-gmasgr@gmail.com, energyjkspdc@yahoo.com</p> <p>2. Mr. Aatuif Muslim –Assistant General Manager(Civil) Exhibition Ground, Corporate office, JKSPDCL, Srinagar- 190001 Mobile no:-7006993738</p>

1. Introduction

- 1.1. Jammu and Kashmir State Power Development Corporation Limited (JKSPDCL), an undertaking of Government of Jammu & Kashmir (J&K), is responsible for planning, design, construction, operation and maintenance of Power Projects in the U.T of Jammu and Kashmir and Ladakh.
- 1.2. The Corporation intends to appoint a Cost Accounting firm for preparation of Cost Accounting Records for Financial Years- 2019-20, 2020-21, and 2021-22. In this context, bids are invited from the eligible firms through Gem portal on behalf of the Managing Director, Jammu and Kashmir State Power Development Corporation Limited (JKSPDCL), Srinagar/Jammu from the Cost Accounting firms to perform below mentioned assignment.

2. Scope of work:-

The Scope of work is detailed as under:-

- 2.1. Preparation and maintenance of proper cost records as per the Cost Accounting records (Electricity Industry) Rules, 2011 of the FYs 2019-20, 2020-21, 2021-22 and be in adherence to the subsequent amendments, orders/clarification and notification thereon, issued from time to time by Ministry of Corporate Affairs, Govt. of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India.
- 2.2. Preparation of all the proformas as required under relevant Cost Accounting Record Rules.
- 2.3. Preparation of all the annexures to Cost Audit Report Rules, 2011 and subsequent amendments made from time to time.
- 2.4. To give a true and fair view of the cost of operation and margin of all those items for which cost records are statutorily required to be maintained.
- 2.5. Records have to be maintained in conformity with generally accepted Cost Accounting Principles and Cost Accounting Standards issued by the Institute of Cost Accountants of India to the extent that these are found to be relevant and applicable.
- 2.6. Cost records have to be reconciled with the Audited Financial Statements.
- 2.7. Filing of Compliance Report as per prevailing statutory requirements to the central Government within the prescribed time limit, if required. Firm will be responsible for replying to Queries if any, regarding maintenance of Cost records/ Compliance report, received from Ministry of Corporate Affairs.
- 2.8. Providing **on the job training** to the staff (Deputy General Managers/Finance Assistants) of Jammu and Kashmir State Power Development Corporation

Limited as per the requirement of Corporation for preparation of Cost Records in future.

3. Qualifying criteria:-

Bidders should meet the following criteria:-

- 3.1. Only firm of Cost Accountant/s registered with the Institute of Cost Accountants of India (ICAI) and holds a constitution certificate shall be considered for engagement of preparation & maintenance of Cost Accounting records.
- 3.2. Only firms having registered office located in northern region (of India) can apply.
- 3.3. Minimum 5 years working Experience. Experience of the firm shall strictly be considered from the date of the constitution of the firm as mentioned on the constitution certificate.
- 3.4. The selection criteria shall be as per the table B as under. Minimum marks required for technical qualification of the firm shall be 60% of total marks.

Table B - Selection criteria for engaging Cost Accounting firm

S.No	Criteria	Basis	Maximum Marks
1	Year of establishment of Firm(s) since date of registration with ICAI.	5Marks/year over five years	20
2	Experience in preparation of Cost Records or Cost Audit of Power Sector Companies. "Power Sector Company means a company engaged solely in the generation or /and transmission or/and distribution of Power".	8 Marks/ year of Cost records/audit in case of Central/State PSUs 5 Marks/ year of Cost Records/ audit of private sector company	40
3.	The firm having the experience in Preparation of Cost Records of the other Companies. (Experience claimed here shall not be considered at point no. 02 above)	05 Marks/ year	20
Total Marks			80

3.5. In case of tie in the financial bids, technical scores of the firm will be referred and in case of tie in the technical scores also, then the the following sequence shall be adopted for selection:-

(i) Number of assignments for preparation of Cost Records/Cost Audit of Power Sector companies. Supporting documents like letter of appointments required to be submitted for evaluation.

(ii) Number of assignments for preparation of Cost Records of other companies as at point no.3 above

(iii) Firms with longer experience based on the years of registration as per constitution certificate.

4. Base of Work:-

4.1. The base of work shall be JKSPDCL Corporate Office, Jammu & Srinagar locations.

4.2. The assignment shall be completed within three (03) months from end of the assignment of relevant financial year (for 2020-21 & 2021-22) with first year as exception. The cost records for the FY 2019-20 shall be submitted within two months from the date of letter of award (LOA). In other words, the total time period available to the Cost Accounting firm shall be eight (08) months from the date of issuance of LOA for completing the whole assignment.

5. Remuneration:-

5.1 The bidders should submit their offer as per the following Price Bid format:-
Price Bid format:-

Description	Amount		
	FY 2019-20	FY 2020-21	FY 2021-22
Professional fees and other charges, if any, for the scope of work as per the terms and conditions of the tender	<u>Consolidated Amount for three years</u>		
Total (in figures)			
Total (in words)			

5.2. Professional fee quoted shall be inclusive of all travel, stay, office expenses, out of pocket expenses, cost of producing documents, making Power Point presentations before JKSPDCL and other state level forums as may be required or any other sundry charges, etc.

5.3. The Corporation will not be required to pay and/or reimburse anything over and above the contract price.

- 5.4. The offer should include all tax liability under Income tax Act, 1961. However, GST will be paid extra to the firm on the professional fee quoted.
- 5.5. The price quoted by the firm shall be firm and final.
- 5.6. 30% of the consolidated amount shall be released after completion of cost records of the F.Y 2019-20, next 30% shall be released after completion of cost records of F.Y 2020-21 and next 30% shall be released after completion of cost records for F.Y 2021-22 in consonance with clause 6.1.

6. Payment Schedule:-

- 6.1. 90% payment of the contract amount of relevant year shall be made after preparation and maintenance of cost accounting records and all relevant proformas and annexures of the FYs 2019-20, 2020-21 and 2021-22.
- 6.2. Balance 10% amount of relevant year shall be released after filing of Compliance Report as per prevailing statutory requirements to the central Government if required, replying to queries if any, regarding maintenance of Cost records/ Compliance report, received from MCA/ Government and completion of Cost audit.

7. Dispute Resolution:-

- 7.1. No dispute or difference arising between the Cost Accounting firm and Jammu and Kashmir State Power Development Corporation under or relating to this Agreement shall be referred to adjudication, unless an attempt has first been made to settle the same amicably. Amicable settlement will be deemed to have failed if either party notifies the other, in writing, of the same.
- 7.2. Any dispute, in respect of which the Owner and the Cost Accounting firm have failed to reach at an amicable settlement, shall be settled by reference to adjudicator.
- 7.3. **Adjudication:** If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the adjudicator, with a copy to the other party. The adjudicator shall be a member of Institute of Cost Accountants of India, to be appointed by the Managing Director, JKSPDCL.
- 7.4. Within 28 days after receiving such reference, the Adjudicator shall give its decision which shall be reasoned and shall be binding on both the parties, who shall promptly give effect to it unless and until it is revised in an amicable

settlement. The Adjudicator shall be bound by following terms while adjudicating the dispute:-

- (i) The Adjudicator shall pass an award strictly as per the terms and conditions of the Contract. Any award contrary to the terms and conditions of Agreement shall be void and not enforceable.
- (ii) The Adjudicator shall not award pre-reference, pendentilite or future interest on any claim awarded in favour of any party.
- (iii) The Adjudicator shall pass a speaking award with reference to each item of claim/dispute.
- (iv) The venue of adjudication shall be in the UT of Jammu and Kashmir.
- (v) The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the contract. This cost shall be divided equally between the Owner and the Cost Accounting firm.
- (vi) Neither party shall be entitled to suspend such work to which dispute relates and payments if any shall be continued to be made in terms of the Contract during the pendency of the Adjudication proceedings.
- (vii) The language of the Adjudication proceedings and of all documents and communications between the Parties shall be English.

7.5. If either party is dissatisfied with the Adjudicator's decision, then either party, may within 28 days after receiving the decision, give notice to other party of its dissatisfaction. If the Adjudicator fails to give its decision within the period of 28 days after receiving such reference, then either party, may within 28 days after the period has expired, give notice to other party of its dissatisfaction.

7.6. If the Adjudicator has given its decision and no notice of dissatisfaction has been given by either party within 28 days after it received the decision of the Adjudicator, then the decision of the Adjudicator shall become final and binding upon both the parties.

7.7. Where notice of dissatisfaction has been given, both the parties shall attempt to settle the dispute amicably. In case of failure, there shall be no arbitration proceedings. However, the parties can challenge the award of the Adjudicator

in the competent Courts within the UT of J&K only. Courts of UT of Jammu & Kashmir shall have exclusive jurisdiction in the matter.

- 7.8. Should the Adjudicator resign or die, or should the Owner and the Cost Accounting firm agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another adjudicator shall be jointly appointed by the Owner and the Cost Accounting firm as Adjudicator under the Contract. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed as the Adjudicator under the Contract at the request of either party by the Appointing Authority.

8. Submission of offer:-

The list of documents to be uploaded in the e-technical bid by the firm is as under: -

- ✓ Standard format for submission of technical details as per the ***Annexure 'A' attached.***
- ✓ The firm shall furnish the undertaking in devised format as ***Annexure 'B'*** in judicial paper of Rs 100.
- ✓ Constitution/ Registration certificate of the firm issued by the Institute of Cost Accountants of India. Information related to year of establishment of Head office, addresses, details of partners and their membership nos. etc. as indicated in the certificate will be treated as conclusive and final information for evaluation of bids.
- ✓ Copies of appointment orders and completion certificate for Cost audit/Cost Records preparation in evidence of experience.
- ✓ All the bids will be evaluated on the basis of the documents furnished along with application only.
- ✓ All submitted documents should be signed by a partner with his name and under the seal of the firm.

"The financial bid shall be quoted through Gem Portal.

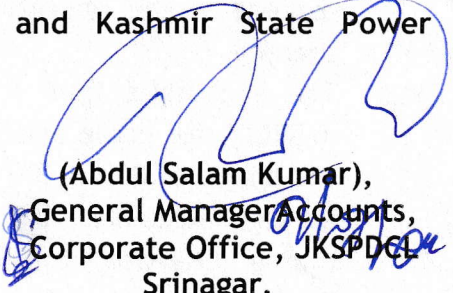
Pertinently, the bidders have to upload bid documents as specified above on Gem Portal and there is no need to submit the hardcopies of technical and financial bids to the office.

9. Other Terms and Conditions:-

- 9.1. The Firm must not sub-contract the work

- 9.2. The Firm will work in strict confidence and will ensure that the information in respect of the operation of the Area/Unit is dealt in strict confidence and secrecy.
- 9.3. The successful firm shall be required to sign a Contract Agreement with JKSPDCL for completion of the job and shall furnish a performance security in the shape of D.D @ 3%(three Percent) of the allotted cost in favour of General Manager Accounts, Corporate office JKPDCL Srinagar or the firm can also make online transfer to JKPDCL's official account No:- 0005010100005196. Performance security shall be returned only on successful completion of the Contract.
- 9.4. Failure of successful bidder to furnish Performance Security within 14 days of receipt of Letter of Award (LOA), shall constitute breach of contract, cause for annulment of the award, forfeiture of Bid Security (if any) and JKSPDCL may resort to award the contract to next ranked bidder.
- 9.5. The Bidder shall bear all costs associated with the preparation and submission of its bid and JKSPDCL will in no case be responsible or liable for those costs regardless of the outcome of bidding process.
- 9.6. JKSPDCL reserves the right to accept or reject any bid, and to annul the process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders.
- 9.7. JKSPDCL shall reserve the right to terminate the Contract at any point of time if it is convinced that the appointed firm has defaulted in timely supply of the services. In the case of default in timely performance of assignment or unilaterally withdrawal from the assignment, penalty of 5% of the cost of the assignment shall be levied to firm, in addition to forfeiture of performance security.
- 9.8. The Contract shall be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest bid.
- 9.9. Soft copies of all the documents prepared during the execution of job including linked excel based files containing cost records and its backup shall be submitted to the JKSPDCL.
- 9.10. The successful bidding firm shall be required to perform onsite role at JKSPDCL Corporate Office located in Jammu & Srinagar.
- 9.11. Taxes shall be deducted at source as per applicable laws.
- 9.12. The firm shall issue training certificate to the trainees certifying that the trainees have successfully completed the training for acquiring required skills as per clause 2.8.

For & on behalf of Managing Director Jammu and Kashmir State Power Development Corporation Limited.


(Abdul Salam Kumar),
General Manager Accounts,
Corporate Office, JKSPDCL
Srinagar.

No:-JKPDC/Fin/2710-12
Date: 17-2022

Copy to the:-

1. Company Secretary, JKSPDCL
2. P.A to D.F for information of Director Finance, JKSPDCL.
3. P.A to MD for Information of worthy Managing Director, JKSPDCL.

Annexure ' A' to NIT dated
Standard format for submission of Technical Bid

1. Name and address of the firm
(Contact no.)
2. Year of Establishment
3. PAN & GST No:-
4. (a) Number of Partners (Full Time) :

(b) Name & Address of the Partners :
(Including Practicing Membership Number)

5. Details of Experience in Power Sector Companies.

S. no	Name of the Company / Unit	Year of Cost records/Audit	Status of company (PSU/others)
1.			
2.			
3.			
4.			

6. Details of Experience in PSUs/government companies or other companies (Other than Power Sector):-

S. no	Name of the Company / Unit	Year of records
1.		
2.		
3.		
4.		

(Please provide self-attested copy of the documentary evidences for S.No. 5&6 above)

7. Bank details of NEFT/RTGS:-

1.	Bank Name	
2.	Branch Name and Address	
3.	Bank Account Number with type of account, Saving/ Current	
4.	IFSC Code No. Of the Bank	

8. We confirm that we have not taken any deviation from the specified terms & conditions, of the NIT documents. A copy of complete NIT document duly signed and sealed on all pages as a token of acceptance of all terms & Conditions are attached.

**Signature of Partner with
Name & Seal of the firm.**

Annexure 'B' to NIT No. dt:-

Undertaking

We hereby confirm/undertake that all the documents submitted in this tender are authentic, genuine copies of originals and have been issued by the issuing authority mentioned above and no part of the document(s)/information is false, forged or fabricated,

We hereby confirm/undertake that our bid complies with the total technical-commercial requirements/terms and conditions of the tender and subsequent addendum/corrigendum (if any), issued by JKSPDCL, without any deviation/exception/comments/assumptions.

We also confirm/undertake that we have quoted the rates without any condition and deviation.

We hereby confirm/undertake that we are not under any liquidation, any court receivership or similar proceedings and bankruptcy.

We hereby confirm/undertake that any partner/Director of the entity have not been convicted in any disciplinary proceedings/criminal case by regulatory authority(ies)/court in connection with professional work.

We further confirm/undertake that we have not been in negative list/blacklist by any public sector undertaking/Govt. organization/JKSPDCL.

We hereby confirm/undertake that we have not been banned/de-listed/debarred from business by any PSU/Govt. Department during last 03 (three) years.

We also confirm/undertake that the contents of this tender have not been modified or altered by us. We agree that any change noticed in future, our bid may be rejected/terminated.

We hereby confirm/undertake that we have gone through and understood the tender document and that our bid has been prepared accordingly in compliance with the requirement stipulated in the said document.

We further confirm/undertake that we have quoted our rate in electronic mode through Gem portal. We confirm that rate quoted by us includes rate for all services excluding GST as mentioned in the tender document.

Stamp & Signature of Bidder.....

Name of Bidder.....

Note: To be stamped and signed by the signatory on letterhead of bidder