



JKMSCL

NOTICE INVITING E-TENDERS (NIT) FOR
APPOINTMENT OF **TAX AUDITOR** OF
JKMSCL FOR THE AY 2024-25 & AY
2025-26

Jammu and Kashmir Medical Supplies Corporation Limited
(A Government of Jammu & Kashmir undertaking)

Corporate Head Office:

Temp. Address Plot No. 58, Friends Colony Satyam Road Trikuta Nagar, Jammu

Corporate Office: Opposite State Motor Garage, near Haj House Bemina Srinagar

Telephone: 0191-2580842, Fax: 0191-2581845 (Jammu); Telefax: 0194-2432008 (Srinagar)

Table A: - Important Information about the E-NIT no. 6 2 9 Dated 13.06.2024

Item Description	Notice Inviting e-tenders (e-NIT) for appointment of Tax Auditor for JKMSCLK of the AY 2024-25 & AY 2025-26
Date of Issue of Tender Documents	14.06.2024
Availability of Tender Documents	E-NIT is available at www.jktenders.gov.in . The E-NIT is also available on JKMSCL official portal www.ikmsclbusiness.com .
E-Tender system	The bid comprises of two parts i.e. Technical bid & Price bid. The bids shall be uploaded in electronic format on the website www.jktenders.gov.in
Cost of E-Tender Documents and Earnest Money Deposit (EMD)	An amount of Rs.5,000 (Rupees five thousand only), comprising of cost of Bid document @ Rs.1000.00 (Rupees one thousand only) & Bid Processing Charges @ Rs.4000/- (Rupees Nine thousand only) besides an amount of Rs.25000.00(Rs. Twenty-Five Thousand) on account of EMD shall have to be paid either through NEFT in the Corporation's bank A/C No- 0373040500000032 maintained at J&K Bank Medical College Jammu, IFSC Code JAKA0MEDJAM or by depositing the amount directly into the above account no. Demand Draft may be drawn in f/o the FA/CAO, JKMSCL and deposited physically in the corporate office before the date of closing of the tender
Date of Prebid	20.06.2024
Prebid Queries	Prebid Queries can be submitted online up to pm or email to mscljkcao@gmail.com
Last date & Time for submission of bids	28.06.2024, 1600hrs
Opening of technical bids	29.06.2024 ,11.00am
Opening of financial bids	Financial bids shall be opened at a date and time convenient to JKMSCL only after the technical evaluation of technical bids
Contact officer for correspondence and clarification	Mr. Arshad Chowdhary, FA & CAO, JKMSCL Phone : 9419760373

Introduction: -

Jammu and Kashmir Medical Supplies Corporation Limited is a company incorporated under the Companies Act, 2013. The Corporation is wholly owned by the Government of Jammu and Kashmir and is engaged in procurement of Drugs, Machinery & Equipment on behalf of the Department of Health & Medical Education, UT of Jammu & Kashmir. The Corporation intends to engage a practicing Chartered Accountant firm having a minimum experience of practice of 10 years in the field of tax audit (with a minimum of five (05) FCAs in firm) for the assignment of tax auditor for the **A.Y 2024-25 & A.Y 2025-26.**

Scope of Work/Deliverables

- Tax audit of the Corporation under section 44AB of the IT Act, 1956 and submission of report thereon of the AY 2024-25 & AY 2025-26.
- Computation of Income and e-filing of Income Tax return of AY 2024-25 & AY 2025-26.
- Filing of Income Tax return before the due date, if required of AY 2024-25 & AY 2025-26.
- Assignment shall be for two years i.e., AY 2024-25 & AY 2025-26.
- The assignment shall be carried out at corporate office, Jammu and shall have to deposit security @ 5%
- The assignment shall be carried out by a team lead by only FCA partner.

Eligibility criteria:

Practicing Chartered Accountant firm having a minimum experience of practice of 10 years in the field of tax Audit.

Minimum of five (05) FCA partners in the firm. Out of these five (05) FCA partner's, Five (05) FCA partners shall have a minimum of 05 years of continuity with the firm. The firm shall have head office in Jammu/Srinagar cities of the UT of J&K. Only those firms shall participate, who have 5 years' experience of conducting the tax Audit of Government Corporations/PSU's.

Professional Fees: -

The bidder is required to quote the price as per the above scope of work inclusive of all taxes and cost except GST, which shall be paid extra, required in the below mentioned format (attached on the e-tender as BO Q). Bid shall be submitted online only on the www.jktenders.gov.in.

Price Bid Format (E-BOQ)

Tax Audit of JKMSCL	Amount in Rupees (year wise) inclusive of all expenses but exclusive of GST
A.Y. 2024-25	
A.Y. 2025-26	
TOTAL amount in INR	

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

The price quoted by the firm shall be firm and final.

The minimum fee for the assignment of tax audit shall be as under: -

For the A.Y 2024-25, minimum cost of the assignment shall be Rs.30000/- (Thirty Thousand) plus 18% GST extra.

For the A.Y 2025-26, minimum cost of the assignment shall be Rs.30000/- (Thirty Thousand) plus 18% GST extra.

Bidders shall quote the professional charges in lump sum inclusive of all costs and out of pocket expenses etc (Except GST cost) in the price bid of the e-bids. Amt of GST shall be paid extra which shall not be in the quoted cost.

The firm shall quote the professional fees of both the years separately and lowest shall be determined by lowest of the total cost of both the years.

Selection criteria: -

The interested firms shall submit their technical bid based on eligibility criteria. In case of tie in the lowest quoted cost, the following sequence shall be adopted for selection. In case of tie in the first criteria, then second criteria shall be considered. In case of tie in the second criteria, then third criteria shall be considered. Assignment shall be awarded to the bidder who has the maximum of the following criteria in a sequence: -

Criteria-1: - No. of years of experience of conducting the Tax Audit of Government Corporations/PSU's.

Criteria: 2: - No. of years of experience of practice beyond the minimum experience of 10 years of practice

Criteria: 3: - No. of FCA partners in the firm over five (05) partner's in the firm.

Payment Schedule:

75% Professional fee of each year shall be paid after successful completion of the assignment of each year and balance 25% of the fee will be released after completing of Tax and Statutory Audit submission of authenticated copies of all requisite reports, forms and computation in soft and hard form.

Performance Standards

The firm undertakes to perform the services with the highest standards of professional and ethical competence and integrity and shall furnish its independent professional expert opinion. The firm shall ensure completion of the assignment with utmost efficiency, discipline and punctuality.

Confidentiality

The firm shall not, during the term of this Contract and after its expiration disclose any proprietary or confidential information relating to the services of this Contract or the Client's business or operations without the prior written consent of the Client.

Ownership of Material

Any studies, reports or other material prepared by the firm for the Client under the Contract shall belong to and remain the property of the Client.

Consultant NOT to be engaged in Certain Activities

The firm hired by the JKMSCL shall in no case represent or give opinion or advice to other stakeholders in any matter which is adverse to the interest of the JKMSCL. This would constitute a material breach of Contract.

Termination

The JKMSCL may, in their discretion, terminate the Contract in the event of the firm failing to meet the contractual obligations or any material breach of Contract. Prior to that JKMSCL will give in writing the reasons for terminating the contract.

Dispute Resolution

In the event of any dispute or differences relating to interpretation and the application of the provisions of contract between the parties, the same shall be settled to the extent possible amicably between the parties. In case parties are unable to settle the dispute amicably each party shall appoint one arbitrator and third arbitrator shall be nominated by the said two arbitrators. The rules governing the proceeding before the arbitrator shall be those of Indian Arbitration & Conciliation Act, 1996 and the rules made there under. The venue of arbitration proceedings shall be in the Jammu UT of Jammu & Kashmir.

Law Governing Contract and Language

The Contract agreement shall be construed and interpreted in accordance with and governed by Laws of India as are in force for the time being and applicable in the UT of Jammu & Kashmir including rules and regulations made there under. In case of any dispute between the parties, the courts in the UT of Jammu & Kashmir shall have jurisdiction in the matter

Other terms & conditions:

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

Standard format for submission of technical details as per the Annexure A attached.

Demand draft of Rs.5000/- for the cost of tender document.

Latest Constitution certificate of the firm issued by the Institute of Chartered Accountants of India.

Copies of appointment orders of tax audit 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 Bidder shall bear all costs associated with the preparation and submission of its bid and JKMSCL will in no case be responsible or liable for those costs regardless of the outcome of bidding process.

- i. JKMSCL 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
- ii. Taxes shall be deducted at source as per applicable laws
JKMSCL shall reserve the right to terminate the Contract at any point of time if it is convinced that the appointed auditor has defaulted in timely performance of assignment. In the case of default in timely performance of assignment or unilaterally. Withdrawal from the assignment, penalty of 20% of the cost of the assignment shall be levied and strict action will be taken against the firm

1. AP (IT) for' uploading the tended on the JKMSCL website.
2. PA to MD for information of Managing Director J K M S C L
3. Receipt section for' receiving the tender s and keep them in safe custody.
Notice Board d/Website

ANTI-COLLUSION CERTIFICATE

(On the Letterhead of the Bidder)

We certify that, this bid is made in good faith and that we have not fixed or adjusted the Bid by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not, before the award of any contract for work.

1. Communicate to any person (outside this consortium, its professional and financial advisors, proposed financing banks and their professional and financial advisors) other than JKMSCL any commercial information.
2. Enter into any agreement or arrangement with any person (outside this consortium) that they shall restrain from bidding, that they shall withdraw and bid once offered or vary the amount of any bid to be submitted.
3. Pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person (outside this consortium for doing or having done or casting or having caused to be done in relation to any other Bid or proposed Bid or the Work, any act or thing of the sort described at (i) (a) or (b) above.

Dated

Name of the prospective Agency Person

Signature of the Designated

Annexure A to the NIT No. 03 Dated 27-11-2021

Standard format for submission of (Technical Bid

1. Name of the Firm:
2. Registration No. and Date of the Firm:
(Institute of Chartered Accountants of India)
3. Details of Head Office & Branch Office(s):

Head Office: _____

Address Date of Contact No(s)/Fax E-mail

Establishment _____

Branch Offices: _____

Address Date Of Contact No(s)/Fax **E-mail**
Establishment

4. Details of partners in the Firm:-

S.No	Name Of the partner	Membership No.	Membership Status ACA//FCA	Date of Joining the firm as Partner
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5. Details of Experience of Tax in Power Sector:

S.No	Name of the Com an Unit	Year of Audit
1.		
2.		
3.		

6. PAN NO. of the firm:

7. GST no.

8. Bank details of NEFT/RTGS:-

Bank Name

9. Branch

We Certify that we have not taken any declaration from the specified terms & conditions, of the e- NIT A copy of complete e-NIT document d my signed and sealed on all pages as a woken of acceptance of all terms and conditions us at e attached.

Signature of Partner with
Name & Seal of the Audit Firm.

Annexure-B

Bid Security Declaration Format

Date:

Tender No:

Financial Auditor
JKMSCL, Jammu

I/We the undersigned declare that:

- i) I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration
- 2) I/We accept that I/We may be disqualified/debarred from bidding against JKMSCL tenders for a period of one-year from the date of notification if/We are in a breach of any obligation under the bid conditions, because I/We
 - a) 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
 - b) having been notified or the acceptance of our Bid by the purchaser during the Period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.
- 3) I/We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following.
 - a) If I am / We are not the successful Bidder, the receipt of your notification of the name of the successful Bidder, or
 - b) The expiration of the validity of my/our any extension thereof.

Signed: (insert signature of person whose name and capacity are shown)
In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security Declaration)
Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

_____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)