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JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Head Office: 1ST Floor, Drug Store Building, Govt. Medical College, Bakshi Nagar, Jammu

Corporate Office: 121, Green Avenue, Hyderabad, Opp. Al-Farooq Masjid, Srinagar

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

Notice Inviting Bid

Subject:- Outsourcing of Accounting services of JKMSCL.

Jammu & Kashmir Medical Supplies Corporation Ltd. (JKMSCL) invites offer from Chartered Accountant firms for OUTSOURCING OF ACCOUNTING SERVICES at Head office of the Corporation for the Financial Year 2016-17, 2017-18 and 2018-19.

S NO	Description of Services	Estimated cost (₹ in Lacs)	Bid Security (₹ in Lacs)	Tender Form Fees (₹)	Date of start of sale of tender document	Date and time of pre bid meeting	Last date and time for sale of tender document	Last date and time for receipt of Tender	Date and time tender opening (Technical Bid)
1	Outsourcing of Accounting Services	5.00	0.10	500/-	26/4/2017	29/4/17 At 11 am	8/5/17 At 2 pm	9/5/17 At 3 pm	11/5/17 At 11 pm

- The tender form may be obtained during office hours between 10.00 am to 04.00 PM on depositing requisite tender fee.
- The full and further details of tender may be accessed / downloaded from www.JKtender.gov.in & www.jkmsclbusiness.com.
- The tender fee for downloaded form may be deposited at the time of submitting filled in tender form.
- The pre-bid meeting will be held on 03th of May, 2017 at 11 am.

No. *Jammu/PS/MD/MS/2017/346*
DATED:-27/4/2017

-sd/-
Managing Director
JKMSCL



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TENDER FORM FOR OUTSOURCING OF ACCOUNTING SERVICES

DFA
↓
G.M (Adm)
↓
2014

1. Name of Chartered Accountant firm: _____
2. Office address: _____
3. Fax No. _____ Telephone No / Mobile No _____
4. E-mail: _____ PAN No. _____
5. No. of full time Partners Chartered Accountants engaged with firm giving details of experience _____
6. Number of paid personnel employed by the firm with qualifications *etc* _____

7. Whether experience and other details asked for have been enclosed: Yes / NO
8. Date and time of pre-bid meeting :03/05/2017 11 am
Last date and time for sale of Tender form :08/05/2017 upto 2 pm.
Last date for depositing the Tender form :09/05/2017 upto 3 pm
Date & time for opening of technical bid :11/05/2017 at 11 am
9. The form may be downloaded from the website www.JKtender.gov.in. The prescribed tender fee of form ₹ 300/= (Rupees three hundred) only may be submitted through the demand draft in favour of FA & CAO, JKMSCL on or before the scheduled time and date.
10. I have understood and read all the details, terms and conditions of the tender and as a token of acceptance I have initialized all the pages.

MD

Signature of Tenderer
with seal



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1. INTRODUCTION

JKMSCL has been established by the Government of J & K in order to procure quality and affordable health care products in J&K State. JKMSCL in order to meet its objectives has been registered under Companies Act 1956, as a fully Government of J&K owned Company. JKMSCL has commenced its business operation since 2014 in the State of J&K. Corporation has corporate offices both at Jammu and Srinagar and has nine Regional Drug Ware Houses situated at Divisional Headquarters and District Head Quarters of J&K state respectively. The yearly turn over of the Corporation is expected to be over ₹ 100 crore. The flow chart of drugs, surgical and sutures may be understood as under:-

DPA
↓

Buy (order)

↓
20/9

MD

- I. Corporation places Purchase Orders (POs) to suppliers for procuring drugs at 9 Regional DWHs located at Kathua, Rajouri, Jammu (two), Doda, Anantnag, Srinagar (two) and Baramullah.
- II. Supplier delivers drugs to respective Regional /DDWHs, for onward distribution to Government Hospitals/Institutes (PHCs, CHCs, District Hospitals, Medical College attached Hospital etc).
- III. Regional / DDWHs distribute medicines to District Hospitals /Community Health Centre's (CHCs), Primary Health Centres (PHCs) as per their indent, requirement etc for onward distribution to patients.
- IV. Thus, approximately 200 Government Institutions (Government Hospitals, Blocks etc) have been interfaced with 9 Drugs Ware Houses of Corporation throughout State.

2 JKMSCL intends to outsource following services from Chartered Accountant firms for financial year 2016-17, 2017-18 & 2018-19.

- 1. Merging and consolidation of DWHs and Head Office accounts weekly / quarterly / Monthly basis, and thus, preparing trial balance, profit and loss account, balance sheet and others statutory accounts as laid down in company Act, 1956 and company Act, 2013.
- II. Bank reconciliation and Preparing statement thereof.
- III. Preparation and e-filing of TDS, Income tax, Service Tax, VAT and other statutory returns, as required under various State / Central Govt. Act etc.
- IV. The brief details of job profile (Scope or work) are as under:-

Scope of Work

2.1 MERGING AND CONSOLIDATION OF ACCOUNT (RECEIPTS, PAYMENTS etc.)

The purchases / Supplies received at respective Drug Ware Houses against the purchase orders placed by Head Office about procuring & distribution of medicines including surgical, sutures and equipment etc. If any shall have to be merged and consolidated with the data at the Head Office, Jammu.

Some indicative assignments in this regard may be briefed as under:-

- I. Accounting for cash vouchers, bank vouchers, ledger postings and entries from e-Aushadhi etc.
- II. The preparation of Journal voucher etc, for merging and consolidation and adjustment entries.
- III. Preparation and finalization of trial balance, Monthly, Quarterly and Annual accounts etc.
- IV. Preparation and finalization of Balance sheet, profit and loss account and other statutory accounts as required under Companies Act, 1956 and Companies Act, 2013.
- V. Checking all kinds of receipts and payments vouchers prepared by corporation punching these vouchers in **"tally software"** as per proper accounting head in consultation to management will be onus of CA firm.
- VI. Preparation of accounting notes and policies, maintaining of fixed assets register.
- VII. It should be ensured that at least four persons of the firm should be deputed at JKMSCL and out of these two should be there for three years and entries entered in Tally Software to be checked on fortnightly basis by ACA / FCA.

2.2 BANKING RECONCILLATION

- I. Ascertaining as to whether correct amount of the interest credited by the bank in corporation account.
- II. The bank reconciliation statement is to be prepared on monthly basis. The non-reconciled entries may be brought out date wise, and instrument wise to the notice of Head Office and the missing entries at the end of month need to be identified, and to be traced during the subsequent month.
- III. Ensuring crediting of due interest by bank as per agreed rate and terms, whether TDS deducted by bank is as per Income-tax provisions. The inconsistencies if any, needs to be identified & requires being got rectified.
- IV. Effecting the entries of interest etc. In the books.
- V. The instrument wise detail from the bank book of Head Office is to be tallied from the bank statement.

2.3 PREPARATION AND e-FILLING OF TDS AND OTHER RETURNS of All kinds of Tax.

- I. The rate of TDS / Service Tax / VAT etc. On various contractor/Sub contractors as applied by JKMSCL while releasing payment to be checked & if inconsistency is found in applied rate, it is the onus of CA firm to suggest the correct rate and recover the outstanding if any remains in process.
- II. TDS / Other Statutory tax returns viz sales tax etc has to be prepared and filed periodically. Vouchers relating to TDS / Service Tax / VAT etc. deducted of various service providers / contractors, and other relating details to various returns are available at Head Office, Jammu. It shall be made available by Corporation for the preparation and filing of TDS / Service Tax / VAT etc. and other return.

- III. Moreover, the firm will also facilitate with internal and statutory auditor for smooth functioning of the Internal and Statutory audit.
- IV. The assignment relating to the financial year 2016-17 & 2017-18 & 2018-19 covering all aspects viz consolidation and finalization of accounts, bank reconciliation, filing of return etc. should be completed by 30th April, 2017 for financial year 2016-17 and 30th April, 2018 for Financial Year 2017-18 & 30th April, 2019 for the Financial Year 2018-19.
- V. The scope of work mentioned is just indicative, if any work assigned by the Corporation in good faith, it will have to be executed. Moreover, being professional if an issue relating the Interpretation of accounting standard to be applied and other issues pertaining to income tax, audit para replies etc., if required by Corporation for preliminary advices, it will have to be rendered.

3. **Eligibility criteria:-**

- I. CA firm having its corporate / registered office at Jammu are eligible to participate. The Office should be equipped with Fax and e-mail facility.
- II. Certificate / letter issued by Institute of Chartered Accountants of India incorporating details about address of office / personnel / partner etc, should be enclosed.
- III. The CA firm must be empanelled with Comptroller and Auditor General of India for the year 2015-16 or 2016-17. The necessary order issued from CAG office should be enclosed by the firm.
- IV. Experience detail of audit and accounts work at least of one PSU of the State Government of J&K / Central Government in the last five years requires to be enclosed order / certificate etc, issued by concerned PSU needs to be enclosed.
- V. Staff of more than five qualified personnel, of which two should be qualified Chartered Accountants, Experience and complete details of all personnel should be provided.
- VI. The average annual receipt of last three Financial Year of CA firm should be over 20.00 Lac per annum. The necessary documentations (Profit & loss A/c, Balance Sheet) be enclosed.
- VII. The Accounting Services and Internal audit services are mutually exclusive i.e the both assignment can't be awarded to a single firm, even if a firm is adjudged to be most suitable for both of the services. The both services are to be awarded to different firm.

4. **TECHNICAL AND FINANCIAL BIDS**

- I. Offer should be sent in two separate sealed Envelopes, **Envelope-A** should contain technical bid consisting of all the details of the firm regarding eligibility etc., tender fee and demand draft of EMD.
- II. **Envelopes-B** should contain only financial bid. The financial bid is to be quoted in **schedule P** enclosed to tender. The price bid is called for financial year 2016-17, 2017-18 and 2018-19. Both envelopes should be put in **envelope-C** with the superscription for outsourcing of accounting services. Financial bids only of those

tender shall be opened, who fulfil the conditions of the technical bid as laid down at section- 3 eligibility criterion.

5. EARNEST MONEY DEPOSIT

- I. Each offer should be accompanied by earnest money of Rs. 10000/- (Rupees ten thousand) only through pay order / demand draft drawn on any scheduled bank payable at Jammu in favour of JKMSCL, Jammu. Offers received without earnest money will be rejected.
- II. Providing of incorrect information by the firm shall attract forfeiture of earnest money. The earnest money deposit of unsuccessful bidders will be returned after the finalization of tender. The earnest money deposit of successful bidder will be adjusted towards performance security.
- III. Notwithstanding, as above, Corporation will be at liberty to terminate the contract, before three year If the services are found unsatisfactory by giving 10 days prior Notice.
- IV. Corporation further reserves its right to terminate the contract by giving one Month prior notice on Administrative & other reasons.

6. Performance Security

- I. The value of performance security will be 5 % of the order of value.
- II. EMD will be adjusted towards Performance Security.
- III. The successful firm has following option to deposit, the Performance Security.
- IV. Through demand draft drawn in favour Managing Director, JKMSCL, Jammu.
- V. Alternatively, the 5 % value of performance security will be deducted by JKMSCL, from the quarterly payment as per tender terms.
- VI. The performance security of firm will be refunded to firm, after successful accomplishment of assignment as per terms of tender and agreement executed, but no interest on original amount will be given.

7. OPENING OF TENDER

- I. Technical bids received till the scheduled date and time will be opened by a committee consisting of JKMSCL officers at its Head Office, Jammu in the presence of tenderers.
- II. The date of opening of financial bid will be decided at the time of opening of technical bid.
- III. Evaluation of technical bid will be carried out on the basis of eligibility criterion as laid down in section-3 of tender.

8. RIGHT OF ACCEPTANCE AND REJECTION OF TENDER

- I. Managing Director JKMSCL, Jammu & Kashmir reserves the right to reject or accept any tender without assigning any reason.

9. PAYMENT TERMS

- I. On Quarterly basis, if Assignment is carried out satisfactory as per the agreed and stipulated terms, Payment will be subject to the statutory deduction of taxes of State / Central Government.
- II. If the work is not carried out as per the time schedule given Corporation shall be free to levy liquidated damages, and take other recourses and other available legal remedies.

10 Penalty Clause.

If the firm / successful bidder faults to get agreement(s) execute with stipulated / specific / period as admissible under rules (s); the Managing Director shall have right to take any one of the undermentioned decisions:-

- a) To impose the penalty equivalent to the penalty imposed by Commercial Tax Department or otherwise for delay in the submission / filling of return(s) which shall be deducted from amount due to the firm / successful bidder.
(or)
- b) To hire the services of other Chartered Accountant firms to get the work executed within specified / scheduled time and payment(s) on account of hiring of such services shall be deducted from the amount due to the successful bidders / firm.

11. Termination of Contract:

- I. JKMSCL shall have liberty to terminate the Contract, before three years, if the services are found to be unsatisfactory by giving 10 days prior notice to the firm.
- II. In case, the firm wish to terminate the contract at their end, the firm shall have to have give minimum 03 months notice to JKMSCL indicating the grounds for termination of contract and Managing Director, JKMSCL shall have right to redress the grievances of the firm and to take final decision in the matter thereof.

12 AGREEMENT AND CONTRACT PERIOD

- I. The successful firm will have to execute an agreement within 7 days for the date of acceptance on non judicial stamp of Rs. 500/-. The duration of out sourcing initially will be for the Financial Year 2016-17, 2017-18 & 2018-19 which may be further, extended by another three months on manual consent basis.

13 ACCEPTANCE OF TENDER CONDITIONS

- I. The tenderer should sign the tender as acceptance of terms & conditions. Unsigned offers shall be rejected.
- II. Sub-letting of assigned work by successful tenderer shall not be permitted.

14 ARBITRATION

- a. Governing Law: This shall be governed by and constructed in accordance with the laws of the State of Jammu and Kashmir and the laws of India as applicable to the State of Jammu and Kashmir.
- b. Amicable Settlement : Either party is entitled to raise any claim, dispute or difference of whatever nature arising under out of or in connection with the NIT including its existence or validity or termination (collectively "dispute") by giving a written notice to the other party, which shall contain
 - i. a description of the dispute.
 - ii. the ground for such dispute.
 - iii. all written material in support of its claim.
- c. The other party shall, within thirty days of issuance of dispute notice issued under para 14(b), furnish :
 - i. Counter claim and defences, if any regarding the dispute; and
 - ii. All written material in support of its defences and counter claim.
- d. Within thirty days of issuance of notice by any party pursuant to para 14(b) or 14(c) both the parties to the dispute shall meet to settle such dispute amicably. If the parties fail to resolve the dispute amicably within thirty days of the receipt of the notice referred to in the above para the dispute shall be referred to Managing Director, JKMSCL, J&K for its reference to arbitration.
- e. Dispute Resolution: Besides, as referred above in para 14(d) may also include any dispute arising out of contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K who will appoint his senior most officer as sole Arbitrator of the dispute, will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator proceedings shall be governed by the J&K Arbitration and Conciliation Act, 1997. The venue of the Arbitration shall be in the State of Jammu and Kashmir.

15. JURISDICTION

- I. In case of any Dispute the jurisdiction will be Jammu and the decision of Managing Director, JKMSCL will be final.

MANAGING DIRECTOR
JKMSCL

Financial Bid

Description of Job (1)	Price offer Per Year (Total remuneration in Indian Rupees excluding Tax if any) (2)			Price offer for three Years i.e 2016-17, 2017-18 & 2018-19 (Total remuneration in Indian Rupees excluding Tax if any) (3)	Taxes if any (4)	Total (3+4)
	2016-17	2017-18	2018-19			
Outsourcing of accounting services, brief Job profile as laid down in section-2 of tender for Financial year 2016-17, 2017-18 & 2018-19						
Total Rs. In Words:						

Note: The price to be quoted by bidder should be strictly in format prescribed, price quoted else where will not be entertained.

Signature of Tenderer