

**e-NIT No. - CEO/Smart City/2021-22/ 1853**

**Dated: 30/06/2021**



**JAMMU SMART CITY**  
KHAND MITHE LOG DOGRE

**Request For Proposal for Selection of  
“Chartered Accountants Firm” for  
Internal Audit, Taxation and other related  
works of Jammu Smart City Limited**

**Bid Inviting Officer:**

**Chief Executive Officer**

Jammu Smart City Limited

Address: Office of the Chief Executive Officer, JSCL,  
Town Hall Complex, Jammu, UT of J&K, India

Ph. No: +91-7006946437

E-mail: [ceo-](mailto:ceo-)

[jammusmartcity@jk.gov.in](mailto:jammusmartcity@jk.gov.in)

Website: [www.jammusmartcity.org](http://www.jammusmartcity.org)



JAMMU SMART CITY  
KHAND MITHE LOG DOGRE

# Request For Proposal for Selection of “Chartered Accountants Firm” for Internal Audit, Taxation and other related works of Jammu Smart City Limited

## Jammu Smart City Limited

Address: Office of the Chief Executive Officer, Jammu Smart City Limited,  
Town Hall Complex, Jammu, UT of J&K, India

Ph. No: +91-7006946437

E-mail: [ceo-jammusmartcity@jk.gov.in](mailto:ceo-jammusmartcity@jk.gov.in)

Website [www.jammusmartcity.org](http://www.jammusmartcity.org)

e-NIT No. - CEO/Smart City/2021-22/1853

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**e-NIT No. - CEO/Smart City/2021-22/1853**

**Date: 30/06/2021**

**e-Notice Inviting Tender**

The Chief Executive Officer, Jammu Smart City Limited, on behalf of Hon’ble Lt. Governor, Union Territory of Jammu & Kashmir, intends Selection of Chartered Accountants Firms for providing services of Internal Audit, Taxation and other related works to Jammu Smart City Limited on contract basis.

Name & Address of JSCL	Chief Executive Officer, Jammu Smart City Limited Town Hall Complex, Jammu, UT of J&K, India
Subject Matter of Procurement	e-Notice inviting Online Bids for Selection of Chartered Accountants Firms for providing services of Internal Audit, Taxation and other related works to Jammu Smart City Limited on contract basis.
Approx. value of the Tender	₹ 3.60 Lakh
Period of Services	24 Months
Bid Document Fee	₹ 2,000.00 ₹ Two Thousand only Online Transfer, NEFT, IMPS in favor of “ <b>Chief Executive Officer, Jammu Smart City Limited</b> ”, JK’s Bank Account No. CD-0022010200000043, Branch: Rail Head, IFSC Code: JAKA0ERAILH
Period of On-line availability of Bid Documents (Start Date / End Date)	Start Date & Time: 01/07/2021 at 1500 Hrs End Date & Time: 21/07/2021 at 1500 Hrs
Date, Time and Manner for Pre-bid Meeting	Date and Time: 08/07/2021 at, 1500 hrs. Manner: Online only Interested bidders must send an email to <a href="mailto:ceo-jammusmartcity@jk.gov.in">ceo-jammusmartcity@jk.gov.in</a> with their query to receive a link for participation at least 1 day prior to the pre-bid meeting
Manner, Start & End Time & Date for submission of Bids	Manner: Online, on e-Procurement website <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> Start Date & Time: 01/07/2021 at 1500 Hrs End Date & Time: 21/07/2021 at 1500 Hrs
Date and Time of opening of Technical Bid	Date & Time: 23/07/2021 at 1500 Hrs

Date and Time of opening of Financial Bid	Will be intimated later to the Technically Qualified Bidders
Bid Validity	180 days from the date of Technical Bid Opening
Language	This Bid Document has been issued in English language and Bids shall be submitted in English language only. All correspondence exchange shall be in English language only.
<b>Note:</b> 1. Tender Document and other details shall be available on Website: <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> 2. Amendment to e-NIT, if any would be published on website only.	

**Chief Executive Officer**  
**Jammu Smart City Limited**

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<b>ACRONYM</b>	
<b>ACA</b>	Associate Chartered Accountant
<b>BOD</b>	Board of Directors
<b>C&amp;AG</b>	Comptroller and Auditor General
<b>CA</b>	Chartered Accountant
<b>CEO</b>	Chief Executive Officer
<b>DISA</b>	Diploma in System Audit
<b>EMD</b>	Earnest Money Deposit
<b>e-NIT</b>	Electronic - Notice Inviting Tender
<b>FCA</b>	Fellow Chartered Accountant
<b>GST</b>	Goods and Services Tax
<b>ICAI</b>	The Institute of Chartered Accountants of India
<b>₹</b>	Indian National Rupee₹
<b>ITR</b>	Income Tax Return
<b>JSCL</b>	Jammu Smart City Limited
<b>PIS</b>	Proposal Instruction Sheet
<b>PMC</b>	Project Management Consultant
<b>PSU</b>	Public Sector Undertaking
<b>RBI</b>	Reserve Bank of India
<b>RFP</b>	Request for Proposal
<b>SCM</b>	Smart City Mission
<b>ToR</b>	Terms of Reference
<b>UT</b>	Union Territory

## **DISCLAIMER**

This Request for Proposal containing Annexures and subsequent Addenda and Corrigenda (Herein after called as RFP) has been prepared solely for the purpose of enabling the Company to select a Service Provider for Appointment of Chartered Accountant (CA) Firms for providing Internal Audit Services as per specifications, terms and conditions and scope defined in this RFP (herein after referred as RFP for Selection of Chartered Accountants Firm for Internal Audit, Taxation and other related works of Jammu Smart City Limited.

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement, not a recommendation and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.

The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bids (the “Bid”) including all the necessary submissions and the financial offers pursuant to this RFP.

The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required services.

While this RFP Document has been prepared in good faith, neither Employer nor its employees and advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document, even if any loss or damage is caused by any act or omission on their part.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Subject to any law to the contrary, and to the maximum extent permitted by law, the Employer and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained

in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Employer or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

The issue of this RFP does not imply that the Employer is bound to select a Bidder or to appoint the Selected Bidder for the assignment and the Employer reserves the right to reject any and all proposals of any of the Bidders, to waive defects, to alter or modify the requirements of this RFP, and to award no contract, or any item or part thereof, or to waive any informalities or irregularities in proposals or any of the Bids may reject without assigning any reason whatsoever. The Employer's decision in this regard shall be final and binding. Further, the employer reserves the right to modify, amend or supplement this RFP Document.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The employer will not be responsible for delay in online submission due to any reason. For this, bidder is to upload the complete bid well in advance in time so as to avoid issues like slow speed; chocking of web site due to heavy load or any other unforeseen problems. The Bidder should carefully note down the cut-off dates for the carrying out each e-tendering process / activity. Every effort is being made to keep the Website up to date and running smoothly 24 x 7 by the Service Provider. However, Employer takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time. In that event Employer will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services or due to such unavailability of the Website or any part thereof or any contents or any associated services. The bidders must get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any. The Employer will not be responsible for any incomplete activity of e-tendering process of the bidder due to technical error/ failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. The bidder must get done all the e-tendering activities well in advance.

The Employer disclaims any factual/or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein.



## 1. PROPOSAL INSTRUCTION SHEET (PIS)

Date: 01/07/2021

Dear Sir/Madam,

**Subject: Selection of Chartered Accountants Firm for Internal Audit, Taxation and other related works of Jammu Smart City Limited.**

1. Jammu Smart City Limited (JSCL), intends Selection of Chartered Accountants Firms for providing Internal Audit, Taxation and other related works to Jammu Smart City Limited on contract basis. The services' description and key responsibilities and selection criteria will be as described in this document.
2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
  - i. This letter and Proposal Instruction Sheet (PIS)
  - ii. Instructions to Applicants (Annex- I)
  - iii. Terms of Reference (TOR) (Annex- II)
  - iv. Evaluation Methodology and Criteria (Annex- III)
  - v. Format of Technical Proposal (Annex- IV)
  - vi. Format of Bid Security Declaration Form (Annex-V)
  - vii. Format of Financial Proposal (Annex- VI)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the Instructions to Applicants (Annex-I).

Detailed Instruction governing below listed summary of the "Instructions to Applicants" are available in the Annex- I ("Instruction to Applicants") accessible from this <http://jktenders.gov.in>

SN	Instructions to Applicants	Specific Requirements
1	Deadline for Submission of Proposals (Online)	Date and Time: 21/07/2021 at 1500 Hrs Online Submission Date (Proposal submission after this date shall not be accepted by the web-portal <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> )
2	Online Submission	Electronic submission of Proposal as per Annex- 1 The proposal has to be submitted in hard copy as well as online at <a href="http://jktenders.gov.in">http://jktenders.gov.in</a> . Only Electronic submission shall be considered for evaluation purposes. Hard copy shall be used for

		record and reference only. The process for submission is explained in the RFP document.
3	Hard Copy Submission:	Hard Copy of the Technical Proposal must be submitted to: Office of the CEO, Jammu Smart City Limited, Jammu
4	Cost of Bid Document	₹ 2,000.00 ₹ Two Thousand only Online Transfer, NEFT, IMPS in favor of “ <b>Chief Executive Officer, Jammu Smart City Limited</b> ”, JK’s <b>Bank Account No. CD-0022010200000043, Branch: Rail Head, IFSC Code: JAKA0ERAILH</b>
5	Language of the Proposal:	English
6	Proposal Currencies	Indian Rupees
7	Proposal Validity Period	180 Days
8	Contact address for requesting clarifications on documents	Requests for clarifications should be sent to e-mail address: <a href="mailto:ceo-jammusmartcity@jk.gov.in">ceo-jammusmartcity@jk.gov.in</a> / <a href="mailto:info@jammusmartcity.org">info@jammusmartcity.org</a>
9	Date, Time and Manner for Pre-bid Meeting	Date and Time:08/07/2021 at, 1500 hrs. Manner: Online Interested bidders must send an email to <a href="mailto:ceo-jammusmartcity@jk.gov.in">ceo-jammusmartcity@jk.gov.in</a> to receive a link for participation at least 1 day prior to the pre-bid meeting
10	Performance Security	Performance Security will be equivalent to 03% (Three percent) of the total bid price quoted in the form of Bank Guarantee as per the format at Exhibit - A.

4. The Applicant will be selected based on the Evaluation Methodology and Criteria indicated in Annex - III.
5. JSCL reserves all the rights to reject or accept any/all applications, without assigning any reason whatsoever. JSCL takes no responsibility for the delay, loss or non-receipt of any submission or letter sent by post, within the prescribed time period.

**Chief Executive Officer,  
Jammu Smart City Limited**

## 2. INSTRUCTIONS TO APPLICANT (Annex - I)

### 2.1 Preparation and Submission of Proposal

The period of validity of the Bid shall be 180 days from the Date of Bid Submission.

The bid document shall be written in English only. Online Bid submission procedure is given in this Annex-I point No 2.14.

The applicants shall have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the e-Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.

The applicant must submit their proposals in hard copy also comprising Technical Proposal, proof of Bid Document Purchased Fee and Bid Security Declaration in a sealed envelope clearly marking ***“Selection of Chartered Accountants Firm for Internal Audit, Taxation and other related works of Jammu Smart City Limited”*** and delivered at the address below no later than 21/07/2021 up to 1500 Hrs.

It shall be deemed that by submitting the Proposal, the Applicant has:

- i. made a complete and careful examination of the RFP document;
- ii. received all relevant information requested from the Authority;
- iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the Authority.
- iv. acknowledged that it does not have a Conflict of Interest.

JSCL reserves all the rights to reject or accept any/all applications, without assigning any reason whatsoever. JSCL takes no responsibility for the delay, loss or non-receipt of any submission or letter sent by post, within the prescribed time period.

For any queries, email may be sent to [ceo-jammusmartcity@jk.gov.in](mailto:ceo-jammusmartcity@jk.gov.in)

### 2.2 Submission Requirement

The bid submitted online by the Applicants shall be in the following parts:

**Part 1:** This shall be known as **Envelope-A** and would apply for all bids. **Envelope-A** shall contain the following as per details given below:

- i. This letter and Proposal Instruction Sheet (PIS)
- ii. Instructions to Applicants (Annex-I)
- iii. Terms of Reference (TOR) (Annex-II)
- iv. Evaluation Methodology and Criteria (Annex-III)
- v. Format of Technical Proposal (Annex-IV)
- vi. Format of Bid Security Declaration Form (Annex-V)
- vii. Format of Financial Proposal (Annex-VI)

**Part 2:** This shall be known as **Envelope-B** and required to be submitted only where eligibility conditions are stipulated in the RFP document. Online **Envelope-B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of eligibility conditions.

**Part 3:** This shall be known as Online **Envelope-C** and would apply to all bids. **Envelope-C** shall contain financial offer in the format prescribed enclosed with the Proposal Instructions Sheet. (To be submitted online only)

To be eligible for engagement, the applicants fulfilling the eligibility criteria (more precisely defined in Annex- III – Evaluation Methodology and Criteria) shall provide satisfactory evidence to JSCL of their eligibility. In addition, all applications submitted along with covering letter (**Format given at Annex-IV**) shall include the following information:

Letter of Submission of Proposal including details of the firm (supported by Partnership Agreement and Registration Certificate issued by Institute of Chartered Accountants of India and other incorporation document) – **as per Annex- IV.**

- Name of Firm;
- Year of establishment;
- Address and contact details;
- Address and contact details of Head Office & Branch Office(s), if any;
- Proof of C&AG Empanelment;
- Details of Contact person(s).

Details of Full Time Partners of the Firm containing following information (separate for each Partner):

- Name of Partner
- Address and Contact details of Partner
- Educational Qualifications
- Specialization in professional experience
- ICAI Membership no. and its category like FCA/ACA (*supported by its details reflected in the firm status as on 01/06/2021*)

Average Annual Turnover of the Firm for last 3 financial years 2018-19, 2019-20 and 2021-21 (supported by Audited Accounts/ Annual ITRs) as per **Annex-IV.** Provision statement/certificate to be provided in case final 'Audited Account' is not available for last fiscal year i.e., 2020-21.

Names of major clients in UT of Jammu & Kashmir, other states and nature of services provided/ assignments undertaken by the Firm as per **Annex-IV.**

All documents should be self-signed & sealed.

Complete bidding process will be on-line through the e-Procurement Portal of Jammu & Kashmir viz., [www.jktenders.gov.in](http://www.jktenders.gov.in). Bidders have to upload the bids, both technical/ financial, on the said portal only. Subject to this requirement, bidder(s) may submit technical proposal in physical

form, but bidder(s) are not required to submit financial bid in physical form. The technical bid disclosing details of financial bid in any form shall be summarily rejected and no correspondence will be entertained on this subject.

### **2.3 Pre- Bid Meeting**

A pre-bid meeting shall be held online on 08/07/2021 at 1500 Hrs. to clarify the queries that the applicants may have. Applicants requiring any clarification with regard to the RFP may send their queries to the address of CEO, JSCL / e-mail: [ceo-jammusmartcity@jk.gov.in](mailto:ceo-jammusmartcity@jk.gov.in) to receive a link for participation at least 1 day prior to pre-bid meeting through mail.

The minutes of pre-bid meeting incorporating the clarifications will be uploaded on website <http://jktenders.gov.in> circulated among all participants of the pre-bid meeting and shall form part of RFP.

### **2.4 Bid Document Fee**

Towards the Bid Document Fee, an amount of ₹ 2,000 (Two thousand) in the form of Online Transfer, NEFT, IMPS in favor of “**Chief Executive Officer, Jammu Smart City Limited**”, JK’s Bank Account No. CD-002201020000043, Branch: Rail Head, IFSC Code: JAKA0ERAILH.

### **2.5 Earnest Money Deposit (EMD)**

In reference to Office Memorandum No.: F.9/4/2020-PPD dated: 12/11/2020, issued by the Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India, all the Bidders have to submit Bid Security Declaration Form (as per Annex-V) instead of Earnest money.

The bid without Bid Security Declaration Form shall be summarily rejected and no correspondence will be entertained on this subject.

### **2.6 RFP Submission Date**

<b>Last date for Submission of Tender (Online)</b>
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<b>21/07/2021 at 1500 Hrs</b>
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Complete bidding process will be on-line through the e-Procurement Portal of Jammu & Kashmir viz., [www.jktenders.gov.in](http://www.jktenders.gov.in). Bidders have to upload the bids, both technical/ financial, on the said portal only. Subject to this requirement, bidder(s) may submit technical proposal in physical form through Speed/ Regd. Post/ Courier/ by hand at the specified address on or before 21/07/2021 at 1500 Hrs. Bidder(s) are not required to submit financial bid in physical form.

The technical bid disclosing details of financial bid in any form shall be summarily rejected and no correspondence will be entertained on this subject.

### **2.7 Late Submission**

RFP received after the deadline for submission prescribed by JSCL will be rejected.

### **2.8 Modifications and Withdrawal of RFP**

No modifications to the RFP shall be allowed once it is received by JSCL, Jammu.

## **2.9 Clarification**

Every applicant shall be responsible for providing all information as required in this RFP document. For evaluating the RFP of the applicant, JSCL may ask any further information, clarification or document from the applicant. Details of clarifications, information or additional documents, if any, required from applicant, shall be in written form and will be communicated to the applicant by JSCL. The applicant will be responsible to submit the information, as requested, within a stipulated time mentioned in the clarification letter. In case of non-submission of such information/ clarification/ document, JSCL will evaluate the RFP based on the available records/ documents and as per the terms of this RFP documents. JSCL reserves the right to accept or reject any application and to annul whole process without assigning any reason whatsoever.

## **2.10 Award of Work**

Procedure for the award of work shall be as follows:

On the basis of applications received, JSCL shall evaluate the applications and prepare a list of eligible applicants. Financial Proposal of the eligible applicants will be opened **ONLINE** only on the date and time intimated to the responsive bidders later on.

## **2.11 Rejection of Application**

JSCL reserves the right to accept or reject any application; and/or to annul the process and reject all applications at any time without assigning any reason whatsoever and without thereby incurring any liability to the affected applicant and/or without informing the applicants of the grounds for the JSCL's action.

## **2.12 Period of Engagement**

The engagement would be for a period of 02 (Two) years up to Financial Year 2022-23 and can be extended by JSCL at its own discretion. This is more elaborately defined in Conditions of Contract. Notwithstanding anything contained in the RFP document, JSCL would have sole irrevocable right to terminate the engagement and /or increase the number of such engagement and /or issue fresh invitation for similar engagement at any reason.

## **2.13 Professional Fee and Payment Term**

The Professional Fee for the assignment shall be as quoted by the bidder online in the Bill of Quantities and Financial Proposal – Declaration (Annex – VI). In order to fulfill the requirements of prescription of Minimum Fee in accordance with clause (1) of part II of the Second Schedule of the Chartered Accountants Acts 1949, the Minimum Fee (excluding Taxes) for the Assignment shall be ₹ 3,60,000 (₹ Three Lakhs Sixty Thousand Only) for the whole assignment i.e., legacy period of 4 years from Financial Year 2017-18 to 2020-21 and the 2 ensuing Financial Years up to 2022-23.

The Professional Fee for the Financial year up to 2020-21, shall be released in full upon the furnishing of the Financial Statements and their acceptance by the Tender Inviting Authority. Professional Fee for the Financial year 2021-22 and 2022-23 shall be released quarterly on the

basis of equal amount per month during the complete duration of contract. The fees shall include all costs, taxes, duties, surcharges, etc. except GST. GST shall be paid extra at the applicable rate.

## **2.14 Termination of Engagement**

If in the view of JSCL, the performance of the Selected Firm is not satisfactory, or if it has failed to safeguard the interest of JSCL, the Chief Executive Officer, JSCL may at his sole discretion, terminate in writing the engagement of the Firm with the JSCL by giving **One-Month Notice** period. The decision of Chief Executive Officer, JSCL in this matter shall be final and binding on the Firm.

## **2.15 Jurisdiction**

All disputes arising out of this appointment shall be subject to the jurisdiction of the appropriate court at Jammu, UT of Jammu & Kashmir and will be governed by the laws of UT of Jammu & Kashmir and India as the case may be.

## **2.16 Procedure for participation in e-Tendering**

### **2.16.1 Registration of Bidders on e-Tendering System**

All bidders shall register on the e-procurement portal <http://jktenders.gov.in>. The bidders must use the user id allocated to them for all transactions/ communications. Helpdesk phone numbers are available on website.

### **2.16.2 Digital Certificate**

The bids submitted online should be signed electronically with a Class-III Digital Certificate to establish the identity of the bidder submitting the bid online.

The bidders may obtain class III or above Certificate issued by an approved certifying Authority authorized by the controller of certifying Authorities, Government of India. For details, please visit [cca.gov.in](http://cca.gov.in).

#### **Note:**

- *The digital certificate issued to the authorized user of a partnership firm/Private limited company/Public Limited Company and user for online bidding will be considered as equivalent to a no-objection certificate/power of attorney to that user.*
- *In case of Partnership firm, majority of the partners have to authorize a specific individual through authority letter signed by majority of partners of the firm.*
- *In case of Private Limited company, Public Limited Company, the Managing Director has to authorize a specific individual through Authority Letter. Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization for online bids as per Information Technology Act 2000. This Authorized User will be required to obtain a digital certificate. The Digital Signature executed through the use of the responsibility of Management/Partners of the concerned firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh Digital Certificate for the new Authorized user.*

### **2.16.3 Set Up of Bidder's Computer System**

In order for a bidder to operate on the e-tendering System, the Computer system of the bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. The details are available at <http://jktenders.gov.in>

#### **2.16.4 Key Dates**

The bidders are advised to strictly follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage of the bid as set by the Department.

#### **2.16.5 Preparation and Submission of Bids**

The bidders have to prepare their online bid, encrypt their bid data in the Bid forms and submit all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the notice inviting e-Tenders after signing of the same by the Digital Signature of their authorized representatives.

#### **2.16.6 Withdrawal, Substitution and Modification of Bids**

Bidder can withdraw and modify the bid submission end date.

**Note:**

- *Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.*
- *Bidder must positively complete online e-tendering procedure at <http://jktenders.gov.in>*
- *JSCL shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.*
- *In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.*
- *JSCL reserves the right for extension of due date of opening of technical bid.*



### **3. TERMS OF REFERENCE (Annex – II)**

**Project: Selection of “Chartered Accountants Firm” for Internal Audit, Taxation and other related works of Jammu Smart City Limited.**

#### **3.1 Jammu Smart City Limited (JSCL) Company Profile**

The Union Ministry of Housing and Urban Affairs (MoHUA) with the persistence of Smart Cities Mission to drive economic growth and improve quality of life of people by enabling local area development and harnessing technology, especially technology that leads to Smart outcomes, Government of India intends to transform more than 100 Indian Cities to Smart Cities. The Jammu City has been selected to be developed into a Smart city under Smart Cities Mission.

Jammu City’s proposal includes Redevelopment within the city which impacts city population. The area has distinct land use i.e., commercial, administrative and a considerable percentage of residential. JSCL has received funds from GoI and Government of J&K for the development of Smart City Jammu. Pursuant to above, The TPF Getinsa Euroestudios SL in Joint Venture with Rodic Consultants Pvt. Limited have been appointed as Consultancy Services for Project Management Consultant (PMC) to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Jammu.

Jammu Smart City Ltd. - A Special purpose vehicle is established as a company under the Indian Companies Act 2013 to implement the project. JSCL would receive funding from Govt. of India and Govt. of UT of Jammu & Kashmir for the development of Smart City. The project comprises Area Based Development and Pan City initiatives of Smart solutions.

#### **3.2 Assignment Objective**

In order to enhance the operational efficiency and assisting JSCL, the Company wishes to select Chartered Accountants Firms (CA Firm) under section 138 of The Companies Act, 2013, for a period of 2 years for its Internal Audit, Taxation and other related work. The selected Chartered Accountant Firm (CA Firm) will be appointed initially for a period of 2 (two) years up to Financial Year 2022-23 and may be renewed for a further period based on performance and on mutually agreed terms and conditions.

#### **3.3 Scope of Services**

A list of services which would be expected to be offered by the selected CA Firm are as follows:

- i. To assist in preparation and finalization of Books of Accounts of the Company as required under the Companies Act, 2013 and the Rules made there under including areas of Internal Finance Control and Income Tax Act.
- ii. To ensure proper tax compliances like direct tax, indirect tax, GST, Tax Planning, filing of various returns/ reports from time to time under the statutes as applicable to the company.
- iii. Verification of the Cash Book and Bank book on monthly basis.
- iv. Internal control to be done on a concurrent basis during office hours and to provide assistance by deputing a qualified personnel/professional at JSCL office.

- v. Assess of business risk and controls to document the internal auditor's understanding of the Projects' significant business activities.
- vi. Prepare an audit plan based on the risk assessment, indicating the entities (i.e., business units, functions, etc.) to be audited, summarizing the key internal controls within each significant business activity, and indicating the timing and frequency of each planned audit and the resources to be applied.
- vii. To prepare Quarterly Internal Audit Report for Audit Committee/BOD meeting.

## 4. EVALUATION METHODOLOGY AND CRITERIA (Annex – III)

### 4.1 Eligibility Criteria

Chartered Accountants Firms (CA Firms) fulfilling the following eligible criteria as listed below shall only apply for selection under this RFP to JSCL. Any form of Joint Venture / Consortium of Firms will not be allowed for participation. The eligibility criteria are as follows:

1. The CA (Chartered Accountants) Firm should be a Partnership Practicing Firm registered with ICAI under the Chartered Accountants Act, 1949.
2. The CA Firms should be in Practice for a period of 10 Years or more and empaneled with C&AG of India for the Financial Year 2021-22. *(as per the latest Certificate of ICAI as on 01/06/2021 Firm Status Card and C&AG empanelment letter)*
3. The firm should have minimum 03 (Three) full-time exclusive partners (must be FCA / ACA) as on 01/06/2021. *(Provide Member status card for each member as on 01/06/2021).*
4. The CA firm should have experience of providing similar services in undertaking Internal Audit to at least 05 Nos. (Five) projects *(Excluding the audit of Charitable Institutions and NGOs)* in last 5 years. Work order or completion certificate to be provided.
5. The CA firm should have experience of providing similar services in undertaking Statutory Audit to at least 05 Nos. (Five) projects of Smart City Project/ Govt. Authority/ Govt. Body/ Central PSU/ State PSU/ Govt. Institution/ Public Sector Company/ Local Authority/ Externally Aided Projects/ Social Sector in last 5 years. Work order or completion certificate to be provided.
6. The Firm should have average professional fees of ₹ 75.00 Lacs (₹ Seventy-Five Lakh only) or above in the last 3 financial years 2018-19, 2019-20 and 2020-21, (Audited financial statements & ITRs to be submitted). Provision statement/certificate to be provided in case final 'Audited Account' is not available for last fiscal year i.e., 2020-21.
7. The firm must have minimum 10 team members including partners, CAs, Articles as per ICAI record.
8. The successful bidder should have Office in Jammu or should establish office within 15 days of issuance of Lol in Jammu City if not established earlier. *(Proof as approved by the ICAI must be produced).*
9. Should have never been issued cancellation of work order, forfeiture of EMD etc. by any Government and/or semi-Government/Autonomous entities, in last five years.
10. Should not have been barred from appointment by any government and/ or semi-government entities in last five years.

### 4.2 Evaluation Methodology

The evaluation will be a two-stage process: -

**Stage 1: General cum Technical Bid Evaluation**

**Stage 2: Financial Bid Evaluation**

A review committee under the chairmanship of Chief Executive Officer, JSCL will evaluate the bids (*Technical and Financial Proposals*).

### **4.3 General cum Technical Bid Evaluation**

The evaluation will involve validating the credentials submitted in the format as prescribed. Credentials without necessary valid proof will not be considered for eligibility. JSCL reserves the right to accept or reject proof of credentials at its sole discretion without having to give reasons to the Bidders thereof. The following weightage criteria will be adopted during technical evaluation:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Minimum Criteria</b>	<b>Max Marks</b>	<b>Evaluation Criterion</b>
<b>1</b>	Firm Existence	10 years	<b>10</b>	Existence for 10 years = <b>07 Marks</b> Additional <b>01 Mark</b> for each year over 10 years, subject to maximum <b>10 Marks</b>
<b>2</b>	Established & Operational Office in Jammu Distt. ( <i>Proof as approved by the ICAI must be produced</i> )	As on 01/06/2021	<b>05</b>	<b>05 Marks</b> for operational office in Jammu
<b>3</b>	Turnover of the firm ( <i>Average annual in last three financial yrs.</i> )	Minimum ₹ 75 Lakhs	<b>10</b>	₹ 75 Lakhs = <b>07 Marks</b> More than ₹ 75 = Additional <b>01 Mark</b> for each ₹ 05 Lakh turnovers above ₹ 75 Lakh, subject to maximum <b>10 Marks</b>
<b>4</b>	Number of Full Time Partners exclusively associated with the firm ( <i>As per certificate of ICAI as on 01/06/2021</i> )	03 (FCA / ACA)	<b>15</b>	03 FCA/ACA partners = <b>10 Marks</b> , Additional <b>02.5 Marks</b> for each for additional FCA/ACA partner, subject to maximum <b>15 Marks</b>
<b>5</b>	No. of Professional/semi qualifies Staff as per ICAI record. (CA Employee & Articles)	10 members	<b>15</b>	<b>02 Marks</b> for each CA Employee and <b>01 Mark</b> for Article, subject to maximum <b>15 Marks</b> .
<b>6</b>	No. of assignments: Experience of Statutory Audit of PSUs / Companies having turnover of more than 100 Cr ( <i>Excluding the audit of Charitable Institutions and NGOs</i> )	05 Assignments	<b>10</b>	05 Assignments = <b>07 Marks</b> Additional <b>01 Mark</b> for every assignment above 05 assignments, subject to maximum <b>10 Marks</b>
<b>7</b>	No. of assignments: Experience of Internal Audit ( <i>Excluding the audit of Charitable Institutions and NGOs</i> )	05 Assignments	<b>15</b>	05 Assignments = <b>10 Marks</b> Additional <b>01 Mark</b> for every assignment above 05 assignments, subject to maximum <b>15 Marks</b>

8	Experience in Internal / Statutory Audit in UT of J&K ( <i>erstwhile state of J&amp;K</i> )	02 Assignments	<b>10</b>	02 Assignments = <b>07 Marks</b> Additional <b>01 Mark</b> for every assignment above 02 assignments, subject to maximum <b>10 Marks</b>
9	Experience in Internal / Statutory Audit of Urban Local Body / Smart City / Central Sponsored Urban Scheme	02 ULBs / Smart City / Central Sponsored Urban Scheme	<b>10</b>	02 ULBs / Smart City / Central Sponsored Urban Scheme = <b>07 Marks</b> Additional <b>01 Mark</b> for every entity above 02 ULBs / Smart City / Central Sponsored Urban Scheme, subject to maximum <b>10 Marks</b>
<b>TOTAL</b>			<b>100</b>	

**Those firms who obtain minimum 70% marks in the ‘Technical Evaluation’ shall be termed as responsive bidders and financial bids of only responsive bidders will be open.**

#### **4.3.1 Evaluation of Technical Proposals**

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant’s experience, its understanding of requirements, proposed methodology, and the experience of firm. Only those Applicants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score ( $S_T$ ).

#### **4.3.2 Short-listing of Applicants**

Those firms who obtain minimum 70% marks in the ‘Technical Evaluation’ shall be termed as responsive bidders and financial bids of only responsive bidders will be open.

#### **4.3.3 Evaluation of Financial Proposal**

In the second stage, the financial evaluation will be carried out. Each Financial Proposal will be assigned a financial score ( $S_F$ ). For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The lowest Financial Proposal ( $F_M$ ) will be given a financial score ( $S_F$ ) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F$$

( $F$  = Amount of Financial Proposal)

#### **4.3.4 Combined and Final Evaluation**

Proposals will finally be ranked according to their combined technical ( $S_T$ ) and financial ( $S_F$ ) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where,  $T_w$  and  $F_w$  are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.7 and 0.3, respectively. The Selected Applicant shall be the Applicant having the highest combined score.

**In case of a tie in the ‘Combined and Final Evaluation’ then the bidder who scores highest marks in the ‘Technical Evaluation’ criteria shall be selected as a successful bidder. Further to this, in case where two or more firms got the same score in ‘Combined and Final Evaluation’ and again got the same technical score then JSCL will call for the presentation of all the firms having the same ‘Combined and Final Evaluated’ score as well as ‘Technical Score’. Then the committee formed by JSCL for the evaluation of the presentation of the firms in the tie, based on showcasing their vision, methodology and approach for the assignment along with experience in internal Audits carried out in last 03 financial year (2018-19, 2019-20 & 2020-21) for Urban Local Body / Smart City / Central Sponsored Urban Scheme, will rank the firms individually, based on which the firms getting the highest score by the committee will be awarded the project.**

#### **4.3.5 Award of Contract**

The Employer shall notify the successful bidder by issuing a ‘Letter of Award’ (LoA) that his bid has been accepted.

#### **4.3.6 Performance Security**

In reference to Office Memorandum No.: F.9/4/2020-PPD dated: 12/11/2020, issued by the Procurement Policy Division, Deptt. of Expenditure, Ministry of Finance, Govt. of India, successful bidder, for due and faithful performance of its obligations during the Contract period, will have to furnish Performance Security Guarantee (PSG) @ 3% of the value of the Contract in favour of CEO - JSCL within one week from the date of agreement as specified in the Proposal Instructions Sheet.

#### **4.3.7 Signing of Contract Agreement**

The successful bidder shall have to furnish Performance security and sign the contract agreement within 15 days of issue of LoA. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.

#### **4.3.8 Corrupt Practices**

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

## **5. PROPOSAL SUBMISSION FORM (Annex – IV)**

*[The Applicant shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date of Proposal Submission]*

To:

The Chief Executive Officer,

Jammu Smart City Limited,

Town Hall Complex, Jammu, UT of J&K, India

E-mail: [ceo-jammusmartcity@jk.gov.in](mailto:ceo-jammusmartcity@jk.gov.in) / [info@jammusmartcity.org](mailto:info@jammusmartcity.org)

In respect of the appointment of internal Auditor for Jammu Smart City Limited, please find enclosed our response to your RFP / Bid Reference No. CEO/Smart City/2021-22/e-NIT-**XxXx** dated 30/06/2021.

Having examined the RFP document and the Scope, Eligibility Criteria and other terms and conditions as stipulated therein, we, the undersigned, hereby state that we are in conformity with the specified requirements and would like to offer to provide the Services as defined and described in the RFP, on the terms and conditions mentioned in the RFP Document.

1. We certify that all the information and representations furnished herewith are true, correct, valid and subsisting in every respect and can be supported with relevant documents of proof on demand by the Authority.
2. We are submitting the application for preliminary evaluation and appointment of our firm for the internal audit assignments with regards to Jammu Smart City Limited and other incidental assignments along with the audit scope.
3. We agree and undertake that if our firm is short listed for technical and commercial bidding, we shall comply with the same.
4. If the assignment is awarded to our firm, we agree and undertake to provide the Services comprised in the scope within the timeframe specified, starting from the date of receipt of notification of award from the Authority.
5. We agree and undertake to abide by the terms and conditions, provisions, stipulations and covenants from time to time and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We understand that you are not bound to accept our request for participation in the process or not bound to accept our proposals that you may receive or give any reason for rejection of any application. We also agree and confirm that we will not claim any expenses incurred by us in preparing and submitting this proposal.
7. We are also aware that the Authority has also right to re-issue / re-commence the selection process, to which we do not have right to object and have no reservation in this regard; the decision of the Authority in this regard shall be final, conclusive and binding upon us.



8. The entire set of documents, information about our firm, and clients etc. are enclosed hereto and shall form part of this application.
9. We enclose herewith our firm's profile (as per the prescribed format attached) for your perusal as per Annex- IV - Annexure - A.
10. We hereby declare that neither I nor any of our partners/ members of my/ their families (family will include besides spouse, children, parents, brothers, sisters or any of them who are wholly or mainly dependent on the Chartered Accountants) or the firm/Company in which I am/they are partners/directors have been declared as willful defaulter by any bank / financial institution.
11. We hereby confirm that I/We am/are not disqualified/ineligible for appointment as Internal auditor of the Jammu Smart City Limited under any regulations.
12. I am/ We are not otherwise disqualified to accept the audit in terms of Sections 141 and 145 of the Companies Act 2013 read with rule 10 of the Companies (audit & auditors Rules) 2014.
13. Our proposal shall be valid for a period of 180 days from the date of opening of Technical Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

I / We confirm that the information furnished here are true to the best of my knowledge.

Thanking you,

**Yours faithfully,**

**For Chartered Accountants Partner**

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*

In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Proposal Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Proposal Submission Form]*

Duly authorized to sign the proposal for and on behalf of: \_\_\_\_\_ *[insert complete name of Applicant]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## 6. INFORMATION OF APPLICANTS (Annex- IV - Annexure - A)

Name of the Firm (In full):	
Address:	
Telephone No(s):	
E-mail address:	
Year of establishment: (Enclose Certificate of Practice issued by ICAI)	
C&AG Empanelment Details: (Enclose copy of C&AG Empanelment)	
Place of practice:	
Contact Person:	
No of Partners:	
Names, Address and Contact Details of individual Partners to be given:	
1. Name, Address and Contact Details:	
Educational Qualifications:	
ICAI Membership No. and its Category:	
2. Name, Address and Contact Details:	
Educational Qualifications:	
ICAI Membership No. and its Category:	
3. Name, Address and Contact Details:	
Educational Qualifications:	
ICAI Membership No. and its Category:	
... Name, Address and Contact Details:	
Educational Qualifications:	
ICAI Membership No. and its Category:	

### (Signature of Authorized Person)

Details of members proposed having experience in the required area of experience.

*(Enclose recent CVs of the team members highlighting the relevant experience and confirming their availability as per Annex- IV – Annexure - C)*

### (Signature of Authorized Person)

**7. APPLICANT'S EXPERIENCE OF RELEVANT ASSIGNMENTS  
(Annex- IV - Annexure – B)**

Project	Client Name	Professional Fees	Period of performance (From/To)	Description of Actual Services Provided	Present Status of the Assignment
1					
2					
3					
4					
...					

**Note:** Copies of Assignment orders shall be attached along with the application.

**(Signature of Authorized Person)**

## 8. SAMPLE CV TEMPLATE (Annex- IV - Annexure - C)

Name:		
Position for this Assignment:		
Nationality:		
Language Skills:		
Educational and other Qualifications		
Employment Record: [Insert details of as many other appropriate records as necessary]		
From [Year]: _____ To [Year]: _____		
Employer: _____		
Positions held: _____		
Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]		
Period: From – To	Name of project / Organization:	Job Title, main project features, and Activities undertaken
References (minimum 3)	(Name/ Title/ Organization/ Contact Information - Phone; Email)	

## 9. ANNUAL TURN OVER (Annex- IV - Annexure – D)

Annual Turnover for the last three financial years, 2018-19, 2019-20 and 2021-21 along with audited balance sheet for last three years. Provision statement/certificate to be provided in case final 'Audited Account' is not available for last fiscal year i.e., 2020-21.

**Average annual financial turnover for the works to be provided in the following format for the last 03 financial years;**

Financial Information			
Financial Year	2018-19	2019-20	2020-21
Annual Turnover (in ₹ Crore)			
<b>AVERAGE ANNUAL TURNOVER:</b>			
<p><b>Note:</b> Audited balance sheet along with copy of ITR for the above financial years to be enclosed. Provision statement/certificate to be provided in case final 'Audited Account' is not available for last fiscal year i.e., 2020-21.</p>			

**(Signature of Authorized Person)**

**Note:** It should be attested by Chartered Accountant not belonging to the applicant firm.

## **10. Format of Bid Security Declaration Form (Annex-V)**

Date: \_\_\_\_\_ Tender Notice No. \_\_\_\_\_

To

The Chief Executive Officer,  
Jammu Smart City Limited,  
Town Hall Complex, Jammu, UT of J&K, India

I / we undersigned declare that: I / we understand that according to bidding conditions, bids must be supported by a Bid Securing Declaration. I / we solemnly declare that I / we may be disqualified from bidding for any contract with you for a period of One (01) year from the date of issuance of this notification of e-Tender if I / We are in a breach of any obligation under the bid conditions, because I / We

- i. Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid or
- ii. Having been notified of the acceptance of our bid by the tender receiving authority during the period of bid validity if
  - a) I / we fail or refuse to execute the contract in accordance with the instructions of the Bidding.
  - b) I / we fail or refuse to furnish the Performance Security of 3%.

I / we understand this Bid Securing Declaration shall cease to be valid if I / we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of successful Bidder or
- ii. Thirty Days after the expiration of the validity of bid.

### **(Signature of Authorized Person)**

Address:

Mobile No:

E-mail ID:

## 11. FINANCIAL PROPOSAL – DECLARATION (Annex – VI)

*(to be submitted online only)*

Date: *[insert date of Proposal Submission]*

To:

The Chief Executive Officer,  
Jammu Smart City Limited,  
Town Hall Complex, Jammu, UT of J&K, India  
E-mail: [ceo-jammusmartcity@jk.gov.in](mailto:ceo-jammusmartcity@jk.gov.in) / [info@jammusmartcity.org](mailto:info@jammusmartcity.org)

**Project: Online Bids for Selection of Chartered Accountants Firms for providing services of Internal Audit, Taxation and other related works to Jammu Smart City Limited on contract basis.**

Sir,

1. I the undersigned, offer to provide the services for the above in accordance with your Request for Proposal.
2. My Financial Proposal submitted online is accepted to me
3. My financial Proposal shall be binding upon me subject to the modifications resulting from contract negotiations, if any. We, further, acknowledge that the amount as quoted above in words shall be treated final in case of any discrepancy between the figure and words.
4. My financial proposal is inclusive of all the taxes, duties, surcharges excluding GST.
5. I understand that you are not bound to accept any Proposal you receive.
6. Our Financial Proposal is without any condition and shall be binding upon us, i.e., 180 calendar days from the last date of submission of this Proposal.

Yours faithfully,

**(Signature of Authorized Person)**

Address:  
Mobile No:  
E-mail ID:

## **12. GENERAL CONDITIONS OF CONTRACT**

<b>1</b>	The successfully selected Applicant shall have to do internal audit for up to the financial year 2020-21 within two months from the date of appointment.
<b>2</b>	No communication will be sent by the Authority and no correspondence will be entertained in respect of firms, which are not being selected.
<b>3</b>	The selected Firm, on receiving the offer letter from the Authority, shall submit the hard copies of Letter of acceptance of terms and conditions, undertaking letter, and Undertaking of Fidelity and Secrecy (Formats will be shared with the selected firm).
<b>4</b>	The assignment should be carried out in a professional manner and in case of any misconduct & negligence; the Authority is free to report the matter to ICAI/ RBI under the guidelines from time to time. This will be in addition to the disengagement from the assignment.
<b>5</b>	All the necessary certificates, if any, including quarterly, half-yearly, annual closing of Books of Accounts that need to be given by audit firm as a part of the respective assignment shall be given on its letterhead without any additional certification fee.
<b>6</b>	By virtue of the engagement, the successful applicant's team may have access to business information of the Authority. The Authority shall at all times have the sole ownership of and the right to use, all such data in perpetuity in the course of performing the Service(s) under the Engagement.
<b>7</b>	Appointment of Audit Firms shall be purely at discretion of the Authority and no rights whatsoever accrue to the firm for such appointment.
<b>8</b>	The selected audit firm will have to stick to the following deadlines: a) Submit monthly reports by the 15 <sup>th</sup> of the succeeding month. b) Submit Quarterly reports by the 30 <sup>th</sup> of the first month of the succeeding quarter.
<b>9</b>	The Authority shall monitor the performance of audit firm closely. The Authority reserves the right to terminate the assignment, without assigning any reason. In case of termination of assignment, the remuneration for the incomplete month and the residual period of the engagement shall not be payable by the Authority.
<b>10</b>	The audit firm shall give full handhold support to the authority for all the statutory compliances of Jammu Smart City Limited.
<b>11</b>	The audit firm shall adhere to the audit coverage strictly as per the scope as may be decided by the Authority from time to time.



<b>12</b>	The Authority reserves the right to seek views from the entities with whom the firm is/has been/was associated as Auditors.
<b>13</b>	The firm shall not sub-contract without the express permission from the Authority, part of the audit work assigned to any outside firm or other persons even though such persons are qualified chartered accountants.
<b>14</b>	Any other terms and conditions of the assignment would be decided by the Authority on a case-to-case basis.
<b>15</b>	<p><b>Important information about audit fees</b></p> <p>a) No travelling allowance/ halting allowance shall be paid to the audit firms for carrying out the assignment. However, GST shall be paid as applicable from time to time in addition to basic fees as applicable.</p> <p>b) Payment to the auditors shall be subjected to deduction of tax at source at appropriate rates then applicable.</p> <p>c) All necessary certificates that need to be given as part of audit assignment shall be given by the audit firm without any additional certification fee.</p> <p>d) The Audit fees once fixed shall remain unchanged throughout the tenure of the services, except in case of revision in the scope of audit. The Authority’s decision will be final in this regard.</p>
<b>16</b>	<p><b>Conduct and Performance Monitoring</b></p> <p>a) The Authority shall designate one of its senior officers as a single point contact for coordinating the audit assignment.</p> <p>b) The Authority shall provide the auditor with requisite initial information of its activities and further support to conduct audit.</p> <p>c) The Authority reserves its right to review the appointment at any point of time and if necessary, to cancel the appointment by giving 1 month written notice. In case of termination of assignment, the remuneration for the incomplete month and the residual period of engagement shall not be payable by the Authority.</p> <p>d) In case the firm fails to report serious omissions/ commissions/ noncompliance etc., the Authority reserves right to report the matter to ICAI/ RBI, which may result in appropriate action. Such firms will not be eligible for assignment of audit work with the Authority for next five years.</p> <p>e) The Auditors are expected to provide an executive summary of observations along with every audit report and submit the same to the Chief Executive Officer.</p> <p>f) The Auditors are expected to strictly abide by the Directions of the Board of Directors, JSCL / Audit Committee (as the case may be) as advised from time to time. Further, the scope of audit as defined in this document is indicative and is</p>

	subject to revision/ modification/ alteration/ addition with the approval of the competent authority of the company.
<b>17</b>	<p><b>Representations and Warranties</b></p> <p>a) That the Applicant is a Partnership firm which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated hereunder, the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by the Authority.</p> <p>b) That the Applicant is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) under this Engagement.</p> <p>c) That the representations made by the Applicant in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless the Authority specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.</p> <p>d) That the Applicant has the professional skills, personnel and resources/ authorizations that are necessary for providing all such services as are necessary to perform its obligations under the application and this Engagement.</p> <p>That the Applicant shall use such assets of the Authority as the Authority may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall, however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.</p>
<b>18</b>	<p><b>Confidentiality</b></p> <p>The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Engagement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties agree to execute Confidentiality Agreement prior to finalization of Engagement and shall abide by the terms and conditions of confidentiality as contained therein.</p>
<b>19</b>	<p><b>Governing Law</b></p> <p>The Engagement shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Engagement.</p>
<b>20</b>	<p><b>Jurisdiction of Courts</b></p> <p>The courts of India at Jammu have exclusive jurisdiction to determine any proceeding in relation to the Engagement. These provisions shall survive the Engagement.</p>

### 13. PERFORMANCE SECURITY (Exhibit – A)

To

The Chief Executive Officer,  
Jammu Smart City Limited,  
Town Hall Complex, Jammu, UT of J&K, India

WHEREAS \_\_\_\_\_ [name and Address of Contractor] (Hereinafter called “the Contractor”) has undertaken, in pursuance of Letter of Award No. \_\_\_\_\_ Dated \_\_\_\_\_ to execute the contract of **“Selection of Chartered Accountants Firms for providing services of Internal Audit, Taxation and other related works to Jammu Smart City Limited on contract basis.”**

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of Guarantee]\* \_\_\_\_\_ (in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [ amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Services to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till issue of physical completion certificate.

Signature, Name and Seal of the Guarantor: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Phone & Fax No.: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

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

*\* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees ₹.*