

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-10-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-10-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	100 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Jammu & Kashmir
विभाग का नाम/Department Name	Industry And Commerce Department Jammu And Kashmir
संगठन का नाम/Organisation Name	Jammu And Kashmir Entrepreneurship Development Institute
कार्यालय का नाम/Office Name	Pampore Kashmir
वस्तु श्रेणी /Item Category	Financial Audit Services - Audit report, Review of Financial Statements, Financial Reporting Framework; Audit Firm, CA Firm
अनुबंध अवधि /Contract Period	2 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Tenure of the Firm	30	10	View File
Number of Partners	10	4	View File
Qualified Manpower	20	4	View File
Experience	30	5	View File
Experience in JK	10	5	View File

Total Minimum Qualifying Marks for Technical Score: 28

QCBS Weightage(Technical:Financial):70:30

Financial Audit Services - Audit Report, Review Of Financial Statements, Financial Reporting Framework; Audit Firm, CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Audit report , Review of Financial Statements , Financial Reporting Framework
Type of Financial Audit Partner	Audit Firm , CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Compliance with law & regulations , Compliance with contracts , Treasury operations , Bank Transactions , Internal Control over Financial Reporting
Type of Industries/Functions	Purchase & Procurement , Human Resource & Payroll , Operational & Administrative , Fixed assets, depreciation and amortisation , Payables , Receivables , Cash and Bank Balance
Frequency of Progress Report	Monthly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Monthly
State	NA
District	NA
एडऑन /Addon(s)	

विवरण/ Specification	मूल्य/ Values
Post Financial Audit Support	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Adil Rasool Najar	181133,JKEDI, SIDCO Industrial Estate, Bari-Brahamana, Samba, J&K Opposite Peer Baba	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.

7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



Jammu & Kashmir Entrepreneurship Development Institute (JKEDI)

(An organization of Government of Jammu & Kashmir)

Sempora, Pampore (Kashmir)-191101 (P.O: Pantha Chowk)/ Bari-Brahmana Jammu -181133

Contact: Kashmir: 01933-224362/65/67: Jammu: 01923-222412/13

Website: www.jkedi.org

Appointment of Internal Auditor of JKEDI.

The Jammu & Kashmir Entrepreneurship Development Institute (JKEDI) invites Expressions of Interest from registered firms of Chartered Accountants for empanelment as Internal Auditors for the Financial Years 2025-26 & 2026-27.

To be eligible, the firm should have its Head office/Branch Office in Srinagar/Jammu and possess minimum 05 years' experience in carrying out Internal Audit of Government/Listed Companies, Autonomous body, Academic Institutions, etc.

The interested Firms are required to enclose photocopies of the following documents (self-attested):

- a. Membership certificate of practice;
- b. PAN Card;
- c. IT return filed by firm for last three Financial Year i:e 2022-23, 2023-24 and 2024-25.
- d. IT returns of Partners for the last three Financial Year i:e 2022-23, 2023-24 and 2024-25.
- e. GST Registration Certificate;
- f. Document in support of financial turnover of the firm (should have at least Rs. 40.00 lac commutative annual turnover for last three years);
- g. Undertaking to be furnished by the Firm that there are no legal suit/criminal cases pending against Firms and its partners or having not been earlier convicted on grounds or moral turpitude or for violation of laws in force.

The competent authority of The Jammu & Kashmir Entrepreneurship Development Institute (JKEDI) reserves the right to annul any or all application without assigning any reason.

The Minimum audit fees to be quoted by the firm shall be Rs. 5,000/- per month (Rs. 60,000 annually).



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(On Firms Letter Head)

Undertaking

I/We the following partners of M/s. _____,
Chartered Accountants do hereby jointly and severally verify and declare;

- (i) that the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there has been suppression of material information, the firm would not only stand disqualified from allotment but would be liable for disciplinary action under the Chartered Accountants Act, 1949 and the regulations framed there under;
- (ii) that the firm, or partners has not been debarred or cautioned by ICAI during the last five years, (if debarred, give details);
- (iii) that individually we are not engaged in practice otherwise or in any other activity which would be deemed to be in practice under section 2 (2) of the Chartered Accountant Act, 1949;
- (iv) that the constitution of the firm as on 1st April of the relevant year shown is same as that in the constitution certificate issued by the ICAI.

Sl. No.	Name of the Partner	Membership Registration No.	PAN No.	Signature of partner

(Signature of Authorized Person with Seal of the Firm)

Place:

Date:



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SCOPE OF WORK FOR THE INTERNAL AUDITOR OF JKEDI

TERMS OF REFERENCE FOR APPOINTMENT OF AN INTERNAL AUDITOR FOR THE AUDIT OF ACCOUNTS OF the Jammu & Kashmir Entrepreneurship Development Institute (JKEDI) FOR THE FINANCIAL YEARS 2025-26 & 2026-27.

BACKGROUND

The Jammu & Kashmir Entrepreneurship Development Institute (JKEDI) is a registered society under Jammu & Kashmir Societies Registration Act, 1998 (1941 A. D.), JKEDI has been established by the Industries & Commerce department Govt. of Jammu & Kashmir for capacity building and training of budding entrepreneurs.

OBJECTIVES

The objectives of the Internal audit for the financial Years 2025-26 & 2026-27 is to seek a professional opinion on the financial statement of JKEDI Industries & Commerce, department Govt. of Jammu & Kashmir for the financial Years 2025-26 & 2026-27 and to ensure that funds received and expenditure incurred are in accordance with the laid down financial regulations, prescribed Procurement procedures, and other orders issued from time to time as well as to ensure proper maintenance of books of accounts and other relevant documents at all levels.

Scope

The Internal Audit will be carried out in accordance with the Generally Accepted Auditing Principles and will include tests and controls, as the auditors feel necessary under the circumstances. The major areas to be covered are as under:-

1. Internal Audit to cover the areas ensuring that,

- (a) Transactions are recorded as per principles of Generally Accepted Accounting Principles and are booked to proper accounting heads.
- (b) Utilization of external funds is in accordance with financing agreements.
- (c) Counterpart funds are utilized for purposes for which they are provided.
- (d) Goods and services have been procured in compliance with the financing agreement.



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- (e) Transactions are duly supported by proper supporting documents.
- (f) Propriety of the transactions.
- (g) Checking the maintenance of books of accounts and records.
- (h) Checking the bank reconciliation statements.
- (i) Checking of component wise, category wise and account head wise expenditures.
- (j) Checking of investments, short term deposit etc. made from time to time.
- (k) Checking of various taxes/statutory compliance.
- (l) Verification of fixed deposit register and checking of interest received.
- (m) To check all records registers including Minute Books and to see that accounting effects of all the decisions taken at General Meeting/Board of Governors Meeting /Audit Committee Meeting are given in the Books of Account.
- (n) To give executive summary incorporating all points/matters; which are of very important nature.

2. Financial Books

- (a) Verification of Bank Book Journal, Vouching of Imprest Cash.
- (b) Scrutiny of General Ledger, Staff Advance Registers, Commenting on loan outstanding entries, etc.
- (c) Verification of cash, cheques on hand etc. as on 31st of March every year.
- (d) Verification of all computer vouchers and sheets ensure correct coding and accounting head.
- (e) Scrutiny of general ledger and Verification of Income and Expenditure Statement, and Balance sheet and other Schedules.
- (f) Verification of Salary/ Consultancy payments, P.F, I.T., TDS, etc.,
- (g) Preparation, verification and submission of various returns/reports to the competent authority (Administrative Department, Income Tax Department and other quarters of Union territory and Central Government) in time.
- (h) Verification & certification of all financial information completely, promptly and after the necessary authorization was recorded.



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3. Comprehensive audit

The areas covered by comprehensive audit may cover comparison of the results shown in the current period financial statements with prior periods and if available, with budgets and forecasts, investment decisions, delegation of financial powers and management of information systems, organizational. Effectiveness, management of equipment, plant and machinery etc.

4. Accounting policy & standard

- (a) To review and help the management in implementing proper accounting procedures, internal check control and computerized systems.
- (b) Review of Accounts.
- (c) Check all recorded entries comply with accounting standard.

5. System Improvement

The selected Auditor(s) will report any lacuna noticed in the existing procedures and suggest improvement. Any duplication of work noticed or work or unnecessary data noticed will be highlighted and reported.

6. The firm so appointed would be required to give:-

- (a) Audit Certificates and issue any other certificate as may be required by the society from time to time without any additional fee to be paid by the society.
- (b) Statements in annual report that describes the work of Ministry of Industries & Commerce, Govt. of Jammu & Kashmir. The responsibilities of the audit also include reporting on the adequacy of statements.

7. Liaison

The selected Auditor(s) will liaise with the Management for the periodical meetings to review the progress of the work and to ensure requirement be fully met.



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8. To suggest the measures for cost control and increase the revenue of the Institute.
9. The Chartered Accountant firm so appointed would be required to look into the compliance of previous audit objections raised (if any) and have to verify or comment on the supporting documents/ vouchers submitted at latter stage, to settle the audit qualifications in the Statutory Audit report of this assignment.

10. Reporting

After finalization of Audit, the Internal Auditor shall submit Audit Report on the Accounts Audited to Income Tax Department or any other Department as required.

GENERAL

Auditor would be given access to all Books of Accounts, Procurement documents, Legal documents, Sanction letters of JKEDI, and all other documents and information which they think necessary for the purpose of audit. The auditors may make specific observations with respect to the efficiency of financial procedure, the accounting system and in general, the administration and management of the organization.



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11. Selection Criteria

S. No.	Criteria	Parameters	Maximum Marks
1	Tenure of the Firm	- More than 5 years, less than 8 years = 10	30
		- More than 8 years, less than 10 years = 20	
		- More than 10 years = 30	
2	No. of Partners	- 2 marks for each partner, - Additional 1 mark for qualification as DISA/CISA - Partners continuing from last one year shall be considered	10
3	Qualified Manpower	- 2 marks for each qualified staff continuing from last one year	20
4	Experience	- Audit experience in Government / Semi-Government / PSUs / Corporations in last 10 years - 5 marks for each project	30
5	Experience in J&K	- Audit experience in Govt./Semi-Govt./PSUs/Corporations in J&K in last 10 years - 5 marks for each project Note: Projects shown in Point 5 should not clash with Point 4 experience criteria.	10
Total			100

The bids received will be evaluated using Quality cum Cost Based Solution (QCBS) as under:

a) After the Technical Evaluation, the committee will evaluate each of the Technically Qualified bidders' response on the basis of technical and financial parameters. The weight age of technical and financial parameters will be in the ratio of 70:30 respectively.

b) The Bidder with lowest qualifying Financial Bid (L1) will be awarded 100% score.

Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder}(Fn) = \frac{\text{Financial Bid of L1}}{\text{Financial Bid of Bidder}} \times 100$$

% (Adjusted to two decimal places)



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c) The Technical and Financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.

d) The Bidder securing the highest Composite Bid Score H1 will be adjusted as the most responsive bidder for award of the Project. The overall score will be calculated as follows:

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where

B_n=overall score of the bidder

T_n=Technical score of the bidder (out of maximum of 70

marks) F_n = Normalized financial score of the bidder

Note:-

- The interested firms are advised not to furnish any particulars or information which cannot be supported by Documentary evidence.
- The Financial Bid of only those participants will be opened who qualifies the Technical Bid based on above mentioned eligibility criteria. The applicant/bidder scoring maximum marks will be selected.
- JKEDI reserves the right to modify/cancel the above notification at any stage without assigning any reason thereof.
- Corrigendum/modification/extension, if any granted, will be uploaded on www.jkedi.org.

12. Payment Schedule

- a) The Firm shall submit them on the bills for release of payment.
- b) After due verification by JKEDI, payment shall be made within a period of 15 days from the date of receipt of the bill.

13. General Information, Terms and Conditions

JKEDI reserves the right to withdraw/ cancel/ modify any action to this invitation without any prior notice. Notwithstanding anything contained in this document, JKEDI reserves the right to accept or reject any request/proposal, or to annul the Tender process or reject all bids/LOI at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.



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14. Earnest Money Deposit(EMD):

- a) Bidder shall submit EMD of ₹5,000/- (Rupees -Five Thousand only) in the form of FDR/CDR in favour of "Director-Jammu & Kashmir Entrepreneurship Development Institute" and EMD Declaration Form along with their bid.
- b) The EMD would be refunded to all unsuccessful bidders after the placement of order to the selected Placement Agency whereas it shall be retained in case of successful Placement Agency and treated as security deposit to be refunded after the successful completion of the contract on submission of N.O.C.

15. The EMD shall be forfeited, if the bidder

- a) Withdraws from the bidding process at any time for any reasons.
- b) Does not respond to requests for clarification of its Proposal.
- c) Fails to provide required information during the evaluation process or is found to be non-responsive.
- d) In case of being successful bidder, if he/she fails to sign the Agreement in time

16. Proposal Opening and Evaluation :

- a) The bid shall consist of Technical Bid and Financial Bid.
- b) On the tender opening day, the bid will be opened and the committee will check all the documents, as per pre-qualification criteria.
- c) If the bidder meets the eligibility criteria as well as meet other technical parameters mentioned in the Tender Documents, the bidder will become eligible for financial bid opening.
- d) The bid will be awarded to H1 bidder, It will be the responsibility of the H1 bidder to deploy the suitable manpower within 5 days of issuance of Letter of Intent (LOI).
- e) If the 1st lowest bidder refused to take up the assignment or fails to comply with the contract, it shall be deemed that the bidder is not interested to continue the contract, JKEDI reserves the right to cancel its EMD as well as the bidder shall be debarred to participate in the fresh tendering process.

17. Award of Contract

The H1 bidder shall be issued Award of Contract/ Letter of Intent (LOI) by JKEDI. The Financial bid of the bidder must comply with



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the Acts/directions issued by J&K Government from time to time.

18. Signing of Contract

- a) The Bidder/Bidders shall be required to enter into a contract incorporating all agreements between the bidder & JKEDI, including any agreements reached during the negotiation process, if any with the Authorized Representative/Committee, within seven (7) days of the award of the contract or within such extended period, as may be specified by the Authorized Representative of JKEDI.
- b) This contract shall be on the basis of this document, the bid of the bidder, the letter of intent and such other terms and conditions as may be determined by the authorized representative of JKEDI to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

19. Failure to agree with the Terms & Conditions of the tender documents / Contract documentation.

Failure of the successful bidder to agree with the terms & conditions of the Tender Documents / contract shall constitute sufficient grounds for the annulment of the award, in which event JKEDI may make the award to the next best value bidder or call for new bids.

20. Liquidation Damages

In the event Bidder fails to provide the services in accordance with the bid document, Bidder shall be liable for penalty either for termination/culmination of the Contract or a fine equal to two months bill amounts.

21. Termination of Contract

- a) The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part:
- b) If the bidder, in the judgment of the Company has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - o *"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value of influence the action of a public official in the procurement process or in contract*



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execution.

- *"Fraudulent practice": a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the purchaser and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition.*
- c) If the bidder does not start performing the contract within 10 days after signing of contract.
- d) If the bidder stops performing the contract or withdraw the activity to perform the contract.
- e) If the bidder breaches any terms & conditions of the contract or do not perform the contract in whole or part.
- f) If the bidder does not follow the written instructions given by the company from time to time.
- g) If the bidder does not perform the contract up to the satisfactory level even after regular feedback from the company.
- h) In the event that the bidder shall cease conducting business.
- i) In any other event that is detrimental to the working of the company and if the breach of the contract take place.

22. Resolution of disputes

- a) JKEDI and the selected Bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, after thirty (30) days from the commencement of such informal negotiations, JKEDI and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

23. Force Majeure

- a) The successful Bidder shall not be liable for forfeiture of its implementation guarantee, performance security, liquidated damages, or termination of contract, if and to the extent that it's delays in performance or other failure



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to perform its obligations under the contract is the result of an event of Force majeure conditions.

- b) For the purpose of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the successful bidder fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the JKEDI in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a force majeure situation arises, the bidder shall promptly notify the Director JKEDI in writing of such condition and the cause thereof.
- d) Unless otherwise directed by Director JKEDI in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.