

**NOTICE INVITING E- TENDERS (E-NIT) FOR
APPOINTMENT OF TAX AUDITOR OF JKSPDC FOR THE
ASSESSMENT YEARS (2023-24) to (2025-26).**



*Jammu & Kashmir State Power Development Corporation Limited
(A Government of Jammu & Kashmir undertaking)
Corporate Office: - Exhibition Ground, Opposite Civil Secretariat, Srinagar-190009
Camp Office:-Ashok Nagar, Satwari, Jammu-180004*

Important Information about the E-NIT No: IT- 01 Dated 13.07.2023

Item Description	Notice inviting E-Tenders (E-NIT) for appointment of Tax Auditor of JKSPDC for the A.Ys (2023-24) to (2025-26).
Date of issue of E-Tender Document	13-07-2023
Availability of E-Tender Document	E-NIT is available at jktenders.gov.in . However, gist of the E-NIT can also be viewed on JKSPDC official website www.jkspdc.nic.in .
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 jktenders.gov.in
Cost of E-Tender Document & Earnest Money Deposit(EMD)	<p>a) Cost of Tender Document: Rs 1180/- (Rupees One Thousand One Hundred Eighty Only) including GST @18%.</p> <p>b) EMD:- Rs 20000/- (Rupees Twenty Thousand only)</p> <p>The above payments to be submitted in the form of Demand Draft in favour of General Manager, Accounts JKSPDC Jammu and shall reach the office of General Manager Accounts by or before the last date of bid submission, however, scanned copies of DDs shall be attached with the technical bid and uploaded on jktenders portal.</p>
Pre-Bid Queries Last date & Time for Tender submission	Pre-Bid Queries can be submitted online upto 4.30 p.m of 19-07-2023 through email at these Ids: gmasgr@gmail.com , incometaxjkspdcl@gmail.com
Pre -Bid Meeting	Pre-Bid meeting shall be held virtually on 20-07-2023 at 11.30 a.m through video conferencing. Link for the same shall be shared on official website of JKSPDC www.jkspdc.nic.in prior to the meeting.
Last date & Time for tender submission.	4.30PM 02-08-2023
Opening of Technical & Financial Bids	Technical bids shall be opened online on jktenders.gov.in on 03-08-2023. The financial bids will be opened on the same day or any other day convenient to JKSPDC in presence of bidders who may like to be present. This shall be communicated separately to the technically qualified bidders.
Venue of E-Tender Opening	Office of the General Manager (Accounts), J&K State Power Development Corporation limited, Corporate Office Exhibition Ground, Srinagar-190009.
Contact officer for correspondence and clarifications	Ab Salam Kumar (General Manager Accounts, Srinagar) J&K State Power Development Corporation limited, Corporate Office Exhibition Ground, Srinagar-190009. Cell no:- 9419752426 Email:- gmasgr@gmail.com , incometaxjkspdcl@gmail.com

1. Introduction: -

The Jammu & Kashmir State Power Development Corporation limited (JKSPDC), is a Company incorporated under the Companies Act, 2013. The Corporation is wholly owned by the Government of Jammu & Kashmir and is engaged in generation of electricity. The Corporation intends to engage a practicing Chartered Accountant Firm having a minimum experience of practice of 20 years in the field of tax audit [with a minimum of five (05) FCAs in firm] for the assignment of tax auditor for the AY 2023-24 to 2025-26.

2. Calendar of Events:-

The calendar of events shall be as under:

S.No	Event	Date
1	Date of publishing of e-NIT	13-07-2023
2	Date of downloading of Bidding Documents	13-07-2023
3	Last date of receipt of written queries on NIT	19-07-2023 upto 4.30 pm
4	Pre-bid meeting (to be held through virtual mode. V.C link shall be shared on the website jkspdc.nic.in prior to the meeting)	20-07-2023 at 11.30 am
5	Last date of e-bid submission date and time	02-08-2023
6	Bid opening date and time	03-08-2023

The dates shown above are firm unless modified by the tendering authority who shall not be responsible for any delay by the bidders caused by whatsoever reason. In case there is holiday on any of the aforesaid dates, the next working day shall be considered for the above proceedings.

3. Scope of Work/Deliverables:

- i. Tax audit of the Corporation under section 44AB of the IT Act, 1961 and submission of report thereon of the AY 2023-24 to 2025-26.
- ii. Audit under section 80IA of the IT Act, 1961 and submission of requisite reports and forms thereon of AY 2023-24 to 2025-26.
- iii. The scope of activity shall include MAT audit under section 115JB of the Income Tax Act, 1961 and submission of requisite reports and forms thereon of the A.Y 2023-24 to 2025-26.
- iv. Furnishing of Report for Transfer Pricing under Form 3CEB.
- v. Computation of Income and e-filing of Income Tax Return of A.Y 2023-24 to 2025-26.
- vi. Revision of Income Tax Return before the due date, if required of A.Y 2023-24 to 2025-26.
- vii. If the case is taken up for Income Tax Authorities for scrutiny assessments under section 143 and/ or Transfer Pricing under section 92 CA of the Income Tax Act, 1961, Tax Auditor shall appear on behalf of JKSPDC as Tax Council during scrutiny proceedings, respond to all the queries framing replies thereof and present our case before Income Tax Authorities till the completion of the assessment for the relevant assessment year.
- viii. The assignment shall be carried out by a team lead by only FCA partner.
- ix. The assignment shall be carried out at Corporate Office, Jammu and shall be completed well before last date of tax audit and return filing.
- x. Ensure compliance to the applicable provisions of the Income Tax Act, 1961 and future amendments made there under.
- xi. Assignment shall be for three years i.e A.Y 2023-24 to 2025-26.

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4. Eligibility criteria:

- a) Practising Chartered Accountant having a minimum experience of practice of 20 years in the field of Tax Audit.
- b) Minimum of five (05) FCA partners in the firm. Out of these five (05) partners, three (03) FCA partners shall have a minimum of 10 years of continuity with the firm.
- c) The firm shall have head office or branch office in the UT of J&K.
- d) Only those firms shall participate, who have experience of conducting the tax audit of Power Generation/Transmission/Distribution Company.

5. Professional Fee and Payment schedule: -

- i. 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 BOQ). Bid shall be submitted online on the JK Tenders portal. Guest house facility in the JKSPDC Guest house shall be arranged during the visit:-

Price Bid format (e-BoQ):-

Tax Audit & Assessment thereof of JKSPDC	Amount in Rs (year wise) Inclusive of all taxes and cost except GST) INR		
	Audit Fee	Assessment/Scrutiny	Assessment u/s 92 CA
2023-24			
2024-25			
2025-26			
Total Amount in Rs			

- ii. The Corporation shall not be required to pay and/or reimburse anything over and above the contract price.
- iii. The price quoted by the firm shall be firm and final.
- iv. The minimum fee for the assignment of tax audit shall be as under:-

Assessment Year	Minimum Fee		
	Audit Fee	Assessment /Scrutiny	Assessment u/s 92 CA
2023-24	2,00,000.00	1,00,000.00	50,000.00
2024-25	2,10,000.00	1,05,000.00	55,000.00
2025-26	2,20,000.00	1,10,000.00	60,000.00

- v. Bidder shall quote the professional charges in lump sum for each AY inclusive of all costs and out of pocket expense etc (except GST) in the price bid of the e-bid. GST shall be paid extra over the quoted price.
- vi. The firm shall quote the professional fees of all the three years separately and lowest shall be determined by the lowest of the total cost of all the three years.
- vii. Fee for the assessment/Scrutiny and /or 92CA shall be paid only if the case is taken up for scrutiny assessment.

6. Selection criteria: -

Bidder scoring the highest marks as per the marking criteria shall be awarded the assignment.

In case of tie in total marks, assignment shall be awarded to the bidder who has the highest marks among the eligible bidders for the following criteria in a sequence: -

- a) Number of years of experience of conducting of the Tax Audit of Power Generation /Transmission/Distribution Company.
- b) Number of years of experience of practise beyond the minimum experience of practice of 20 years in the field of Tax Audit.
- c) Number of FCA partners in the firm over five (05) partners in the firm.

In case of tie in first criterion (a) above, then second criterion (b) above shall be considered, in case of tie in first criterion (a) above & second criterion (b) above, then third criterion (c) above shall be considered for award of assignment.

7. Payment schedule: -

Professional fee of each year shall be paid after successful completion of the assignment of each year and submission of authenticated copies of all requisite reports, forms and computation in soft and hard form. Fee for the assessment proceedings shall be paid on the completion of the assessment proceedings i.e receipt of the assessment order.

8. Performance Standards

The Firm undertakes to perform the services with the highest standards of professional competence, work ethics and integrity and shall furnish its independent professional expert opinion on issues within the scope of work. The Firm shall ensure completion of the assignment with the utmost efficiency, discipline and punctuality.

9. 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 under the Contract or the JKSPDC's business or operations without the prior written consent of the JKSPDC.

10. Ownership of Material

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

11. Consultant not to be engaged in Certain Activities

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

12. Termination

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

13. Dispute Resolution

No dispute or difference arising between the CA Firm and the JKSPDC, under or relating to the contract shall be referred to adjudication, unless an attempt has first been made to settle the same amicably. Amicable settlement will be deemed to have failed if either party notifies the other, in writing, of the same.

Any dispute, in respect of which the JKSPDC and the CA Firm have failed to reach at an amicable settlement, shall be settled by reference to adjudicator.

14. Adjudication

If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the adjudicator, with a copy to the other party. The adjudicator shall be a retired permanent member of Institute of Chartered Accountants of India (J&K chapter), to be appointed by the Appointing Authority (Owner-Managing Director, JKSPDC).

Within 28 days after receiving such reference, the Adjudicator shall give its decision which shall be reasoned and shall be binding on both the parties, who shall promptly give effect to it unless and until it is revised in an amicable settlement.

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

- a) The Adjudicator shall pass an award strictly as per the terms and conditions of the Contract. Any award contrary to the terms and conditions of contract shall be void and not enforceable.
- b) The Adjudicator shall not award pre-reference, pendent lite or future interest on any claim awarded in favour of any party.
- c) The Adjudicator shall pass a speaking award with reference to each item of claim/dispute.
- d) The venue of adjudication shall be in the UT of Jammu and Kashmir.
- e) The Adjudicator shall be paid fee plus reasonable expenditure incurred in the execution of its duties as Adjudicator under the contract. This cost shall be divided equally between the JKSPDC and the CA Firm.
- f) Neither party shall be entitled to suspend such work to which dispute relates and payments if any shall be continued to be made in terms of the Contract during the pendency of the Adjudication proceedings.
- g) The language of the Adjudication proceedings and of all documents and communications between the Parties shall be English.

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

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

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

Jammu & Kashmir only. Courts of UT of Jammu & Kashmir shall have exclusive jurisdiction in the matter.

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

15. 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. In respect of any matter for which no provision has been made in the contract, the provisions contained in the Standard Guidelines of the JKSPDC on the subject of hiring of consultants shall apply.

16. Termination

JKSPDC 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 JKSPDC shall give in writing the reasons for terminating the contract.

17. Other terms & conditions: -

a. The list of documents to be attached with the bid online by the firm is as under: -

- ✓ Standard format for submission of technical details as per the **Annexure A** attached.
- ✓ 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 applications only.
- ✓ All submitted documents should be signed by a partner with his name and under the seal of the firm.

b. All submitted documents should be signed by the authorized signatory of the Firm.

(Ab Salam Kumar)
General Manager (Accounts),
JKSPDC, Srinagar
Dated: 13-07-2023

No: -JKSPDC/Fin/IT/2363-69.

Copy to the: -

1. Director Finance, JKSPDC.
2. General Manager (Accounts) Jammu, JKSPDC for information.
3. All Deputy General Managers (Accounts & Finance) for information.
4. AM (IT) for uploading the tender on the official website of JKSPDC & jktenders portal.
5. PA to MD for Information of Managing Director, JKSPDC.

Annexure A to the NIT No. IT- 01 Dated -07-2023
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 the Head Office and Branch Office (s):

Head Office:

Address	Date of Establishment	Contact No(s)/Fax	Email

Branch Offices:

Address	Date of Establishment	Contact No(s)/Fax

4. Details of the partnership Firm:-

S.No	Name of the Partner	Membership No	Membership Status ACA/FCA	Date of Joining the firm as Partner
1.				
2.				

5. Details of Experience Tax audit in Power Sector:

S.No	Name of the Company / Unit	Year of Audit
1		
2		
3		

6. PAN of the Firm:

7. GST Number:

8. Details of EMD paid: Amount, UTR No , Date of transaction, beneficiary account number, all other relevant details.
9. Details of authorized signatory: Name, Designation, signature. (please enclose power of attorney in favour of the authorized signatory)

10. Bank details of CA Firm NEFT/RTGS:-

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

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

Signature of the Firm.

