



JAMMU & KASHMIR MINERALS LIMITED
(A J&K Government undertaking)

**TENDER FOR HIRING OF CHARTERED ACCOUNTANCY FIRM FOR
ACCOUNTING, TAXATION, ATTESTATION AND RELATED SERVICES**

Sr. No.	BID-DATA SHEET	
1.	Tender Number	JKML/ACC/CATENDER/2022
2.	Bid validity	90 days
3.	Cost of tender Document	Rs. 1000.00(Rupees one thousand) Non-Refundable.
4.	Earnest Money deposit	Rs.20,000.00 (Rupees Twenty Thousand)
5.	Issue of Tender Forms	The Tender document, can be download from the Corporation`s website www.jkminerals.com or J&K E-procurement portal jktenders.gov.in
6.	Last Date of Bid Submission	20.8.2022 upto 6:00PM

Introduction

J&K Minerals limited was incorporated as the first Government Company in 1960, with an authorized share capital of Rs. 500 lacs increased subsequently to Rs.800 lacs which stands fully subscribed and paid up by the Govt. The Principal business of the Corporation as enshrined in its Memorandum of Association is **“to exploit the mineral resources and to establish mineral based industries in the state of Jammu & Kashmir”**.

Being the first & only Govt. undertaking operating in mining sector in the J&K since 1960, the Corporation has done tremendous work in mineral exploitation & has supported the mineral based industries in the UT like POP, Cement manufacturing, Brick manufacturing etc. The Corporation at present has prioritized the mining of Gypsum and is also **acting as a Government Agency for supply of construction material (Sand, Bajri etc) to various government departments.**

➤ Name	Jammu and Kashmir Minerals limited
➤ Corporate Office	Sanat Ghar Bemina Srinagar
➤ Regional office	Udyog Bhawan Jammu
➤ Date of incorporation	05/02/1960 (First J&K Govt. PSU)
➤ Authorized & Paid-up share Capital	Rs.800 lacs
➤ Total Strength of Employees/workers	664 employees
➤ Functional Projects/Mines	Seven

➤ ***The Corporation, at present, has the following functional projects:-***

- *Gypsum Mine, Parlanka, Ramban*
- *Coal Mines, Kalakote, Rajouri/Reasi*
- *Sapphire Corundum Mines, Paddar, Kishtwar.*
- *Minor Mineral Block Jadh Khad upstream Jourain Bridge District Jammu.*
- *Minor Mineral Block Tawi River upstream Salmaya Bridge Udhampur.*
- *Minor Mineral Block Chenab River Downstream old Bridge Akhnoor.*
- *Minor Mineral Block Devak River Downstream NH-1A Bridge Samba.*

SCOPE OF WORK/CONTRACT

1. The "J&K MINERALS invites proposals from well-established reputed Chartered Accountants/CA Firms (Hereinafter called 'Firm' / 'CA firm') having relevant experience for hiring chartered accountancy firm for Accounting, Taxation, attesting and related services at J&K MINERALS. The scope of work is as following: -
 - a. Checking of day-to-day financial transactions so as to ensure compliances related to General Financial Rules (GFR), Accounting Standards, Correct classification of expenses, Use of correct ledger and cost center in accounting, Compliance related to various tax laws such as Income Tax, TDS, GST, TDS under GST etc.
 - b. Finalization of Annual Accounts of J&K Minerals (Before 30th May of every year for the last preceding financial year), Balance Sheet, P&L Account with relevant Schedules, according to the Companies Act and filing of Annual returns with registrar of Companies J&K.
 - c. Checking and ensuring timely payment of various statutory dues Including TDS, NPS, GST etc. to respective authorities well before the respective due dates.
 - d. Reconciliation of all receipts with various Bank Statements.
 - e. CA firm shall be responsible for ensuring accuracy of account books, bank reconciliation statements, stock register, assets register (consumable and non-consumable), entries in various Tally software and all the financial transactions on weekly basis.
 - f. Facilitating audit of accounts conducted by Statutory Auditors & CAG.
 - g. CA firm shall be responsible for ensuring compliances of various tax laws
 - h. CA firm shall prepare, finalize, certify and file Income Tax Returns, TDS Returns, GST Returns and other statutory returns/documents well within due dates and entire responsibility shall lie with the firm. J&K Minerals will not share any liability arising due to non-filing / late filing of any return / document.
 - i. Appearing on behalf of J&K Minerals in all taxation proceedings before various Tax Authorities. i.e. Income Tax, GST, etc. for contract period as well as previous years also.
 - j. Advising on applicability of any other tax, rules, laws, regulations which may be applicable on J&K Minerals and all matters/items covering its scope and applicability in case of agencies from which J&K Minerals is availing the services.
2. J&K Minerals will not provide Transport or accommodation to the employees of CA Firm in any condition.
3. It shall be the responsibility of the bidders to be fully informed/ acquainted / familiarized with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract.

4. This contract provides that the ACA/FCA shall visit J&K Minerals at least twice a week. The ACA/FCA shall resolve all relevant issues pertaining to the transactions for that month to the satisfaction of J&K Minerals management. It must be noted that in case the resolution is not found satisfactory, the ACA/FCA shall pay as many additional visits as required for satisfactory resolution of such issues.
5. J&K Minerals may have certain documents which are required to be signed by the ACA/FCA immediately on demand.
6. The accounting records and information related to J&K Minerals shall be handled by the CA firm / Firm in a confidential manner and must not be shared with any outsider.
7. Notwithstanding anything contained herein above, J&K Minerals reserves the right to discontinue the services of the CA firm / Firm in the event their services are evaluated as unsatisfactory at any time during the period.
8. Any losses sustained by J&K Minerals due to negligence of CA firm / Firm's services in the form of any loss / damage of property (including those attributable to individual employees/ manpower engaged by the CA firm / Firm) will be recoverable from the CA firm / Firm, as the money value shall be estimated by J&K Minerals. The decision of J&K Minerals in this regard will be final and binding on the CA firm / Firm.
9. The CA firm / Firm shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
10. Jurisdiction: The court(s) at Jammu/Srinagar alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender document / contract. It is specifically agreed that no court outside and other than Jammu/Srinagar court shall have jurisdiction in the matter

Authorized Signatory (signature in full): _____

GENERAL INSTRUCTION FOR BIDDER

1. Eligibility Criteria:

- I. The firm should have its head or branch office located in the UT of Jammu and Kashmir for a consecutive period of last 3 years as on date of issuance of tender.
- II. The firm should have been in existence for a minimum period of 10 years and should have experience in finalization of accounts of some public sector undertaking of the state or central govt. (attach latest experience certificates).
- III. The average turnover of the firm for the last 3 Financial years should be over Rupees 30 lacs.
- IV. The firm shall be registered with the Institute of Chartered Accountants/ Cost Accountants of India.
- V. The firm should have at least 6 partners out of which 4 should have gained experience of at least 5 years in their profession. All partners should be located in J&K.
- VI. One firm qualifying the above criteria shall be empaneled based on the lowest financial bid.
- VII. In case of tie of Financial Bid at the L1 position, following sequence shall be adopted for appointment of the firm:
 - a. No. of assignments of finalization of annual accounts in construction sector of Government Companies.
 - b. No. of assignments of finalization of annual accounts of other PSU's/ Government Companies/ Government Corporations/ Pubic Limited Companies.
- VIII. In case of any L-1 bidder refuses to do the assignments, its EMD shall be forfeited and the L-2 bidder in the list will be considered for engagement.
- IX. Firm to submit the Revenue v/s Expenditure sharing of the work, if allotted.

2. Cost of Tender Document: Rs. 1000.00 {Non-Refundable,(Rupees one thousand)} in the shape of Demand Draft drawn in f/o J&K Minerals Limited, Payable at Jammu.

3. Contract Period: The Contract will be initially be awarded for the period of two financial years (2022-23 & 2023-24). However, the contract may be extended only after review of the performance/services are found satisfactory in the discretion of J&K MINERALS.

4. Earnest Money Deposit (EMD): The interested Bidders may put the tender document complete in all respects along with mandatory Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Ten Thousand) in the form of Demand draft / Fixed Deposit of any scheduled bank drawn in favor of "J&K MINERALS LTD. " payable at Jammu/Srinagar. ***EMD & Cost of Tender should be in Cover 1st along with other documents as mentioned in Annexures T-I to T-VI.***

5. Forfeiture of EMD: EMD made by Bidder/CA firm may be forfeited under the following conditions

- i. If Bidder/CA firm withdraw the proposal before the expiry of validity period during the evaluation process.
- ii. If Bidder/CA firm violates any of the provisions/terms and conditions of this proposal or indulges any such activities as would jeopardize the work
- iii. Submitting false/misleading information/declaration/documents/proof/etc.
The decision of J&K MINERALS regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder/CA firm will be deferred from participating in any job

- iv. In the event of the successful Bidder/CA firm failing to comply with any provision of the contract.
- 6. **Security Deposit:** 2% of the quoted rate shall be submitted as security deposited in the form of FDR/CDR which should be unconditional/irrevocable for a period of one year. FDR/CDR should have been issued with the concurrence of head office of that Bank.
- 7. **Pre Bid Meeting:** The bidders will be given an opportunity for site visit and understand user requirement on ground, provide inputs and seek clarifications. All such clarification and inputs are to be preferably send in advance before the schedule date of pre-bid meeting. The pre-bid meeting will be held at the premises of J&K MINERALS Jammu & Srinagar.
- 8. **Contract Execution:** The CA firm is required to sign the agreement and furnish performance bank guarantee immediately from the date of receipt of LOI/Work order. In case of default of any condition J&K MINERALS reserves the right to cancel the contract and apply all remedies as per the terms & conditions of contract.
- 9. **Termination of the Contract:** The J&K MINERALS, however, reserves right to terminate this initial contract at anytime after giving one month's notice to the selected service provider with or without assigning any reasons. Where a contract terminated by J&K MINERALS on account of the committed by the CA firm, it shall have the right to award the contract to any other CA firm at the cost, risk and responsibilities of contract and excess expenditure incurred on account of this will be recovered by J&K MINERALS from his Security deposit or pending bill or by raising a separate claim.
- 10. **Terms of Payment:**

Payment to the CA firm will be made as per LOI/Contract to be executed by and between J&K Minerals and the service provider on presentation of bills and work completion certificate(s) from the authorized representative of the J&K Minerals. In case of any discrepancy in service bill payment will be withheld till resolution of all issues. No advance payment will be made.

 - i. The GST payment shall be admissible extra as applicable. CA firm should submit GST invoice
 - ii. Taxes as per income tax Act/rules will be deducted at applicable rates from all payments made by J&K Minerals.
 - iii. Deductions shall also be made from contactor's bills during implementation of the contract that may be become due as penalties for violation of rules, terms and conditions, damages, liabilities or for other causes.
 - iv. The Corporation will deduct income tax at source under section under section 194-J of income tax Act from the tenderer at the prevailing rates of such sum as income tax on the income comprised therein.
 - v. No claim for interest will be entertained by the Corporation in respect of any payment/deposit which will be held with the Corporation due to dispute between the Corporation & CA firm or due to admin delay for the reasons beyond the control of the Corporation.

11. **Amendment of Bid Document:** At any time prior to the deadline for submission of proposals, J&K Minerals reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.
12. **J&K MINERALS Right to reject any/or all bids:** The competent Authority of J&K MINERALS reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. Any effort by a bidder or bidder's agent / consultant or representative, whosoever described to influence the J&K MINERALS/ in any way concerning scrutiny / consideration / evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
13. **Resolution of Disputes:** In the event of any dispute of difference relating to interpretation and the application of the provisions of the contract between the parties, same shall be settled to the extent possible amicable between the parties. In case parties are unable to settle the dispute, Managing Director, JKML, shall have the sole authority to appoint the arbitrator who shall adjudicate upon the matter of controversy. The rule governing the proceedings before the arbitrator appointed by Managing Director, JKML, shall be in accordance with the J&K Arbitration and Conciliation Act, 1997 appointed and rules made there under. The venue of arbitration shall be within the State of J&K
 - a. **Price Bid:** The bidders will have to quote the price as per the BOQ to be submitted online. The L1 firm shall be decided on the basis of the lowest grand total rate offered (exclusive of GST, which shall be paid on actual as applicable).
 - b. **Relaxation of Terms and Conditions:** The Director, J&K MINERALS is empowered to relax any term or condition mentioned herein.
 - c. **Agreement:** The CA firm will have to enter into a written Agreement with this Corporation immediately of intimation of acceptance of Order/LOI.
 - d. **Compensation clause:**
 - i. In case any of personnel deployed under the contact is (are absent or fails to report in time and CA firm is unable to provide suitable substitute in time, a penalty of Rs.1,500/- for each absence on that particular day will be levied by J&K MINERALS.
 - ii. In case any complaint is received attributable to misconduct/misbehavior of CA firm's personnel, a penalty of Rs.1,500/- for each such incident shall be levied.
 - iii. In case the contactor fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirement of the contract, J&K MINERALS reserves the right to impose the

penalty as detailed below:-

1. 10% of cost of order/agreement per week, up to four weeks of delay
2. After a delay of four weeks, J&K MINERALS reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other CA firm(s). The defaulting CA firm shall be blacklisted for a period of 3 years and his earnest money/security deposit may also be forfeited, if so warranted.

e. Bid Evaluation Criteria & Award Criteria:

- i. After the opening of the technical bid, the same will be evaluated by a committee. In case the committee decided for seeking further information/clarification, the same shall be provided by the bidder. Those bids which technically qualified as per pre-qualification criteria, Annexure-T-I, the Commercial bid of such qualified bidders will be opened on a specified date and time by the committee.
- ii. Unopened commercial bids along with EMD of technically unsuitable bidders will be given back to the bidders. Bidders will have to collect the same along-with a requisition.
- iii. Any conditional bids received shall not be considered and will be summarily rejected in very first instance without any recourse to the bidder and shall not be evaluated.
- iv. The contract will be awarded for technically suitable lowest evaluated bidder whose bid has been found to be responsive and who is found eligible and qualified as per the tender document. In case two or more agencies are found to have quoted the same rates. The Competent authority of J&K MINERALS shall decide about the bidder to which the offer shall be granted based on the report of the past performance of the firm, and length of experience etc. the decision of the Competent Authority of J&K MINERALS shall be final.

Authorized Signatory/stamp (signature in full) : _____

CONDITIONS OF CONTRACT

- 2.1 The successful tenderer shall not engage any sub-CA firm or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
- 2.2 Any person who is in Govt. service or an employee of this Corporation should not be made partner to the contract by the tenderer directly or indirectly in any manner whatsoever.
- 2.3 The tenderer shall indemnify the Corporation against all other damages/charges and expenses for which this Corporation may be held liable or pay on account of the negligence of the tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
- 2.4 The J&K MINERALS will be under no legal obligation to provide employment to any of the personnel of the tenderer during/expiry of agreement period and the J&K MINERALS recognizes **no employer-employee relation between the J&K MINERALS and the personnel deployed by the tenderer/agency.**
- 2.5 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 2.6 The Managing Director, J&K MINERALS reserves the right to relax any term or condition mentioned herein.
- 2.7 The Contracting Agency shall render the services as mentioned in the scope of work.
- 2.8 The working hours will be as under: From 10:00AM to 5.00 PM from Monday to Saturday . Sunday is holiday on account of being weekend days. They may also be called on Sundays/Gazetted holidays as and when required.
- 2.9 The personnel deployed shall be healthy, active. Nobody shall have any communicable diseases.
- 2.10 The CA firm shall bear all expenses regarding compensations, wages and allowances (DA), PF, ESI, Bonus and Gratuity as applicable relating to personnel engaged by him and abide by the provisions of various labor legislations.
- 2.11 In case of death or mishap leading to any injury or disability whatsoever, occurred during discharging the duty, the compensation /legal or any other liability will solely rest with the CA firm.
- 2.12 That CA firm's authorized representative (Owner/Director/Partner/Manager) shall personally contact FA & CAO or the office in charge of Accounts at J&K MINERALS at least twice a week to get a feedback on the services rendered by the CA firm vis-a-vis corrective action required to make the services more efficient.
- 2.13 In the event of person deputed by CA firm being on leave/absent, the CA firm shall ensure suitable alternative arrangement to make up for such absence.

Authorized Signatory (signature in full): _____

Technical Bid- Pre-qualification Criteria (Cover-1)

Checklist for Technical Bid

Annexure T-I

Sr. No.	Pre-qualification criteria	Documents to be provided	Attached (Y/N)	Page No.
01.	The Chartered Accountant or one of the partners of CA firm must have 05 years of experience as a practicing Chartered Accountant and should be registered with the Institute of Chartered Accountants of India (ICAI)	Copy of CA registration Certificate		
03.	The bidder have a minimum average turnover of Rs. 20 lakhs each in last three years exclusively from providing similar services. For this purpose last financial year would be considered as ended on 31.03.2022 and not any later period.	To be certified & validated by Chartered Accountant (CA) of the bidder's organization with name of CA, registration number, signature and stamp.		
04.	Earnest Money Deposit (EMD) of Rs.20,000/-	Attached with technical bid.		
05.	Annexure-T-II [On the letterhead of the Bidder]	Bidder's Details		
06.	Annexure-T-III [On the letterhead of the Bidder]	Bid form		
07.	Annexure-T- IV [On the letterhead of the Bidder]	Declaration		
08.	Annexure-T-V [On the letterhead of the Bidder]	Declaration regarding blacklisting/ non blacklisting		

09.	Annexure-T-VI [On the letterhead of the Bidder]	Financial capability of bidder		
10.	Annexure – T-VII [On the letterhead of the Bidder]	Details of works of similar type executed by the bidder		

- Please use separate sheet for providing complete information.
- While evaluating bids, the document required against above eligibility criteria shall be provided as per this tender as Annexure. Firm shall self-certify each page of the tender document in token of its understanding / acceptance by signing it.
- The bidder is required to enclose self-attested photocopies of the require above documents along with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:

Authorized Signatory (Signature In full): _____

**[On the original letterhead of
the Bidder] Bidder's Details**

**Annexure T-
II**

1.	Name of the Firm/ Company	
2.	Name and Designation of Authorized Signatory	
3.	Communication Address:	
4.	Office Phone No: Mobile No:	
5.	Fax: E-Mail ID:	
6.	GST registration Number: PAN Number:	
Particular Details of the Bidder/ Representative'		
7.	Name of the Contact Person: Designation: Mobile No: E-Mail ID:	

UNDERTAKING

I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

Authorized Signatory (signature in full) : _____

BID FORM

Managing Director,
J&K MINERALS),
Jammu/Srinagar -

Sub: Tender for Hiring Chartered Accountancy Firm For Auditing, Attesting and Related Services for F.Y 2022- 23 & 2023-24 at J&K Minerals, Jammu/Srinagar,

Sir,

We the undersigned Bidder, having read and examined in details the specifications and other documents of the tender No.____, do hereby propose to execute the job as per specification/scope of work as set forth in your bid documents.

The prices of all services stated in the bid are firm during the entire period of contract and not subject to any price adjusted as per in line with the bidding documents. All prices/rates and other terms & conditions of this proposal are valid for a period of 90 (Ninety) days only from the date of opening of bid. We further declare that prices/rates stated in our proposal are in accordance with your bidding.

We declare that items/services shall be executed strictly in accordance with the specifications/scope of work and documents irrespective of whatever has been stated to the contrary anywhere else in our bid documents. Further, we agree that additional conditions, deviations, if any, found in the bid documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.

If this bid is accepted by you, we agree to provide items/services as specified in tender document. We fully understand that the procurement/services is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to 10% of the Order value/tender value as stipulated in Commercial bid/tender document immediately of the receipt of order/ alloy.

We agree that J&K MINERALS reserves the right to accept in full/part or reject any or all the bids received or split order within successful Bidder/CA firm without any explanation to Bidder/CA firm and his decision on the subject will be final and binding on Bidder/CA firm.

Dated, thisday of 2022

Thanking you,

Authorized Signatory (signature in full) : _____

[On the original letterhead of the Bidder]

Date : _____

DECLARATION

I, _____ Son/Daughter/Wife of _____ Resident of _____ Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document.

I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/We shall abide hereby by the terms / conditions / clauses contained therein.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

The corrigendum(s) issued from time to time by your department/organization too have all been taken into consideration, while submitting this declaration letter.

I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) in it's totally / entirely.

In case any provision of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Date : _____

Authorized Signatory (Signature In full): _____

CERTIFICATE

**Annexure T–
IV**

**DECLARATION REGARDING BLACKLISTING/NON
BLACKLISTING**

I /We Proprietor / Partner (s) / Director (s) of M/shereby declare that the firm/ company namely M/S. has not been blacklisted or debarred in the past by any organization from taking part in Government tenders.

Or

I / We proprietor / partner (s) / Director (s) of M/S..... hereby declare that the firm/ company namely M/S.....Was blacklisted or debarred by any Government Department from taking part in Government tenders for a period ofyears w.e.f.....

The period over on.....And now the firm/ company is entitled to take part in Government tender. In case

the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by J&K Minerals, Jammu/Srinagar shall be forfeited.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of limited company by all the Directors of the company or company secretary on behalf of all directors.

Date : _____

Authorized Signatory (Signature In full): _____

FINANCIAL CAPABILITY OF BIDDER/CA FIRM

[On the letterhead of the Bidder/CA firm]

Annual turnover details of the Bidder/CA firm from [insert relevant details]

#	Financial Year	Turnover in Indian Rupees
A	2019-2020	
B	2020-2021	
C	2021-2022	

[Extra rows may be added, if required]

*Audited Balance sheet and Profit & Loss account statement of the Bidder/CA firm for each of the abovementioned financial years shall submit as supporting evidence.

Date : _____

Company Rubber Stamp : _____

Annexure T-VI

Details of works of similar type executed by the Bidder/CA firm

Sl. No	Name of the Company with full address, phone, fax and name of contact person	Work Description	Work Order Value	Details of Order	Period	

1. Copies of work orders should be attached with this information. In absence of documentary evidence, bid is liable to be rejected.
2. If required, extra rows or separate sheet may be used to submit the information.

Authorized Signatory (signature in full):