**JHARKHAND STATE ELECTRICITY EMPLOYEES MASTER TRUST**

**Engineering Building, HEC, Dhurwa, Ranchi-4**

**E-mail: adm.jssemt@gmail.com**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expression of Interest (EOI) Document for Engagement of Agencies by Jharkhand State Electricity Employees Master Trust for Audit

EOI No. - EOI/04/Audit/2021-22

**EOI DOCUMENT**

**DISCLAIMER**

The information contained in this Bid document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the JSEEMT or any of its employees or advisors, is provided to Bidder on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. JSEEMT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This EOI document is not an agreement. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the JSEEMT in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for the JSEEMT, its employees or advisors to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.

The JSEEMT, its employees and advisors make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way in this Selection Process.

JSEEMT also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the statements contained in this Bid document. JSEEMT may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid document. The issue of this Bid document does not imply that the JSEEMT is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the JSEEMT reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the JSEEMT, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the JSEEMT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Administrator

Jharkhand State Electricity Employees Master Trust

**JHARKHAND STATE ELECTRICITY EMPLOYEES MASTER TRUST**

**Engineering Building, HEC, Dhurwa, Ranchi-4**

**E-mail: adm.jssemt@gmail.com**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Abridged Notice**

**Expression of Interest (EOI) for Engagement of Agencies by Jharkhand State Electricity Employees Master Trust for Audit**

**EOI No. -** EOI No. - EOI/04/Audit/2021-22

Jharkhand State Electricity Employees Master Trust (hereinafter JSEEMT) has been constituted to ensure that the interest of the Members, as regards payment of Terminal Benefits, is protected. JSEEMT having its office at Engineering Building, HEC, Dhurwa, Ranchi-4 manages the funds provided by GOJ and Contribution from cos. The object of the Trust is to make arrangement for payment of terminal benefits to the members of the Trust.

JSEEMT intends to Engage Agencies for Audit of various aspects pertaining to following:

1. Submission of requisition of transfer of funds by respective disbursing units/ cos. (viz. JUVNL, JUUNL, JBVNL & JUSNL), transfer of funds to them by trust and disbursement thereon as defined in scope of work for the period from 06.01.2014 to 31.03.2022.
2. Contribution due as per provision of The Jharkhand State Electricity Reforms Revised Transfer Scheme, 2015 vis-à-vis amount remitted and amount due.

Applications are invited from bidders duly fulfilling the qualifications as specified in our EOI document and eligible to provide services as per applicable statutes and scope of work. To avoid conflict of interest, any CA firm associated with any work of JUVNL or any of its subsidiary cos. since 06.01.2014 are ineligible to participate. Firms fulfilling eligibility criteria mentioned in the EOI documents only shall apply. The EOI Document and other detailed terms & conditions are available at https://jbvnl.co.in (for reference and submission of EOI) and can be downloaded for submission in accordance with terms and conditions set forth therein.

Ajay Kumar

Administrator

Jharkhand State Electricity Employees Master Trust

**JHARKHAND STATE ELECTRICITY EMPLOYEES MASTER TRUST**

**Engineering Building, HEC, Dhurwa, Ranchi-4**

**E-mail: adm.jssemt@gmail.com**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Notice Inviting Expression of Interest (EOI) for**

**Engagement of Agencies by Jharkhand State Electricity Employees Master Trust for Audit**

**EOI No. -** EOI No. - EOI/04/Audit/2021-22

FROM:

The Administrator

Jharkhand State Electricity Employees Master Trust

Engineering Building, Room No. -103 , HEC, Dhurwa, Ranchi-4

E-mail: adm.jssemt@gmail.com

Dear Sir(s),

For and on behalf of the Jharkhand State Electricity Employees Master Trust (hereinafter JSEEMT), Expression of Interest (hereinafter EOI) in the prescribed EOI Document under two bid systems is Invited for Engagement of Agencies for Audit and allied services to JSEEMT as per scope of work pertaining to following:

1. Submission of requisition by respective disbursing units/ cos. (viz. JUVNL, JUUNL, JBVNL & JUSNL) earlier to JUVNL and JBVNL and thereafter JSEEMT for transfer of funds.
2. Transfer of funds to them by trust as per there requisition and disbursement thereon as defined in scope of work for the period from 06.01.2014 to 31.03.2022.
3. Contribution due as per provision of The Jharkhand State Electricity Reforms Revised Transfer Scheme, 2015 vis-à-vis amount remitted and amount due.

2. The EOI Document and other detailed terms & conditions are available at https://jbvnl.co.in (for reference and submission of EOI).

3. The completion period of the assignment will be as mentioned in point no. l , page 13 of the EOI document.

4. Interested parties may submit their EOI alongwith documentary evidence relevant to Experience/Capability Criteria & Financial bid in separate sealed envelopes addressed to:

The Administrator,

Jharkhand State Electricity Employees Master Trust,

Engineering Building, Room No.-103, Dhurwa, Ranchi-834004.

Bidders/advisors are advised to go through and follow the instructions provided at Appendix-I regarding ‘Instructions for EOI Submission’.

EOI and supporting documents should be submitted in hard copy in sealed envelope as mentioned in Appendix- II.

5. CRITICAL DATES SECTION:

|  |  |
| --- | --- |
| Bid Publish Date | 07.02.2022  |
| Bid Document Download Start Date & Time (IST) | 07.02.2022  |
| Pre EOI Submission Meeting at Conference Room, JUVNL Hqr, Engineering Building, Dhurwa, Ranchi | 16.02.22 (2.00 PM) |
| Submission of Prebid Queries through Mail adm.jssemt@gmail.com | 18.02.22 (5.00 PM) |
| Clarification of Prebid Queries in https://jbvnl.co.in | 23.02.22 (3.00 PM) |
| Tender Document Download End Date & Time (IST) | 26.02.22 (5.00PM) |
| Bid Submission End Date & Time (IST). | 02.03.22 (12.00 PM) |
| Bid Opening Date & Time (IST). (Technical) | 02.03.22 (2.00 PM) |

6. Bids should remain open for acceptance up to and inclusive of ninety (90) days from the date of opening of the Technical Bid. JSEEMT, may, at its discretion, extend this date and such extension shall be binding on the Bidders unless denied in writing within 2 days after expiry of 90 days. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the EOI shall be deemed to remain open for acceptance till next following working day. The EOI of any bidder who does not keep the offers open for the prescribed period shall be summarily rejected.

7. The prospective bidders are advised to refer to https://jbvnl.co.in for any modification to the EOI Document. The bidders shall ensure that the EOI Documents submitted by them shall contain such modifications, failing which the bids shall be liable to be rejected. The Bidder shall bear all costs associated with the preparation and submission of its tender, and JSEEMT will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

8. The Applicant(s) shall furnish in original as part of its technical offer,

a) A demand draft of Rs.11800.00 towards cost of EOI document (including GST) in favour of DDA Sectt., JUVNL.(Non-Refundable)

b) A demand draft of Rs.100000.000 towards in favour of DDA Sectt., JUVNL towards Earnest Money Deposit.

Offers submitted without demand draft for cost of EOI document and/or EMD or both shall be summarily rejected.

9. JSEEMT reserves the right to reject any or all offers and to cancel the tender enquiry at any stage without assigning any reason.

10. The offers submitted by the Bidders would be governed by all the terms & conditions laid down in the EOI Document, and its annexures, appendices, schedules etc.

11. JSEEMT shall not be responsible for non-accessibility of https://jbvnl.co.in portal due to technical glitches or internet connectivity issues at Bidder’s end.

12. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Bidder’s at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract, comes to the notice of the JSEEMT, the Tendering Authority may reject the relevant Bids, forfeit the Security Deposit (if any), recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Bid(s) and also recommend the case to the concerned authorities or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license. JSEEMT may further debar the agency for at least five years for any of its dealings with such agency.

13. Detailed Terms & Conditions and Instructions governing the EOI can be seen in the EOI Documents.

Administrator

Jharkhand State Electricity Employees Master Trust

**1.00 Introduction**

Jharkhand State Electricity Employees Master Trust (hereinafter JSEEMT) has been constituted pursuant to and in accordance with the terms and conditions contained in the “The Jharkhand State Electricity Reforms Scheme, 2013” and “The Jharkhand State Electricity Reforms Revised Transfer Scheme, 2015” for disbursal of Terminal Benefit Liabilities to the pensioners and employees as on 05.01.2014.

The Trust has been established to ensure that the interest of the Members, as regards payment of Terminal Benefits, is protected. Terminal Benefits for this purpose means the GPF (FW),GSS, Gratuity, Pension, Dearness Allowance, Leave Encashment and other applicable benefits including the right to have the appropriate revisions in the above benefits consistent with the practice that were prevalent in the Board.

JSEEMT manages the funds provided by GOJ and Contribution from cos. Fund means the Pension Fund, Gratuity Fund, Leave Encashment, GPF, GSS etc. and include all sums in cash and other assets retained by the Board of Trustees’ Account or otherwise, in accordance with the terms hereof.

The object of the Trust is to make arrangement for payment of terminal benefits to the members of the Trust i.e. pension and pensionary benefits to the pensioners and employees on their retirement after a specified age or their becoming incapacitated prior to such retirement and for the widows, children and other dependents of such employees on their death or withdrawals for any of the purpose mentioned in this Deed and the Rules & Regulations made there under.

"Member(s)" means the existing employees of erstwhile JSEB (now serving under various transferees as also the employees of erstwhile JSEB, presently on deputation to other departments and pensioners including family pensioners of the erstwhile JSEB, who, on the effective date of the Transfer Scheme i.e. 6th January 2014, were eligible to receive Terminal Benefits in accordance with the JSEB Rules and also any person joining the transferee company/companies as employee after the effective date of the transfer scheme.

Earlier funds were provided by JUVNL to accounting units/cos. for discharge of terminal benefit liabilities in respect of Pension/ Family Pension/ Commuted Pension, Gratuity, Leave Encashment and Group Saving Scheme since 06.01.2014 till March 2018. Thereafter funds were provided by JBVNL to accounting units/cos. from April 2018 to June 2018. The funds provided by JUVNL or JBVNL to accounting units/cos. as stated above was on behalf of JSEEMT. JSEEMT started the transfer of funds against Pension/ Family Pension/ Commuted Pension, Gratuity, Leave Encashment and Group Saving Scheme since July 2018. In addition funds under GPF/CPF head (Refundable Advances, Non Refundable Advances and Final Withdrawal) was provided by old GPF/CPF trust and thereafter by JSEEMT.

**2.00 Assets of the Trust**

The contribution received by the Trust on behalf of the employees, the interest or other income earned on and from the said contributions, amounts lying under the existing trust of the JSEB, or any investments thereof, all securities and investments made out of the fund of the trust and all money and assets that may come into the hands of and/or vested in the Trustees in pursuance of these presents.

**3.00 Management of the Trust Funds**

The funds vest in the Trust and the trust holds and employ the Funds in accordance with the relevant terms and conditions and have the entire custody, management and control of the Funds.

**4.00 Scope of Work**

JSEEMT intends to Engage Agencies for Audit of various aspects pertaining to following:

1. Submission of requisition by respective disbursing units/ cos. (viz. JUVNL, JUUNL, JBVNL & JUSNL) earlier to JUVNL and JBVNL and thereafter JSEEMT for transfer of funds.
2. Transfer of funds to disbursing units/ cos. (viz. JUVNL, JUUNL, JBVNL & JUSNL) by JUVNL and JBVNL and thereafter JSEEMT trust as per there requisition and disbursement thereon as defined in scope of work for the period from 06.01.2014 to 31.03.2022.
3. Contribution due as per provision of The Jharkhand State Electricity Reforms Revised Transfer Scheme, 2015 vis-à-vis amount remitted and amount due.

On above premises, the scope of work (but not limited in any way) is as hereunder:

1. Audit of entire process of submission of requisition after sanction by respective disbursing units/cos. earlier to JUVNL and JBVNL and thereafter JSEEMT for transfer of funds and utilization thereon for the period 06.01.2014 to 31.03.2022 with special emphasis on identification of delay.

Data sheet and due diligence in respect of Commuted Pension, Gratuity, Leave Encashment, Group Saving Scheme and GPF/CPF (Final Withdrawal, Refundable Advances, Non-Refundable Advances) is also to be prepared.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.** | **Head** | **Sl.****No.** | **Head** |
| 1. | Sl. No. | 10. | Details of Transfer of funds by Transferring Unit. |
| 2. | Name of Employee | a | Reference No. |
| 3. | Designation | b | Date |
|  | Date of Joining | c | Amount Transferred |
| 4. | Place of Retirement/Death | 11. | Details of Payment to beneficiary |
|  | Date of Retirement/Death | a | Reference (Voucher No.) |
| 5. | Details of Sanction Order | b | Date. |
| a | Reference | c | Amnt. Paid |
| b | Date | d | Amount of Payment booked in Accounts of accounting/disbursing unit. |
| c | Sanction Order Issue by: |  |  |
| d | Sanctioned Amnt. |  |  |
| 7. | Paying Office  |  |  |
| 8. | Details of Requisition to Transferring Unit |  |  |
| a | Ref. No. |  |  |
| b | Date |  |  |
| c | Amount Requisitioned |  |  |
| Note: This statement is to be prepared Month wise and consolidated month wise / in respect of each Accounting Unit/co. wise for each F.Y. The emphasis should be in identifying the delays in entire process resulting in delay in disbursement to beneficiaries.All dates should be in dd/mm/yyyy formatThe format should be modified taking into consideration the units/cos. involved in successive transfer of funds till disbursement to beneficiary. |

**The month wise due payment as per sanction and requisition of accounting units in case** Commuted Pension, Gratuity, Leave Encashment, Group Saving Scheme and GPF/CPF (Final Withdrawal, Refundable Advances, Non-Refundable Advances) **should be checked with actual disbursement.**

Data sheet and due diligence in respect of Pension/Family Pension.

The master data sheet should be examined for each accounting unit in following format. Initially, the master data of pensioner & family pensioner should be prepared as on 06.01.14 and thereafter updated for each successive month indicating therein the pension due and pension paid.

|  |  |
| --- | --- |
| **For Pensioner** | **For Family Pensioner** |
| Sl. No. | Sl. No. |
| Name of Pensioner | Name of Pensioner |
| Date of Joining | Date of Joining |
| DOB of Pensioner | DOB of Pensioner |
| Date of Retirement of Employee | Date of Retirement of Employee |
| Date of Death of Employee | Date of Death of Employee |
| Place(Office) of retirement/death as the case may be | Place(Office) of retirement/death as the case may be |
| PPO Ref. No. & date | PPO Ref. No. & date |
| PPO Issuing Authority | PPO Issuing Authority |
| Paying Office | Paying Office |
| PAN of Pensioner | PAN of Pensioner |
| Aadhar of Pensioner | Aadhar of Pensioner |
| Name of Family Pensioner | Name of Family Pensioner |
| Basic pension originally sanctioned | Basic pension originally sanctioned to employee |
| Basic Family pension originally sanctioned | Basic Family pension originally sanctioned |
| Commuted Portion (If any) | Date of Death of Pensioner |
| **Details of Bank A/c** | Date of Birth of Family Pensioner as on DOR |
| Name of Bank | Age of Windower/Widow(Family Pensioner) at the time of retirement of pensioner |
| Branchi | PAN of family pensioner |
| A/c No. | Adhar number of family pensioner |
| IFSC Code  | **Details of Bank A/c** |
|  | Name of Bank |
|  | Branch |
|  | A/c No. |
|  | IFSC Code  |
| In case of change of disbursing officer, the new DDO and month should be indicated in remarks column. |

Similarly, pensioner/family pensioner wise due payment as per sanction and requisition of accounting units should be checked with actual disbursement alongwith following details..

|  |  |
| --- | --- |
| **Sl. No.** | **Head** |
| 1. | Sl. No. |
| 7. | Paying Office  |
| 8. | Details of Requisition to Transferring Unit |
| a | Ref. No. |
| b | Date |
| c | Amount Requisitioned |
| 10. | Details of Transfer of funds by Transferring Unit. |
| a | Reference No. |
| b | Date |
| c | Amount Transferred |
| 11. | Details of Payment to beneficiary |
| a | Reference (Voucher No.) |
| b | Date. |
| c | Amnt. Paid |
| d | Amount of Payment booked in Accounts of accounting/disbursing unit. |
| Note: This statement is to be prepared Month wise and consolidated month wise / in respect of each Accounting Unit/co. wise for each F.Y. The emphasis should be in identifying the delays in entire process resulting in delay in disbursement to beneficiaries.All dates should be in dd/mm/yyyy formatThe format should be modified taking into consideration the units/cos. involved in successive transfer of funds till disbursement to beneficiary. |

The agency should cover (but not limited to) the following aspects of fund transfer and utilization by cos. for the period 06.01.2014 to 31.03.2022.

* Reconciliation of funds transferred by JUVNL/JBVNL on behalf of JSEEMT since 06.01.2014 and thereafter by JSEEMT to Successor Cos.
* Reconciliation of Funds Transferred by Successor Cos. to their respective disbursing Unit.
* Reconciliation of utilization of funds transferred by JSEEMT to Successor cos. and its transfer by successor cos. to their respective disbursing Units and its subsequent disbursement to beneficiaries.

The reconciliation of fund transfer & utilization is to be carried out for respective dates for each month (Financial Year wise)

1. To ensure that funds are being utilized & disbursed by respective successor cos. and is disbursing units for the purpose for which it is being transferred.
2. To determine the time lag in transfer and its actual disbursement to beneficiaries.

**B) Audit of contribution due as per provision of “The Jharkhand State Electricity Reforms Revised Transfer Scheme, 2015” vis-à-vis amount remitted and amount due.**

Clause 6.14 of Transfer Scheme, 2015 specifies that the unfunded liabilities accumulated in respect of terminal benefits of the employees will be borne by the State Government as per actuarial valuation. After the effective date, the liability on account of service in the subsequent periods shall be borne by the respective Transferee companies. The contribution from the State Government will be paid in advance in two installments every year i.e. by 31st May and 30th November on the basis of the report of the actuary. The payment by the State Government and the actual cash out flow towards unfunded liability will be adjusted /paid by the State Government on year to year basis and the Transferee companies will be contributing on monthly basis by 7th of the following month.

Section VIII: Contribution (Sl.No.4) Transfer of Amount of Contributions of Trust deed provides as hereunder:-

The successor companies shall transfer the monthly contributions and recovery of advances as per norms prescribed under the relevant Rules and as amended from time to time alongwith complete details (including various components of the contributions) in soft copies to the trust by 7th of each following month through Demand Draft/Cheque/RTGS as per arrangement settled with the Trust by the concerned company. Penal interest at the rate of 18% p. a. or such rate as may be agreed by the Board of Trustees, on the unpaid amount shall be charged for the delayed period, which will be counted from 8th day of that month.

The audit of employee wise contribution due from cos. as per provisions and amount actually remitted is to be reconciled for respective dates for each month (Financial Year wise) to ensure that the cos. are remitting the due amount as per provisions.

**Note:**

**The above scope is tentative and not limited to or exhaustive and includes all works as may be entrusted by trust to achieve its objectives as stated above.**

**C) No. of Disbursing Units in each cos. and No. of Pensioner & Family pensioner ((Tentative as per requisition of cos. for Nov. )**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Company | Unit | Pensioner | Family pensioner | Total |
|  |  |  |  |  |
| **JUVNL** | **JUVNL Sectt** | **174** | **59** | **233** |
|  |  |  |  |  |
| **JUSNL** | **HQ** | 130 | 14 | 144 |
| **TZ Ranchi** | 224 | 140 | 364 |
| **TZ Dumka** | 108 | 18 | 126 |
| **TZ Jamshedpur** | 127 | 95 | 222 |
| **TZ Daltonganj** | 14 | 11 | 25 |
| **TZ Hazaribagh** | 9 | 1 | 10 |
|  |  | **612** | **279** | **891** |
|  |  |  |  |  |
| **JUUNL** | **HQ** | 376 | 29 | 405 |
| **PTPS** | 909 | 708 | 1617 |
| **SIKIDIRI** | 165 | 87 | 252 |
|   |   | **1450** | **824** | **2274** |
|  |  |  |  |  |
| JBVNL | JBVNL SECTT | 272 | 91 | 363 |
| **I** | **ESA Ranchi** | 126 | 105 | 231 |
| **1** | **ESC Ranchi** | 420 | 289 | 709 |
| a | Ranchi East  |  |  |  |
| b | Ranchi Kokar  |  |  |  |
| c | Ranchi Central  |  |  |  |
| a | Ranchi Doranda |  |  |  |
| d | Ranchi West  |  |  |  |
| e | Khunti  |  |  |  |
| **2** | **ESC Gumla** | 70 | 64 | 134 |
| a | Gumla  |  |  |  |
| b | Simdega |  |  |  |
| c | Lohardaga |  |  |  |
| **II** | **ESA Jamshedpur** | 52 | 9 | 61 |
| **1** | **ESC Jamshedpur** | 176 | 112 | 288 |
| a | Jamshedpur |  |  |  |
| b | Mango |  |  |  |
| c | Adityapur  |  |  |  |
| d | Ghatsila  |  |  |  |
| **2** | **ESC Chaibasa** | 67 | 70 | 137 |
| a | Chaibasa |  |  |  |
| b | Saraikela  |  |  |  |
| c | Chakradharpur |  |  |  |
| **III** | **ESA Dhanbad** | 201 | 75 | 276 |
| **1** | **ESC Dhanbad** | 248 | 60 | 308 |
| a | Dhanbad |  |  |  |
| b | Nirsa  |  |  |  |
| c | Govindpur  |  |  |  |
| d | Jharia |  |  |  |
| **2** | **ESA Chas** | 110 | 82 | 192 |
| a | Loyabad  |  |  |  |
| b | Tenughat  |  |  |  |
| c | Chass  |  |  |  |
| **IV** | **ESA Hazaribagh**  | 30 | 7 | 37 |
| **1** | **ESC Hazaribagh**  | 142 | 130 | 272 |
| a | Hazaribagh  |  |  |  |
| b | Barhi |  |  |  |
| c | Chatra  |  |  |  |
| **2** | **ESC Ramgarh** | 65 | 58 | 123 |
| a | Ramgarh  |  |  |  |
| b | Kuju |  |  |  |
| **V** | **ESA Giridih** |  |  |  |
| **1** | **ESC Giridih** | 87 | 81 | 168 |
| a | Giridih (S)  |  |  |  |
| b | Giridih (N)  |  |  |  |
| **2** | **ESC Koderma** | 104 | 99 | 203 |
| a | Koderma |  |  |  |
| **VI** | **ESA Daltonganj** | 19 | 7 | 26 |
| **1** | **ESC Daltonganj** | 126 | 67 | 193 |
| a | Daltonganj  |  |  |  |
| b | Chhattarpur |  |  |  |
| c | Latehar  |  |  |  |
| **2** | **ESC Garhwa** | 29 | 25 | 54 |
| a | Garhwa-I |  |  |  |
| b | Garhwa-II (Nagarutari) |  |  |  |
| **VII** | **ESA DUMKA** | 17 | 10 | 27 |
| **1** | **ESC DUMKA** | 97 | 76 | 173 |
| a | Jamtara |  |  |  |
| b | Dumka  |  |  |  |
| **2** | **ESC Sahebganj** | 65 | 60 | 125 |
| a | Sahebganj |  |  |  |
| b | Pakur |  |  |  |
| **3** | **ESC DEOGHAR** | 330 | 197 | 527 |
| a | Deoghar  |  |  |  |
| b | Madhupur |  |  |  |
| c | Godda |  |  |  |
|   |   | **2,853** | **1,774** | **4627** |
| NOTE: The list of accounting units are to be verified from respective cos. For each F.Y and audit process is to be executed for all such offices**.** |

**D) Company wise No. of Pensioner & Family pensioner (Tentative as per requisition of cos. for Nov. )**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Company | Pensioners | Family pensioners | Total | Remarks |
| 06.01.2014 | JSEB) | 5129 | 2419 | 7548 | Actuarial Valuation PFC |
|   |   |   |   |   |   |
| 31.03.2014 | JUVNL | 732 | 93 | 825 | Actuarial Valuation 31.03.2014 |
| JUSNL | 471 | 240 | 711 |
| JBVNL | 2,495 | 1,471 | 3,966 |
| JUUNL | 1224 | 698 | 1,922 |
|   | **Total** | **4,922** | **2,502** | **7,424** |
|   |   |   |   |   |   |
| 31.03.2020 | JUVNL | 189 | 47 | 236 | Actuarial Valuation 31.03.2021 |
| JUSNL | 457 | 239 | 696 |
| JBVNL | 3,056 | 1,575 | 4,631 |
| JUUNL | 1,688 | 869 | 2,557 |
| **Total** | **5,390** | **2,730** | **8,120** |
|   |   |   |   |   |   |
| Nov-21 | JUVNL | 174 | 59 | 233 | Pension requisition NOV 2021 |
| JUSNL | 612 | 279 | 891 |
| JBVNL | 2853 | 1774 | 4,627 |
| JUUNL | 1450 | 824 | 2,274 |
| **Total** | **5089** | **2936** | **8,025** |

The actual no. for each month is to be reconciled and an exception report regarding discrepancies is to be submitted.

**5.00 GENERAL TERMS & CONDITIONS**

1. The EOI Document and other detailed terms & conditions are available at https://jbvnl.co.in (for reference and submission of EOI).
2. Interested parties may submit their EOI along with documentary evidence relevant to Experience /Capability Criteria given in Annexure –I & Financial bid given in Annexure II in a separate envelopes addressed to The Administrator, Jharkhand State Electricity Employees Master Trust, Engineering Building, Room No.-103, Dhurwa, Ranchi-834004.
3. Agencies are advised to go through and follow the instructions provided at Appendix-I regarding ‘Instructions for EOI Submission’.
4. EOI and supporting documents should be submitted in hard copy in sealed envelope as mentioned in Appendix- II.
5. The selected agency shall not sublet, transfer or assign the Contract, any part thereof. In case of subletting, the Contract shall be summarily terminated at the risk & cost of the agency and Security Deposit shall be forfeited, without prejudice to any rights or remedies the Corporation may have under the Contract and Law.
6. The Agency will be selected under Quality and Cost based Selection (QCBS) method as described in this Tender Document. **(70% for technical bid and 30% for financial bid).**
7. Fees quoted should be in terms of Rupees only. If any bidder quotes NIL or Zero rate in the financial bid, the bid will be summarily rejected
8. Note: - While quoting rates in the Price Bid, bidders are expected to take into consideration following factors:-
	1. All rates will be treated as fixed price for the period of the contract. No escalation whatsoever shall either be claimed or considered.
	2. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The Price Bid has been given as a standard BOQ format with the tender document. The same is to be downloaded and to be filled & submitted by all the bidders. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
9. The payment of fees shall be made by JSEEMT after rendering satisfactory services in the following manner.
	1. Payment shall be released by JSEEMT on submission of pre receipted Tax invoices in duplicate along with required documents after completion of assignment.
	2. No advance payment will be paid to the agency. The payment shall be made against the submission of proper Tax invoices.
	3. The admissible Fee will be paid into the Bank Account of the Bidder maintained in any Bank located in India in Indian Rupee only.
10. No expense other than the fees quoted plus taxes will be payable for the entire scope of work/deliverable. No additional out of pocket expenses will be payable.
11. JSEEMT reserves the right to cancel the tender without assigning any reasons.
12. The assignment is for following duration from the date of award of the Contract.

JUVNL – 2 Months

JUUNL- 3 Months

JUSNL- 5 Months

JBVNL- 6 Months.

1. Person(s) signing the Bids shall state their legal capacity in the firm, e.g., proprietor, partner of the firm / LLP or as a Secretary /Manager / Director etc., of a Limited Company etc.
2. In case of delay on part of agency, 05.% per week of delay or par thereof will be levied as liquidated damages subject to maximum of 10% of contract value.
3. In case at any time, the performance is found unsatisfactory , JSEEMT reserves the right to cancel the work and forefeet the security.
4. The person signing the Bid or any other documents forming part of the Bid as a Power of Attorney holder of the Firm shall be responsible to produce a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly attested by a Notary Public in his favour, stating that he has authority to bind the firm in all matters, pertaining to the Contract.

If at any stage it is found that the person concerned had no such authority JSEEMT may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and consequences.

1. The Agency shall perform the services with due care and in accordance with the requirements of the Trust and shall comply with all applicable provisions, laws, regulation, instructions of GOJ/GOI and other statutory bodies.
2. The contract awarded to agency can be terminated by JSEEMT by giving one month advance notice in this regard.
3. JSEEMT reserves the right to appoint one or more agency

**6.00 Pre-Qualification Eligibility Evaluation**

1. Bidders fulfilling the pre-qualification criteria shall be shortlisted.

2. JSEEMT will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed & stamped and whether the bids are generally in order.

3. The bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the bid document. The bids, which do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

4. The following are some of the important aspects, for which a bid shall be declared non – responsive during the evaluation and will be rejected:

a)EMD Certificate not deposited

b)Undertaking not provided

c)Each page of tender documents are not signed and not submitted

d)Bid validity 90 days from the date of Opening Technical bid

e)Poor/ unsatisfactory past performance

f)Incomplete information

g)Lack of required documents

**6.00. MINIMUM ELIGIBILITY CRITERIA FOR TECHNICAL BID**

The technical Bid should contain the following information supported by required documents. The interested CA/CMA firms are advised to read and understand the eligibility criteria mentioned herewith before submitting their tender.

Bidders must ensure the documentary proofs to substantiate the minimum eligibility criteria mentioned below in their technical bid, otherwise the bid shall not be considered for evaluation.

|  |  |  |
| --- | --- | --- |
| **Sl.** **No.** | **MINIMUM ELIGIBILITY CRITERIA** | **DOCUMENT TO BE SUBMITTED AS PROOF** |
| 1. | EMPANELLMENT WITH C&AG: The CA/CMA Firm should be empanelled with the Comptroller & Auditor General of India (C&AG) since F.Y. 2019-20 or before. | Certified copy of empanelment letter issued by C&AG. |
| 2. | FIRM’S REGISTRATION CERTIFICATE: With ICAI/ICMAI | Copy of Firm Registration Certificate (FRC) issued by The Institute of Chartered Accountants of India or The Institute of Cost Accountants of India and Copy of certificate of practice of all the Partners/members of firm. |
| 3. | EXPERIENCE: The CA/CMA Firm should have experience of at least Seven F.Y.’s (7) years from the date of registration of the firm (inclusive), as on date of opening of Technical bid (inclusive). | Certified copy of registration of firm and COP of Partners at the time of Registration of Firm.  |
| 4. | NO. OF PARTNERS: The CA/CMA firm should have at least five (5) partners on the date of tender submission and at least three (3) should be Fellow member. | Certificate of practice of each partner issued by The ICAI or The ICMA of each partner/member. |
| 5. | NO. OF QUALIFIED CA/CMA The CA/CMA firm should have at least five (5) CA/CMA as employee (other than partners) as on the date of tender submission out of which at least three (3) should be Fellow member. | Membership certificate of all the employees  |
| 6. | NO. OF INTERNAL AUDIT ASSIGNMENTS: The CA/CMA firm should have conducted at least five internal audits assignments for any Central/ State Govt. Depts. or Central/State Govt. Autonomous Bodies/Statutory Bodies/ Undertakings during last seven F.Y. In case of Central/ State undertakings the minimum annual turnover of the undertaking should be at least Rs.50.00 Crore during the F.Y. of assignment. | Copy of Work Orders and Completion Certificate along with copy of Audited Financial Statements of the client should be submitted for each assignment.The annual turn-over for each client as required above shall be as per their Audited Financial Statements for the respective financial year in which the assignment was completed. |
| 7. | ANNUAL TURNOVER OF THE FIRM: The annual average turnover of the CA/ CMA Firm shall not be less than Rs.1.00 Crores for last three financial years i.e. 2018-19, 2019-20 and 2020-21. | Copy of Audited Financial Statements of last three F.Y.’s years viz. 2018-19, 2019-20 & 2020-21 should be submitted. |
| 8. | LOCATION OF CA FIRM’s OFFICE: The CA/CMA firm should have main/branch office in any district of Jharkhand.In case the CA/CMA firm does not have registered/main office in any district of Jharkhand, then the agency should submit undertaking that they will establish office in Jharkhand for this assignmentFurther, the CA/CMA firm shall provide a list of their branch offices located across Jharkhand. |  |
| 9. | The firm has not been blacklisted or otherwise debarred during the last five years by JSEEMT or any Central/State Govt. Depts./Undertakings or Central/State Govt. Autonomous Bodies or any other client. | Undertaking in Letter Head |
| 10. | Whether any legal/arbitration proceedings are instituted against the Firm or the firm has lodged any claim in connection with works carried out by them. If yes, please give details | Undertaking in Letter Head |
| 10. | TAXPAYER INFORMATIONThe bidder should be registered with the Tax Department. | Income Tax Registration (PAN No/TAN No.)GSTIN Registration |
| 11. | Tender Acceptance & NON Blacklisting Certificate | As per Annexure I. |
| 12. | Technical bid Documents | As per Annexure II. |
| 13. | Price Bid | As per Schedule I. |
| All supporting documents to be submitted should be self-attested by the bidder. |

**7. TECHNICAL BID EVALUATION**

The bidders who clear the prequalification norms shall be considered for technical evaluation. Technical bid will be examined to determine the completeness of each document submitted. If any of these documents or information is missing, the offer may be rejected. The technical evaluation will consist of profile of the bidder and proposal. Bidders securing 70% marks or above will only be considered technically qualified.

**8. EVALUATION OF TECHNICAL BID (The Rating Sheet)**

The bids received from the will be evaluated in terms of following parameters and points will be given as defined below. Further the points will be awarded to the bidder on the following basis:-

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | Particulars | Maximum Point | Remarks |
| 1. | EXPERIENCE: The CA/CMA Firm should have experience of at least Seven F.Y.’s (7) years from the date of registration of the firm (inclusive), as on date of opening of Technical bid (inclusive). | **10** | 5 points for at least Seven F.Y.’s (7) years from the date of registration of the firm (inclusive), as on date of opening of Technical Bid (inclusive) and thereafter 0.5 marks for each additional F.Y. |
| 2. | NO. OF PARTNERS: The CA/CMA firm should have at least five (5) partners on the date of tender submission and at least- three (3) should be Fellow, member. | **10** | 5 Marks for at least five (5) partners on the date of tender submission and at least three (3) should be Fellow member. Thereafter 1 marks for each additional partner who is a fellow member and 0.5 marks for each additional qualified partner (not being a fellow member) |
| 3. | NO. OF QUALIFIED CA/CMA -The CA/CMA firm should have at least five (5) CA/CMA as, employee (other than partners) as on the date of tender submission out of which at least three (3) should be Fellow member. | **10** | 5 Marks for at least five (5) Chartered Accountants/Cost Accountant as employee **(other than partners)** as on the date of tender submission out of which at least three (3) should be Fellow member.Thereafter 1 marks for each additional partner who is a fellow member and 0.5 marks for each additional qualified partner (not being a fellow member) |
| 4. | NO. OF INTERNAL AUDIT ASSIGNMENTS: The CA/CMA firm should have conducted at least five internal audits assignments for any Central/ State Govt. Depts. or Central/State Govt. Autonomous Bodies/Statutory Bodies/ Undertakings during last seven F.Y. In case of Central/ State undertakings the minimum annual turnover of the undertaking should be at least Rs.50.00 Crore during the F.Y. of assignment. | **20** | 15 marks for conducting at least five internal audits assignments Thereafter, 2.5 marks for each additional assignments. |
| 7. | ANNUAL TURNOVER OF THE FIRM: The annual average turnover of the CA/ CMA Firm shall not be less than Rs.1.00 Crores for last three financial years i.-e. 2018-19, 2019-20 & 2020-21 | **10** | 5 marks for annual average turnover of the firm being not less than Rs.1.00 Crores and thereafter additional 2.5 Marks for additional 50 Lakhs. |
| 8. | LOCATION OF CA FIRM’s OFFICE: The CA/CWA firm should have the main/branch office in any district of Jharkhand.In case the CA/CWA firm does not have registered/main office in any district of Jharkhand, then the agency should submit undertaking that they will establish office in Jharkhand for this assignmentFurther, the CA/CWA firm shall provide a list of their branch offices located across Jharkhand. | **10** | 5 Marks for any one registered /main/branch office in any district of Jharkhand and additional 2.5 marks for each additional branch office in Jharkhand. |

Note:

i) If any bidder is not fulfilling any of the above Pre-qualification criteria, they need not submit their bid as their bid shall be liable to be summarily rejected.

ii) The Firms securing at least 70% marks based on above system shall be considered as qualified and eligible for opening of financial bid**.**

**9. FINAL COMBINED EVALUATION PROCESS OF BID**

The Technical and Price Bid of technically qualified bidder shall be evaluated separately. Tendering evaluation shall be done on marks scored by the Bidder on both Technical and financial Criteria. The weight age for Technical Bid is set at 70% whereas the weightage for financial Bid is set at 30%.

Technical Bid Evaluation Criteria - All qualified bids will be evaluated as per the score provided in clause 8.

Price Bid Evaluation Criteria - After the cost comparison and bringing all costs to a standard evaluation number the price proposal will be evaluated using QCBS. The lowest evaluated Price Proposal will be given the maximum price score of 100 points. The price scores of the other Price Proposals will be computed on relative scale.

Combined Final Evaluation- Proposals will finally be ranked according to the total score

(Technical Score + Financial Score)

.

Formula for Determining the Price Scores

* 70% weightage will be awarded for Technical Evaluation and 30% weightage will be awarded for Financial Evaluation.
* Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the clause 8.
* The Price bid would be normalized on a scale of 100, with lowest score being normalized to100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.
* Final Evaluation Criteria Quality and Cost based selection (QCBS)

The individual Bidder's Price bids are normalized as per the formula below:

Fn= Fmin/Fb \*100 (rounded off to 2 decimal places)

Where, Fn= Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote amongst all bidders.

Composite Score (S) = Ts \* 0.7 + Fn\* 0.3

The Bidder with the highest Composite Score(s) would be awarded the contract.

The evaluation will be done for each co. separately based on quoted price for each co. by respective firms and work will be awarded to the firm scoring highest score as per evaluation procedure defined in document.

In case of discrepancy in Amount in Figures and Amount in words, the Amount in Figures only will be considered.

In no case, a firm will be allotted work for more than two cos. even if it is the highest scorer. in following sequence .

Jharkhand Bijli Vitran Nigam Limited .

Jharkhand Urja Utpadan Nigam Limited.

Jharkhand Urja Sancharan Nigam Limited.

Jharkhand Urja Vikas Nigam Limited.

The successive allotment will be carried out on basis of second highest scorer, third highest score and so on and who agrees to match the lowest price quoted by bidders for that co.

**10.00 SECURITY DEPOSIT:**

1. The successful agency shall furnish a sum, within fifteen working days of acceptance of Tender, as a Security Deposit equivalent to 5% of the Contract value subject to a minimum of Rs.1.00 Lac for the due performance of its obligations under the Contract.

Security Deposit should be in shape of Demand Draft and drawn in favour of DDA Sectt., JUVNL payable at Ranchi.

2. In case of failure of Bidder to deposit the Security Deposit within 7 working days of acceptance of the Bid, further one time extension of 15 working days may be given by Competent Authority subject to levy of penalty @ 1% of Security Deposit.

3. The Security Deposit furnished by the Bidder will be subject to the terms and conditions given in the bid document and JSEEMT will not be liable for payment of any interest on the Security Deposit.

4. In the event of the Bidder’s failure, after the communication of acceptance of the bid by JSEEMT, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated.

Any losses or damages arising out of and incurred by the Trust by such conduct of the agency will be recovered from it, without prejudice to any other rights and remedies available to JSEEMT under the Contract and Law.

The bidder may further be debarred from entering into any transaction with JSEEMT for a period of at least 5 years or more as per decision of competent authority. After the completion of prescribed period of five years, the bidder may be allowed to participate in the future Tenders of JSEEMT at sole discretion of JSEEMT provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the bidder/Party.

5. If the successful Bidder had previously held any Contract and furnishes Security Deposit, the same shall not be adjusted against this bid and a fresh Security Deposit will be required to be furnished. The Security Deposit will remain with JSEEMT during the currency of Contract and shall be released only on the successful completion of the Contract to the satisfaction of the Corporation and shall carry no interest.

6. Trust will NOT be responsible for any delay on the part of the bidder in submission of the bids.

7. The bids submitted by telegram/ fax/ E-mail etc. shall not be considered. No correspondence will be entertained on this matter.

8. No deviations from tender terms and conditions (Be it for Bid submission, Price Schedule or any other conditions) will be accepted. Any violation thereof will lead to the rejection of the bid.

**11.00 FORCE MAJEURE**

A Force Majeure means any event or circumstance or a combination of events and such as:

* Drought, lighting, earthquake, landslides, tempest, cyclone, hurricane, whirlwind, storm, floor, and other unusual or extreme adverse weather or environment conditions, transporter’s agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion or other events of natural disaster of rare severity.
* Epidemic or strikes.
* Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of political or social nature.
* Expropriation, confiscation, or nationalization of the Facilities/Project by Govt. or a competent Authority;
* The imposition of any blockade, embargo, import restrictions, rationing or allocation by Govt.
* Any decision or order of a court or tribunal which has the effect of restraining all or any part of the activities concerning the provision of Services.
* Any event or circumstances of a nature analogous to the foregoing.
* Which are beyond the reasonable control of the affected Party, which such party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of severe magnitude and have a Material Adverse Effect on the affected party’s obligations under this Agreement. A party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

**9.1 PROCEDURE FOR FORCE MAJEURE**

If a party claims relief on account of a Force Majeure, then the Party claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the parties obligation under the Agreements. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

**9.2 REVISED TIMETABLE**

Provided that the party claiming to be affected by the Force Majeure has complied with the notice procedure, any time period specified in this Agreement for the performance of an obligation, including the term of this Agreement, shall be appropriately extended for a period equal to that during which the effect of the Force Majeure applies to the obligation.

**9.3 CONSULTATION AND DUTY TO MITIGATE**

The Party claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure and restore its ability to perform its obligations under this Agreement as soon as reasonably practical. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses to each Party resulting from the Force Majeure.

**9.4 PROLONGED FORCE MAJEURE**

In the event Force Majeure continuously impedes or prevents a Party’s performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.

**9.5 EXCEPTIONS APPLICABLE TO PARTIES**

The Parties shall not have the right to consider any of the following circumstance to be a Force Majeure that would suspend the performance or excuse the non-performance of their obligations under this Agreement:

1. Unreasonable delay in performance or any damages attributed to the Management and Operations Staff, agents, Affiliates or Bidders;
2. Non- performance by the Party or its Management and Operations Staff, agents Affiliations or Bidders that is caused by or connected with its/their
* negligent or intentional acts, efforts, omissions or Fraud;
* failure to comply with the Law or conditions of clearances; or
* Breach under this Agreement.
1. Any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of this Agreement or avoided or overcome in the carrying out of its obligations hereunder.
2. An insufficiency of funds or failure to make any payment required hereunder.
3. Sabotages, closure/disruption of operations due to industrial unrest within the seller organization, closure/disruption of the operations directly initiated by the party.
4. Changes in any of the tax or Duty structure and any variations in exchange rate.

**10. LAWS GOVERNING THE CONTRACT AND DISPUTE RESOLUTION**

The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the Court of law of competent jurisdiction. The Courts in Ranchi shall have exclusive jurisdiction to adjudicate the disputes arising under the Contract. The successful bidder shall take all required actions for compliance of all applicable laws of India such as EPF/ESI/Minimum wages etc. and other statutes required in case of instant contracts and at all times indemnify JSEEMT against all losses arising out of non compliance of any of the statutes by the agency.

**APPENDIX - I**

**Instructions for Bid Submission**

1. Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
2. After downloading /getting the tender document/schedules, the Bidder should go through it carefully and then submit the documents as stipulated, otherwise bid will be rejected. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
3. It is construed that the Bidder has read, understood and accepted all the terms and conditions before submitting their offer. **Bidders are advised to compulsorily attend the pre bid meeting for obtaining clarification on functioning etc. of JSEEMT.**
4. If there are any clarifications, this may be obtained through the site or during the pre-bid meeting, if any up to four days before the date of opening of the bid. Bidder should take into account any corrigendum/addendum published from time to time and such modifications will be binding on the bidder notwithstanding whether the Bidder has uploaded his bid document or not.
5. Bidder should submit the cost of tender document and EMD as specified in the tender.
6. While submitting the bids, the Bidder should read the terms & conditions and accept the same to proceed further to submit the bid packets.
7. The price bid format is provided alongwith this document. The Price Bid/BOQ template shall not be modified/ replaced by the Bidder; else the bid submitted is liable to be rejected for this tender.
8. The TECHNICAL BIDS will be opened at prescribed time and date as mentioned in the critical date sheet.
9. JSEEMT may at any time prior to the opening of the Tender and for any reason, whether at its own initiative or in response to any on-line query sought by a Bidder modify the Tender document by way of an addendum/corrigendum to the original Tender and such modification will be binding on all Bidders.
10. The addendum/corrigendum would be uploaded at https//jbvnl.co.in
11. The offer should be submitted under two Bid System:

(i) A - Technical Bid (ii) B - Price Bid

**APPENDIX - II**

**TECHNICAL BID FOLDER/COVER:**

The Technical Bid alongwith required documents should be enclosed in sealed envelope superscripted as hereunder:

Bid Document for Document for Engagement of Agencies by Jharkhand State Electricity Employees Master Trust for Audit. [EOI No. - EOI/04/Audit/2021-22]

Do Not Open Before: [Mention Due Date]

The envelope should be addressed to:

The Administrator, Jharkhand State Electricity Employees Master Trust, Engineering Building, Room No. -102 , HEC, Dhurwa, Ranchi-4, E-mail: adm.jssemt@gmail.com

The Envelope should bear the name/address and seal of the agency submitting the EOI.

**List of Documents to be enclosed in Technical Bid**

i. DD of Tender Fee and EMD

ii. Copy of ‘Tender Application’ in the prescribed format Annexure-I, duly signed.

iii. Copy of “Particulars of Bidder” as prescribed in Annexure- II.

iv. Schedule of price bid as prescribed in Schedule I.

v. Self- attested copy of Registered Deed of partnership of the firm, Registered Partnership Agreement of LLP along with Certificate of Incorporation, Memorandum & Articles of Association and certificate of incorporation of company etc. as applicable.

vi. Notarised copy of Power of Attorney in respect of Authorized signatory for signing the bids.

vii. Copy of PAN card of the firm.

viii. Copy of GST registration number of the firm.

ix. Self- attested copy of documents in support of the Minimum eligibility & other criteria stipulated in the Bid Document.

x. Self- attested copy of duly audited P&L account and Balance sheet of last 3 Financial Years.

xi. All documents as required in support of qualification criteria.

**List of document(s) to be uploaded in Financial bid folder/cover:**

Bid document PART – B, Forwarding letter of Price Bid.

BOQ as per format

**Both TECHNICAL BID FOLDER and Financial bid folder as stated above should be sealed in separate envelope and superscripted as hereunder:**

Bid Document for Document for Engagement of Agencies by Jharkhand State Electricity Employees Master Trust for Audit.[EOI No. - EOI/04/Audit/2021-22]

Do Not Open Before: [Mention Due Date]

The envelope should be addressed to:

The Administrator, Jharkhand State Electricity Employees Master Trust, Engineering Building, Room No. -103 , HEC, Dhurwa, Ranchi-4, E-mail: adm.jssemt@gmail.com

The Envelope should bear the name/address and seal of the agency submitting the EOI.

Note: All documents as required to be submitted needs to be signed/self-attested by authorized signatory and duly stamped. The above list of documents are only indicative, the bidders are advised to refer to the respective Bid document clause in respect of various documents to be submitted. If the bidder fails to submit any of the document, the bid shall be summarily rejected.

**PART – A**

**TECHNICAL BID**

**ANNEXURE-1**

To,

The Administrator

Jharkhand State Electricity Employees Master Trust

Engineering Building, Room No. -

HEC, Dhurwa, Ranchi-4

E-mail: adm.jssemt@gmail.com

Dear

Sir,

With reference to your EOI enquiry EOI No.- EOI/04/Audit/2021-22 Engagement of Agencies by Jharkhand State Electricity Employees Master Trust for Audit , I submit the EOI under two bid system for appointment as specified in the document.

2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Bidder and its annexure & appendices and agree to abide by them.

3. I agree to keep the offer open for acceptance upto and inclusive of 90 days from the date of opening of Technical Bid and to the extension of the said date in case it is so decided by JSEEMT.

4. I/We shall be bound by communication of acceptance of the offer dispatched within the time.

5. I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.

6. I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.

7. I/We hereby enclose demand draft of Rs……………….(DD No………Dated………) towards cost of Tender Document and demand draft of Rs……………….(DD No………Dated………) towards EMD. In the event of my/our tender being accepted I/We agree to furnish Security Deposit as stipulated in the tender and put in place the necessary services within fifteen working days of acceptance of the Tender.

8. I/We hereby declare that my/our firm has not been blacklisted or otherwise debarred during the last five years by JSEEMT or any Central/State Govt. Depts./Undertakings or Central/State Govt. Autonomous Bodies or any other client.(\*)

OR

I/We hereby declare that my/our Firm was blacklisted/debarred by \_(here give the name of the client) for a period of \_, which period has expired on \_. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(\*)

(\*) (strike out whatever is not applicable)

9. I/We hereby declare that no contract entered into by me/ my Firm with the JSEEMT, or any other Public Sector Undertaking or any government, or any other Central/State Govt. Depts./Undertakings or Central/State Govt. Autonomous Bodies or any other client.(\*), has been terminated before the expiry of the contract period at any point of time during the last five years for breach of any terms and conditions.

10. I/ we hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/us with the JSEEMT, or any Central/State Govt. Depts./Undertakings or Central/State Govt. Autonomous Bodies during the last five years for breach of any terms and conditions.

11. I/We hereby declare that the Bidder Firm, its proprietor / any of the partners / any of the Directors have not been, at any time, convicted by any court for any offence involving moral turpitude or sentenced to imprisonment for a period of three years or more.

12 I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the JSEEMT shall have the right to disqualify me/us without giving any notice or reason therefor or summarily terminate the contract, without prejudice to any other rights that JSEEMT may have under the Contract and Law.

13. I/We shall not share the data/information and analysis relating to JSEEMT, obtained during course of their audit and physical verification with any other person and entity.

14. I/We undertake that any information pertaining to the Central and State Government or any other agencies involved in business with JSEEMT which comes to the knowledge of the firm/organisation in connection with this assignment will be deemed to be confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. I also agree that I shall ensure due secrecy of information and data as same is not intended for public distribution.

Date: Signature of Authorized Person

Place: Full Name:

Seal:

**ANNEXURE – II**

**Particulars of Bidder: (For Prequalification criteria evaluation)**

|  |  |  |
| --- | --- | --- |
| **Sl. No.** | **Particulars** | **Details and Enclosed Reference** |
| 1. | Name of the Firm |  |
| 2. | Incorporated as …………………….in year………….at……. |  |
| 3. | Registered Office Address Name of the Nodal Partner Designation Telephone Numbers Fax Numbers E-mail Mobile No. |  |
| 4. | Empanelment With C&AG |  |
| 5. | Registration: With ICAI/ICMAI |  |
| 6. | Whether having experience of at least Seven F.Y.’s (7) years from the date of registration of the firm (inclusive), as on date of opening of Technical bid (inclusive). (Yes/ No) enclose documents. |  |
| 7. | No. of Partners: CA/CMAFellow MemberAssociate Member |  |
| 8. | No. of Employees: CA/CMAFellow MemberAssociate Member |  |
| 9. | NO. OF INTERNAL AUDIT ASSIGNMENTS: The CA/CMA firm should have conducted at least five internal audits assignments for any Central/ State Govt. Depts. or Central/State Govt. Autonomous Bodies/Statutory Bodies/ Undertakings during last seven F.Y. In case of Central/ State undertakings the minimum annual turnover of the undertaking should be at least Rs.50.00 Crore during the F.Y. of assignment.Provide for each such order: Name of Client, Work Order reference, Completion Certificate Reference, Annual Turnover of client as required. |  |
| 10. | ANNUAL TURNOVER OF THE FIRM: F.Y. 2018-19,F.Y. 2019-20F.Y. 2020-21:Annual Average Turnover during Last Three Years: |  |
| 11. | Address of registered / main office |  |
| 12. | Address of Branch offices |  |
| 13. | Confirm whether The firm has not been blacklisted or otherwise debarred during the last five years by JSEEMT or any Central/State Govt. Depts./Undertakings or Central/State Govt. Autonomous Bodies or any other client.(Yes or No) |  |
| 14. | Confirm Whether any legal/arbitration proceedings are instituted against the Firm or the firm has lodged any claim in connection with works carried out by them. If yes, please give details.(Yes or No) |  |
| 15. | PAN No. of Bidder (enclose a copy of PAN of the firm) |  |
| 16. | Goods and Service Tax Registration No. (enclose a copy of GSTIN registration number of the firm) |  |
| 17. | Confirm Whether terms and conditions are acceptable or no. |  |
| 18. | Name of the Contact Person authorized to sign tender documents with Telephone: Mob. Nos. : email ids. |  |

Date: Signature of Authorized Person

Place: Full Name:

Seal:

NOTE:

1. For detailed Terms & Conditions the respective Bid document clause may be referred.

2. In support of all the minimum eligibility criteria, Bidders shall furnish along with Technical bid self- attested copies of documentary proof failing which the Bids are liable to be rejected. In support of the experience criteria, Bidder shall furnish self-attested copies of the Certificates

3. The Bidder shall furnish & upload self-attested copies of the Audited Profit & Loss Accounts and Balance Sheet of the immediate preceding three financial years 2020-21 and the documentary proof of the PAN and GST registration.

**PART– B**

**PRICE BID**

**Forwarding Letter**

To,

The Administrator

Jharkhand State Electricity Employees Master Trust

Engineering Building, Room No. -

HEC, Dhurwa, Ranchi-4

E-mail: adm.jssemt@gmail.com

Ref. EOI No.- Engagement of Agencies by Jharkhand State Electricity Employees Master Trust for Audit

Dear Sir,

I/We, submit the price bid for engagement of Agency for Audit by JSEEMT.

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the Bid document and agree to abide by them.

3. I/We hereby offer to provide services to JSEEMT as per the rates of Fee as indicated in the schedule of price Bid.

4. I/We undertake that I/We are not entitled to claim any enhancement of Fee on any account during the tenure of the contract.

5. I/We undertake that the rate quoted in the Price Bid is inclusive of all applicable taxes except GST.

Yours faithfully,

Date: Signature of Authorized Person

Place: Full Name:

Seal:

**Schedule - I**

**SCHEDULE OF PRICE BID**

|  |  |  |
| --- | --- | --- |
| Sl.No. | Description of work | Consolidated Firm Fees(inclusive of all taxes except GST) |
| Amount in Figures | Amount in words |
| 1 | Professional fee for Providing Services As Per Scope Of Work Defined In EOI Document |  |  |
| I | Jharkhand Urja Vikas Nigam Limited |  |  |
| Ii | Jharkhand Urja Utpadan Nigam Limited  |  |  |
| iii | Jharkhand Urja Sancharan Nigam Limited  |  |  |
| iv | Jharkhand Bijli Vitran Nigam Limited  |  |  |
|  | Total Fees |  |  |
|  | Percentage Rate of GST on Date of submission of EOI |  |  |
| Note:  Please quote under each head.GST will be considered extra for evaluation of Price Bid as per applicable rates on date of bidding. Further GST will be allowed extra against invoices as per applicable rates on due date of Invoicing.The evaluation will be done for each co. separately based on quoted price for each co. by respective firms and work will be awarded to the firm scoring highest score as per evaluation procedure defined in document.In case of discrepancy in Amount in Figures and Amount in words, the Amount in Figures only will be considered.In no case, a firm will be allotted work for more than two cos. even if it is the highest scorer in following sequence .Jharkhand Bijli Vitran Nigam Limited .Jharkhand Urja Utpadan Nigam Limited. Jharkhand Urja Sancharan Nigam Limited. Jharkhand Urja Vikas Nigam Limited.The successive allotment will be carried out on basis of second highest scorer, third highest score and so on and who agrees to match the lowest price quoted by bidders for that co. |

1. The Bidder shall quote Consolidated Fee (inclusive of all taxes, except GST).

2. Rates quoted in any other manner than the above will be summarily rejected. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

4. The Fee shall be quoted in Indian Rupee only.

5. The applicable GST will be paid in addition to fees quoted above.

Date: Signature of Authorized Person

Place: Full Name:

Seal: