

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-09-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	19-09-2026 13:00:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Jammu & Kashmir
विभाग का नाम / Department Name	Cooperative Department Jammu And Kashmir
संगठन का नाम / Organisation Name	N/a
कार्यालय का नाम / Office Name	Registrar Cooperative Societis Jammu And Kashmir
शिकायत निवारण के संपर्क विवरण / Contact details of Grievance redressal	HOD Email id : mohammadshafiq.2029@jk.gov.in Buyer Email id: jarcs-12@jk.gov.in
वस्तु श्रेणी / Item Category	Financial Audit Services - Financial Reporting Framework, Review of Financial Statements, Audit report, 5000000; CA Firm, CAG Empaneled Audit or CA Firm
अनुबंध अवधि / Contract Period	1 Year(s) 1 Month(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड / Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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 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	3
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
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	1500000
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	50000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
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ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	6

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

PAO Rcs JK

Registrar cooperative societies Jammu and Kashmir , Cooperative Department Jammu and Kashmir, N/A,
(Mukesh Sharma)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

3. 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.

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or

2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or

3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1788413981.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The parameter wise qualification requirement is as under:-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Experience(insolvency)	18	06	View File
Turnover	10	05	View File
Firm SIZE	12	06	View File
Government experience	10	06	View File
Cooperative ,Banking experience	15	05	View File
Completion of liquidation	10	04	View File
Quality	07	03	View File
LOCATION	08	04	View File
Post registration experience	10	06	View File

Buyer Defined Total Qualifying Marks for Technical Qualification: 45

QCBS Weightage(Technical:Financial):60:40

Financial Audit Services - Financial Reporting Framework, Review Of Financial Statements, Audit Report, 5000000; CA Firm, CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Financial Reporting Framework , Review of Financial Statements , Audit report , 5000000
Type of Financial Audit Partner	CA Firm , CAG Empaneled Audit or CA Firm
Type of Financial Audit	Statutory Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Internal control of financial , Investigating fraud , Compliance with law & regulations , Compliance with contracts , Bank Transactions , Internal Control over Financial Reporting , cooperative banking
Type of Industries/Functio	Cash and Bank Balance , Scard Cooperative bank.

विवरण/ Specification	मूल्य/ Values
Frequency of Progress Report	Monthly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Monthly
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	Yes

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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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	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Naseer Ahmad Sofi	181123,Registrar cooperative societies Rajinder nagar phase 1 Bantlab jammu J&K.	Project / Lumpsum Based	Number of Months for which Post Audit Support is required : 6

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

1. Generic

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

3. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

4. **Buyer Added Bid Specific ATC**

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

5. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

6. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

7. **Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

8. **Buyer Added Bid Specific SLA**

Text Clause(s)

The firm has to provide the services for completion of the liquidation service.

The price to be charged is for the entire contract.

The scope of work is defined in the attachment , however any clarity if required may be raised to RCS Jam mu -Kashmir. The scope of work shall include all the necessary functions required for smooth liquidation of the entity as per the applicable laws and same shall be covered in this contract.

The nature of CA job is to facilitate the work and in no way it shall supersede the powers vested in liquidator. The job is advisory in nature and help in completion of work in a time bound manner.

The scope of work shall be governed by SCARD Bank rules as framed by government of Jk.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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 कार्यवाई 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---

S.no.	Item	Marks	Breakup
1.	Experience in handling insolvency/liquidation.	18	03 marks for each assignment handled Ongoing works shall be considered in the last five financial years. Copy of contract along with successful completion shall be submitted.
2.	Annual turnover above 20 Lacs	10	One mark for 20 lacs of turnover .Copy of Turnover verified by CA.
3.	Number of weight age for firm strength and size.	12	01 mark for each member partner from Jammu-Kashmir. Maximum = 04. 01 mark for each member above 05 partners maximum = 04. 02 marks for each member having experience in Insolvency. Maximum marks = 04.Copy of registration/partnership deed with contact and address proof.
4.	Experience in govt sector other than insolvency /liquidation.	10	(2 mark for each assignment completed in last three years, and include preparing of annual statements, balance sheets, financial statements of any government entity). Work in one organization shall count for one assignment. Copies of satisfactory performance /completion from concern unit.
5.	Experience of banking /Cooperative sector banks.	15	03 marks for each assignment completed in last five financial years of maintaining of financial records as per applicable laws

			in cooperative banks. Documentary proof required. 01 mark for maintaining of financial records assignment completed in last five financial years in any nationalized recognized bank. Maximum = 05 assignments.
6.	1.Recovery/claims verification experience in last 03 years 2. Complete /closure of liquidation/voluntary assignments.	10	01 mark for each claim with proper documents in last five years. Maximum =05 assignments 01 mark for each assignment of liquidation closed /completed in last 05 years. Maximum =05 assignments. Copy from ddo/govt office with details.
7.	ISO Certification and Peer review certificate	03	Self attested Certificate copy.
8.	Working Functional office in UT of Jammu-Kashmir	08	04marks for Jammu and 04 marks for Srinagar, copy of electricity bill, proper registration.
9.	Post registration experience	10	1 mark for each member over and above 10.
10.	Peer Review Peer Review Certificate of the firm issued by the Institute of Chartered Accountants of India	04	Copy duly attested.
		100 marks	

Maximum Marks = 100.

Minimum marks to qualify for financial bid is 45. Only bidders satisfying all mandatory eligibility conditions and obtaining at least 45 technical marks shall have their Financial Bids opened.

1. The weight age for technical parameters shall be 60 and 40 for financial bid. Financial bid would be evaluated on the basis of price quoted by bidder in respect of all items mentioned in Performa for financial bid and marks be given out of 40.
2. Firm providing the lowest rates as per financial bid would be provided full marks i.e. 30 and other bidders will be scored proportionately.
3. The firm whose total score i.e. Technical score (60) and Financial score (40) come out to be highest on the basis of above calculation would be awarded the contract.
4. In case two or more firms score same marks, then the firm with lowest rates in financial bid will be considered and awarded the contract.

Qualifying criteria:

- The firm should be empanelled with CAG for providing financial audit services.
- The firms should provide valid GSTIN and PAN no.
- The firm should have positive net worth for 2025-26.
- The firm should have minimum 03 years of govt sector experience of making annual financial statement, Profit/loss, insolvency etc.
- The firm must have minimum 15 staff members to demonstrate the capability to handle the assignment. Copy of employees with contact no and identity proof shall be submitted with the bid. Team leader shall be mentioned in the list.

- The firm should have a functional office in the Union territory of Jammu-Kashmir. Copy of electricity bill, telephone bill, etc as proof.
- The firm should have minimum 03 years of post registration experience. Copy of registration to be submitted as evidence.
- The firm should not be blacklisted nor debarred by any government organization or professional body in the last 03 years .Affidavit in this regard shall be submitted.
- The firm should have at least 05 full time CA professionals as partners.
- Undertaking to the effect that no Criminal Proceedings are pending w.r.t to the CA / Chartered Accountant firm in any Court of Law in India.
- The firm should have at least one partner practicing Insolvency associated with the Firm and shall be registered with IBBI having experience in handling insolvency.
- No consortium firms shall be entertained.
- The firm should have minimum one member from Jammu-Kashmir. Copy of deed with his name shall be furnished.
- EMD @50000 is required to be deposited. No Exemption for MSE/SSI in this regard.

ATC:

- Principle of Force majeure shall be applicable.



- EMD Of 50000 must be furnished by the bidder along with the bid. The amount shall be adjusted as performance deposit for L1.
- Risk and cost as applicable as per GFR and Gem rules shall be applicable and in case of default /non performance the work at the risk and cost of L1 can be allotted to L2 or any other party if required. In addition to termination for default, the Procuring entity shall be entitled, and it shall be lawful on its part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the L1 contractor. Such Risk and Cost Procurement must be contracted after the breach of contract. The contractor shall be liable for any loss which the procuring entity may sustain in that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain in such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. If after the placement of orders the successful Tenderer | backs out, the security deposit will be forfeited, besides other remedial panel action can be taken.
- Confidentiality of records shall be maintained by the L1. All bank, depositor, borrower, employee, litigation, tax and financial information accessed during the assignment shall be treated as confidential and used only for the assignment. The consultant shall implement reasonable access controls and shall not disclose information to any third party except where legally required or authorized.
- All legal disputes shall be dealt within the jurisdiction of Jammu only.
- Indemnity clause in case of any loss due to L1 shall be applied.
- Payment shall be made quarterly basis based on satisfactory performance.
- Penalty of 500 per day in delay of submitting the information shall be charged which shall be deducted from the Payment.

- EMD (Earnest Money Deposit) in shape of CDR / FDR / TDR and TDF (Tender Document Fee) in shape of Demand Draft only shall be accepted. Tenders not accompanied with EMD/TDF will be out rightly rejected. No exemption for MSME /MICRO /SSI units shall be given.
- The consultant shall deploy the approved team, meet timelines, maintain records of work performed and promptly report material issues to the Liquidator/Registrar.
- Replacement of key personnel shall require prior approval and the substitute shall have qualifications and experience equal to or better than the approved personnel, except in unavoidable circumstances. Any delay for substitution shall be penalized @1000 per day of delay.
- The successful bidder's responsibility under this contract commences from the date of Agreement signed with the Department. The Bidder shall submit an unqualified acceptance to the Letter of Intent/Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.100/- within 15 days from the issue of LOI/Work Order.
- The Department may inspect deliverables, records and work progress relating to the assignment and may require reasonable clarification or correction.
- This office reserves the right to:
 - a) Accept/ Reject any of the tender in full or part thereof.
 - b) Revise the requirement at the time of placing the order.
 - c) Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
 - d) Reject any or all the tenders in part or full without assigning any reason thereof.
 - e) Award contracts to one or more bidders for the items covered by the tender.
- In case any dispute arises during contract period in between parties, the same shall be dealt with clause of arbitration strictly notified by the Department of Law and Parliamentary affairs UT of J&K in the shape of Circular No.16-JK (LD) of 2023.

- All disputes are subject to the jurisdiction of courts in the Union Territory of Jammu and Kashmir and agreement will be governed by and be construed in accordance with the laws of India.
- The agreement can be terminated by the L1 firm/department (Buyer) by giving three months' notice in advance. If the agency fails to give three months' notice in writing for termination of the Agreement then three months Payment, etc. and any amount due to the agency from this office shall be forfeited. In such case the L1 has to provide services till finalization of fresh rates and penalties will be charged.
- The applicable taxes shall be deducted at source from the running bills of the contractor. In no case advance payment/s shall be made by the Department.
- Payment of bill/s shall be made subject to availability of funds, that against proper verification and satisfactory work done/performance certificate to be recorded.
- In case of disputed items, the payment shall be withheld till the settlement of the dispute.
- The successful Tenderer shall have to pay wages to his workers as per Labour Act/laws in force. The testimony of paid wages / muster rolls of preceding month should support monthly bills of the contract (Wherever required). The firm will be responsible for payment of wages/salaries and social security dues of all such employees. A quarterly certificate to this effect shall be submitted by the firm certifying that all dues such as EPF, ESIC, etc have been paid for their employees.
- The firm shall not stock any inflammable or otherwise dangerous material, goods, narcotics or drugs in any part of the allotted space which are fire and health hazard to the property.
- The successful L1 shall be responsible for work and conduct of every individual to be engaged by him in the contract. Every person should possess a character certificate from the concerned/ respective Police Stations of the locality to which they belong. In no case the successful contractor should engage any person whose antecedents are not cleared by the concerned Police Station. Any such default will result to a penalty of 10000 per incident to be paid to treasury.
- The successful L1 shall provide a details of manpower to be engaged along with qualifications who will handle the assignment .A dedicated team of minimum 5 professionals shall be constituted having requisite qualifications which shall be available as and when required in Jammu-kashmir.

- The successful tenderer shall not assign or sublet the contract or any part thereof to any other agency.
- In case services are found to be unsatisfactory or there is breach of any of the clause of terms and conditions, the contract is liable to be terminated at one month's notice resulting in the forfeiture of Performance Security.
- For any damage to any public property by the L1 an amount equivalent to twice the cost of the replacement shall be charged against the vendor.
- The firm shall not use the premises for any other activity except for the purpose for which it has been provided for.
- Canvassing in any form will make the tender liable to rejection. Conditional tender will not be accepted and will be rejected outright. Use of bribe or any undue influence by any of the bidder or his agent shall disqualify bidder.
- The consultant shall be independent and shall disclose any existing or potential conflict of interest. A bidder shall not participate where it or its proposed personnel have an assignment, relationship or financial interest that could impair impartiality in the liquidation assignment, including representation of a borrower, creditor or other party against the Bank where such representation creates a conflict.
- The entire work of Chartered Accountants shall be in coordination and supervision of the Liquidator and Accounts wing of the department /bank.
- For any information the intending bidders may contact Registrar Cooperative Societies office Jammu /Srinagar.

- The entire work of Chartered Accountants shall be in coordination and supervision of the Liquidator Wing .
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- For any information the intending bidders may contact RCS office Jammu /Srinagar.

①. Sumit
21/12/2020.

Saloni

Arjun