



KUMAON MANDAL VIKAS NIGAM LTD.

Oak Park House, Mallital, Nainital, Uttarakhand 263002

Email Address: kmvn@yahoo.com

NIB No. 2023-24/KMVN/Acc

Date: 05.09.2023

NOTICE INVITING BID (E-BID NOTICE)

KUMAON MANDAL VIKAS NIGAM LTD (KMVN) invites competitive e-bids from eligible bidders for "Engagement of Consultant for Accounts & Reconciliation work of All Units and Head Office, Consolidation of Accounts and Preparation of Annual Financial Statements of KMVN for Financial Year 2022-23 & 2023-24. Details are as given under:-

S. N.	Nature of Work	Tender Fee	Bid Security (EMD)	Last Date of Submission of Bids
1	Preparation of accounts, periodical MIS including inter unit & all bank reconciliations, Reports of KMVN and its Unit Hotels/ Leased/Rental/Owned Properties/ Rest Houses (65 units) situated at all over Kumaon, Gas agencies (49 units) spread across Kumaon, Cave Garden, Ropeway, Shopping Complex, Mining activity, Petrol Pumps (2 units), Industrial Units: Parvat Wires, Parvat Plastics and Masala Udyog, P.R.O. at Ahmedabad, Delhi, Dehradun, Kolkata, Lucknow, Mumbai, Pune besides others, head office including sections and any other activities/ business operated/ run by KMVN Ltd., Consolidation work of Accounts as per Companies Act 2013, Preparation of Annual Financial Statements and Accounting Manual with training of staff for the financial Year 2022-23 & 2023-24 with compliance reporting on GST, Income Tax, ROC & Tax audit U/s 44AB of IT Act, 1961.	5,900/- (Including GST)	2,50,000/-	26-09-2023 (upto 01:00 PM)

Detailed Bid Document for the Work can be downloaded from Uttarakhand e-tendering portal www.uktenders.gov.in, or through KMVN website www.kmvn.in tender notice section portal. All further updates will be available only on these websites, therefore, interested parties are advised to visit these websites regularly. The approximate value of the procurement is Rs.63.00 lacs (excluding GST). Mode of participation in the tender is through e-tendering portal www.uktenders.gov.in only.

Last Date of submission of Bid is 26-09-2023 up to 01:00PM. Demand Draft of KMVN Tender Fee/Earnest money deposit (EMD) shall be in favour of "**Managing Director, KMVN**" payable at Nainital. Scanned copy of Demand Drafts shall be submitted along with the online bid

Original Demand Drafts shall be submitted before **26-09-2023 upto 01:00 PM** at the office of the **Managing Director, KMVN Limited, Oak Park House, Mallital, Nainital. Technical Bids will be opened on 26-09-2023 at 02:00 PM.**

MD KMVN reserves the right to cancel/ reject the any/ all Bids or bidding process without assigning any reason.

UBN:

Managing Director, KMVN
KMVN Limited
Date: 05-09-2023

Copy to following for Information & N/a:-

1. General Manager, KMVN Limited, Nainital
2. Finance Controller, KMVN Limited, Nainital
3. Account Officer/Audit Officer, KMVN Limited, Nainital

Managing Director, KMVN
KMVN Limited

BID DOCUMENT

Engagement of Consultant for Accounts & Reconciliation work of All Units and Head Office, Consolidation of Accounts and Preparation of Annual Financial Statements of KMVN for Financial Year 2022-23 & 2023-24

Issued by:

MANAGING DIRECTOR

Kumaon Mandal Vikas Nigam Ltd., Nainital

(Government of Uttarakhand Undertaking)

Oak Park House, Mallital, Nainital, Uttarakhand 263002

Email Address: kmvn@yahoo.com

website: <https://https://www.kmvn.in/>

BID DOCUMENT

1. INTRODUCTION

1.1. Background

1.1.1. As the name suggests, KMVN is responsible to development in the region which includes creating employment opportunities & Sustainable community development. Primary functions of the Nigam are,

- Development, Maintenance, Marketing of Tourist Rest Houses, KMVN has unmatched accommodation infrastructure and has it's foot prints almost at everywhere in Kumaon– ranging from popular hill stations like Nainital to trails of Pindari, Darma, Adi Kailash etc
- Tourism Promotion, KMVN plays key role in promoting tourism and in the process ensures direct/indirect benefits to communities in the region.
- Packaged tours, KMVN conducts packaged tours across Kumaon. In order to facilitate travellers to the fullest these packages can be customized to suit individuals requirements. Amusement/ recreation projects (Ropeway, Eco-garden)

1.1.2. Marketing:

- Distribution Of Cooking Gas
- Marketing Of Fruits & Herbs
- Operating Petrol Pumps And Station
- Mining of minor minerals

1.1.3. Industry And Entrepreneurial Development

- Financial support in form of assisted, joint & subsidiary industrial projects, to promote industries by providing financial support to local entrepreneurs.
- Direct management of industrial units
- KMVN works as government agency for construction related works,

1.1.4. The MANAGING DIRECTOR, Kumaon Mandal Vikas Nigam Limited, Nainital (the "**KMVN**" or "**Procuring Authority**" or "**Authority**") has decided to engage Chartered Accountant firm ("**Consultant**" or "**Bidder**") for preparation of Accounts, periodical MIS including reconciliations, reports of All Units and Head Office including their sections, Consolidation work of Accounts, Preparation of Annual Financials Statements & Taxation work of KMVN (the "**Consultancy Work**") for the financial year 2022-23 & 2023-24 in accordance with the provisions of the Bid document and the Contract Agreement to be signed between the Authority and the Selected Bidder. Brief of the Consultancy work is given below:

Name of Work	Estimated value of Accounting, Reconciliation & Confirmation Work for 2 Years (GST exclusive)	Bid Security	Bid Document Fee(Including GST)
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Preparation of accounts, periodical MIS including inter unit & all bank reconciliations, Reports of KMVN and its Unit Hotels/ Leased/Rental/Owned Properties/ Rest Houses (65 units) situated at all over Kumaon, Gas agencies (49 units) spread across Kumaon, Cave Garden, Ropeway, Shopping Complex, Mining activity, Petrol Pumps (2 units), Industrial Units: Parvat Wires, Parvat Plastics and Masala Udyog, P.R.O. at Ahmedabad, Delhi, Dehradun, Kolkata, Lucknow, Mumbai, Pune besides others, head office including sections and any other activities/ business operated/ run by KMVN Ltd., Consolidation work of Accounts as per Companies Act 2013, Preparation of Annual Financials Statements and Accounting Manual with training of staff for the financial Year 2022-23 & 2023-24 with compliance reporting on GST, Income Tax, ROC & Tax audit U/s 44AB of IT Act, 1961.	Rs. 30 lacs for FY 2022-23 and 10% increment for FY 2023-24 i.e. Rs. 33 lacs	Rs. 2,50,000/-	Rs. 5,900/-
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Note:- A Bidder shall quote the Bid Price (Excluding GST) in the financial bid.

- 1.1.5. Selected Bidder shall be required to perform the work and provide the deliverables as per the provisions of the Bid document.
- 1.1.6. As a part of this endeavour, Authority has decided to carry out the bidding process for selection of an entity (the "Bidder") to whom the Consultancy work may be awarded as per the terms of this Bid document.
- 1.1.7. Milestone linked payments shall be released to the selected Bidder for the Consultancy work and with be a part of LOA.
- 1.1.8. The statements and explanations contained in this Bid document are intended to provide a better understanding to the Bidder about the subject matter of this Bid document and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the selected Bidder as set forth in this Bid document or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bid document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.9. The Authority shall receive Bids pursuant to this Bid Document in accordance with the terms set forth in this Bid and other documents to be provided by the Authority pursuant to this Bid document, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bid document").

1.2. Brief Description of Bidding Process

- 1.2.1. Authority has adopted a single-stage, two-part (Technical Bid and Financial Bid), open competitive bidding process for selection of a Bidder for award of the Consultancy work.
- 1.2.2. Bidders are invited to submit their Bids (Technical Bid and Financial Bid separately) (the "Bid") for the Consultancy work in accordance with the provisions of the Bid document at Uttarakhand e-tender portal www.uktenders.gov.in.

- 1.2.3. Bidder has to qualify the mining technical criteria of the bid. Financial bid of only those bidders will be opened who qualifies the technical criteria.
- 1.2.4. Bidder shall be selected through Quality Cost based Selection (QCBS) method wherein Technical Bid (including presentation) and Financial Bid shall be assigned weightage of 70% and 30% respectively. Detailed process of evaluation of Bids is given in Clause 3 of the Bid document.
- 1.2.5. Notwithstanding anything contained in this Bid document, the detailed terms specified in the Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

1.3. Schedule of Bidding Process

- 1.3.1. Authority shall endeavour to adhere to the following schedule for Bidding:

S.N.	Event Description	Date
1	Availability of Bid Document	Document can be downloaded from or collected from: www.uktenders.gov.in , www.kmvn.in , Kumaon Mandal Vikas Nigam Ltd Oak Park House, Mallital, Nainital, Uttarakhand 263002
2	Start date and time of online bid submission	From: 14-09-2023, 12:00 Noon
3	End date and time of online bid submission	Upto: 26-09-2023, Up to 01:00PM
4	Submission of Written Queries/Pre Bid meeting details	Written queries shall be submitted on E-mail (kmvn@yahoo.com) OR in hard copy submitted to Office of the MANAGING DIRECTOR, KMVN on the letter head of prospective bidder latest by 12-09-2023 till 03:00PM. Pre bid for the same will be organized on 12-09-23 at 03:00 pm
5	Mode of Submission of Bid	Bids have to be submitted online through Uttarakhand e-procurement portal uktenders.gov.in . All the necessary documents shall be uploaded on the e-procurement portal along with the demand drafts and required demand drafts i.e. (tender document fee and bid security) in original shall be submitted at Oak Park House, Mallital, Nainital, Uttarakhand 263002 before the scheduled date and time of last submission of bid. Scanned copy of Demand drafts shall also be uploaded on the Uttarakhand e-tender portal.
6	Submission of Original Demand Draft for KMVN Processing Fee, Tender Fee & Bid Security	Upto: 26-09-2023,01:00PM Venue: Office of the MANAGING DIRECTOR, KMVN, Oak Park House, Mallital, Nainital
7	Date, Time and Venue of Technical Bid Opening	On: 26-09-2023,02:00PM Venue: Office of the MANAGING DIRECTOR, KMVN, Oak Park House, Mallital, Nainital

8	Date, Time and Venue of Presentation on Scope of work	Shall be intimated to the Eligible Bidders at appropriate time
9	Date, Time and Venue of Financial Bid Opening	Shall be intimated to the Technically Qualified Bidders at appropriate time
10	Issue of Letter of Award (LOA) / Work Order to Selected Bidder	Shall be intimated to the selected Bidder at appropriate time
11	Submission of Performance security to KMVN by the Selected Bidder	Within 7 days of issuance of LOA/Work Order at KMVN HQ Oak park House, Mallital, Nainital before signing of the agreement. Performance security of Rs. 2.5 Lacks have to be submitted at KMVN HQ.
12	Signing of Contract Agreement	Within 07 days of issuance of LOA/Work Order
13	Timelines for completion of assignment	Within 120 days of LOA of the respective financial year. MD KMVN reserves the right to extend the timeline under any special case.
14	Duration of the Contract	For two financial years i.e. FY 2022-23 & 2023-24, which is extendable for another period of one year or more, unless otherwise terminated by KMVN.

The above schedule is tentative. Authority reserves the right to modify the Schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

2. INSTRUCTION TO BIDDERS

A. General

2.1. Scope of Bid

2.1.1. Authority wishes to receive Bids for selection of a Bidder to whom the Consultancy work may be awarded as per the provisions of the Bid document. The bidder needs to qualify the minimum technical criteria for qualification in the technical evaluation part as mentioned below.

S.N.	Particulars	Documents Required
a)	Eligible Entities	
(i)	Bidder must be a legally recognized Proprietorship Firm/ Partnership Firm/ LLP of Chartered Accountants in India. Consortium is not allowed.	<ul style="list-style-type: none"> • Certified copy of certification of registration/ incorporation as applicable and other details viz. GST registration number, PAN number as per Form-A. Shall be uploaded along with the technical bid part.
b)	Financial Eligibility	

(i)	Bidder must have minimum average Gross Professional Fees earned of Rs.100.00 lakh during last 2 consecutive financial years ending on March 31, 2023 (i.e. 2021- 22 & 2022-23).	<ul style="list-style-type: none"> • Certificate specifying average Gross Professional Fees earned in last 2 financial year ending March31,2023 in the format specified in Bid Forms (Form-B) duly certified by practicing chartered accountant along with Unique Document Identification Number (UDIN) on it as per applicable rules.
c)	Technical Eligibility	
(i)	Bidder must have continuous existence for minimum 15 years as on 31.03.2023 (as per ICAI Certificate); and	<ul style="list-style-type: none"> • Certified Copy of certificate showing the year of registration shall be uploaded along with the technical bid part.
(ii)	Bidder must have at least 3 full time working Partners as a member of ICAI, out of which at least 2 Partners must be FCA as on 31.03.2023 (as per ICAI Certificate); and	<ul style="list-style-type: none"> • Certified Copy of status/certificate as per ICAI records showing the number of partners and their membership status shall be uploaded along with the technical bid part.
(iii)	Bidder must have experience of auditing of public/private ltd unit in any 2 of the past 5 years having a turnover of more than 100 crores.	<ul style="list-style-type: none"> • Details of eligible completed works in the format specified in Bid Forms (Form-C) along with copy of signed balance sheet shall be uploaded along with the technical bid part.
(iv)	Bidder must have Head (Principal) office situated in Kumaon, Uttarakhand from the past 15 years as per ICAI records as on 31.03.2023.	<ul style="list-style-type: none"> • Certified Copy of status/certificate as per ICAI records showing the office of Head office of the firm shall be uploaded along with the technical bid part.

B. Opening of Bids

2.2. Opening of Technical Bid

2.2.1. The Authority, in first-part, shall open the Technical Bids on the date and time mentioned in the Schedule of Bidding Process given at Clause 1.3 in the presence of the Bidders or their authorized representatives who choose to attend. Bidder needs to qualify the technical evaluation by submitting all the necessary documents as mentioned in the tender document. Financial bids of only those bidders will be considered who qualifies the technical evaluation part.

2.2.2. Authority shall prepare a list of the Bidders or their representatives attending the opening of Technical Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses.

2.2.3. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its successors or assigns, but shall be binding on the Bidder if the Consultancy work is subsequently awarded to it on the basis of such information.

2.2.4. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.2.5. If any information furnished by the Bidder is found to be incomplete, or contained in format other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from evaluating the eligibility of the Bidder.

2.3. Qualification of Bidders and Notification

2.3.1. After the evaluation of the Technical Bids in first-part, Authority would announce a list of “Technically Qualified Bidders” who will then be called for presentation and after words Financial Bids of the qualified bidders shall be opened.

2.4. Opening of Financial Bids

2.4.1. In the second part, the Financial Bids of only Technically Qualified Bidders shall be opened who shall be informed about the same.

2.4.2. The Financial Bids of only Technically Qualified Bidders shall be opened.

2.5. Correspondence with the Bidder

2.5.1. Save and except as provided in this Bid document, Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3. CRITERIA FOR EVALUATION

3.1. Method of Evaluation of Bids

3.1.1. Bidder shall be selected through competitive bidding process adopting Quality Cost based Selection (QCBS) method wherein Technical Bid and Financial Bid shall be assigned weightage of 70% and 30% respectively. The process of evaluation of Bids is given subsequently.

3.2. Technical Bids

3.2.1. In first part, the Authority shall carry out a detailed evaluation of the Technical Bid in order to determine whether the Technical Bid is in accordance with the requirements set forth in the Bid.

3.2.2. Bidders who meet the Minimum Eligibility Criteria set forth in Clause 2.1.1 shall be termed as “Eligible Bidders”.

3.2.3. Bidders who do not meet the Minimum Eligibility Criteria set forth in Clause 2.1.1 shall be termed as “Ineligible Bidders”.

3.2.4. Authority shall evaluate the Technical Bid of the Eligible Bidders on the basis of following technical score criteria and Eligible Bidders who achieves minimum technical score of 80 marks shall be declared as the “Technically Qualified Bidder” and shall be eligible for opening of their Financial Bids. It is strictly mentioned that the bidders who does not qualify any of the technical criteria from Sr. No. 01 to 05 will be considered ineligible and their bids will be rejected at technical evaluation stage.

No.	Criteria	Min. Score	Max. Score	Method
1	Bidder must have minimum average Gross Professional Fees earned of Rs. 100.00 lakh during last 2 consecutive financial years ending on March 31, 2023 (i.e. 2021- 22 & 2022-23). Related documents mentioned in the form shall be uploaded along with the technical bid part.	15	20	2.5 mark extra for each additional Rs. 50.00 Lakh over average annual gross professional fees earned Rs.100.00 lakh.

2	Bidder must have continuous existence for minimum 15 years as on 31.03.2023 (as per ICAI Certificate); and	15	20	1 mark extra for each additional year in practice over 15 years.
3	Bidder must have at least 3 full time working Partners as a member of ICAI, out of which at least 2 Partners must be FCA as on 31.03.2023 (as per ICAI Certificate); and	10	12	1 Mark for every Additional full time F C A working partner over & above 3 partners.
4	Bidder must have experience of auditing of public/private ltd unit in any 2 of the past 5 years having a turnover of more than 100 crores.	10	13	1 Mark for every Additional Audit of unit having turnover of more than 100 crores.
5	Bidder must have Head office situated in Kumaon, Uttarakhand from the past 15 years as per ICAI records as on 31.03.2023.	10	15	1 additional mark for every addition year of presence of office in the Kumaon Region of Uttarakhand over and above 15 years.
6	Presentation on Work Plan/ Methodology for the Accounting Work on the following points: A. Understanding of Objective of Consultancy work B. Approach & Methodology and Work Plan C. Time allocation to activities for completion of assignment & infrastructure D. Accessibility and segment Experience Note: Date and time for the presentation shall be informed separately to the eligible bidders. Bidder shall explain their understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities under accounting, financial management in line with the scope of work envisaged by KMVN and the degree of details of such output, including the templates of the same			Based on Technical Successful Presentation
		10	10	
		10	10	
		10	10	
		10	10	
	Total Technical Score	100	120	

3.2.5. Bidders must achieve minimum score of 80 marks in technical evaluation.

3.2.6. The Authority shall also notify about the date, time of declaration of results of opening of the Financial Bids in second part only to the Eligible Bidders.

3.3. Financial Bids

3.3.1. In second part, the Authority shall examine and compare the Financial Bids submitted by the Technically Qualified Bidders (Eligible Bidders who has achieved minimum technical score of 80 marks), taking into account the following factors:

- a) Overall, completeness and compliance as per the instructions given in this Bid Document.
- b) The Financial Bid that does not meet minimum acceptable standards of completeness, consistency and detail as required by Bid document shall be rejected for non- responsiveness.
- c) Conditional Bids are liable to be rejected.

3.3.2. In the second part (Financial Bid), Bidder shall quote an amount (in rupees) for the Consultancy work for first year of Contract ("Bid Price") i.e. for financial year 2022-23 only. The Consultancy fees for the next financial year 2023-24 will be 10% above the fees agreed for financial year 2022-23. In case the further extension of one year is granted by the KMVN, then the fees for the financial year 2024-25 will be increased by 10% over the fees for immediate previous year.

3.3.3. Bid Price quoted by the Bidder(s) shall be exclusive of GST, all applicable taxes, duties, cess, surcharges, levies, etc.

3.3.4. No adjustment for changes in costs escalation (price variation) shall be admissible in the Bid Price in any case during subsistence of the Contract Agreement.

3.3.5. Fees quoted by Bidder in its Financial Bid shall be admissible and considered for evaluation upto to two digits only after decimal.

3.3.6. Travelling, incidental & out of pocket expenses will be extra to a maximum of 20% of Bid Amount reimbursable only on furnishing of requisite bills and documents.

3.3.7. After opening the Financial Bids, the tendering authority shall consider the following to evaluate the bid:

A. On financial evaluation, the technically qualified Bidders will be given total score which will be determined as under:

- a) 70% weightage will be given to the Technical Bid.
- b) 30% weightage will be given to the Financial Bid.

B. Combined and final evaluation

Proposals of the technically qualified bidders during the process of evaluation of the technical proposal will finally be ranked according to the total score (Technical Score + Financial Score). Calculation of Total Score of each Bidder will be done in the manner given below:

Total Score Obtained by the Bidder shall be:

$$=((\text{Flow}/\text{Fbidder})*30)+((\text{Tbidder}/\text{Thigh})*70)$$

Flow= The lowest Financial Quote received among technically qualified bids Fbidder= The Financial Quote submitted by the Bidder under evaluation Tbidder= The evaluated Technical Marks awarded to a particular bidder Thigh= The highest Technical Marks achieved by any technically qualified bidder

3.3.8. Bidders shall be ranked on the basis of total score (highest to lowest marks) obtained.

3.3.9. The Selected Bidder shall be the first ranked bidder (whose total score is the highest).

3.3.10. The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirements specified hereinabove or MD KMVN reserves the right to cancel the tender process in such case.

3.3.11. In this RFP, the term "Highest Bidder" shall mean the Bidder who has achieved the highest total score for performing the Consultancy work.

3.3.12. After selection, a Letter of Award (the "LOA")/ Work Order shall be issued by the Authority to the Highest Bidder/Selected Bidder.

3.3.13. After issuance of the LOA/ Work Order as aforesaid to the Highest Bidder/Selected Bidder, it shall cause the Selected Bidder shall be required to execute Contract Agreement on non-judicial stamp paper of requisite value within 07 days of issuance of LOA/ Work Order. Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

3.3.14. In case, the Contract Agreement is not executed within 07 days, for reasons attributable to the Highest Bidder/ Selected Bidder, the Authority reserves the right to cancel the LOA/ Work Order and appropriate/ forfeit the Bid Security/ Performance Security, as the case may be. In this situation, the Authority may invite the second ranked Bidder for negotiation and the second ranked Bidder may be selected as successful bidder or MD KMVN reserves the right to cancel the tender and invite fresh proposal for selection of successful bidder through new tender process

3.3.15. In the event no Bidder agree on offer, the Authority in its discretion, may annul the bidding process and invite fresh bids for the Project.

4. BID FORMS

- Form A: Details of the Bidder
- Form-B: Financial Eligibility
- Form-C: Technical Eligibility (Work Experience)
- Tech Form-1: Letter of Technical Bid Submission
- Tech Form-2: Power of Attorney for Signing Authority
- Fin Form - 1: Format of Financial bid. Financial bid needs to be submitted only through e-tender portal.

Form A: Details of the Bidder

1	Name of Consultancy work for which Bid is Submitted	Engagement of Consultant for Accounts & reconciliation work of All Units and Head Office, Consolidation of Accounts and Preparation of Annual Financial Statements of KMVN for Financial Year 2022-23 & 2023-24
2	Name of Bidder	
3	Legal Status of Bidder	
4	Date of Incorporation/Registration	
5	Brief Description of Bidder's Organization a) Ownership Structure b) Background of Promoters c) Management Structure	
6	Number of Full time Working Partners a) Total Number of Partners b) Number of FCA Partners	
7	Number of Paid C.A. Employees	
8	Office Address of Bidder with Contact & Communication details	
9	Address of Head Office in Kumaon Uttarakhand Contact details	
10	Details of Individual(s) who shall serve as the point of contact/communication for Authority for this Bid	Name: Designation: Address: Telephone: E-mail:
11	Particulars of Authorized Signatory	Name: Designation: Address: Telephone: E-mail:
12	Details of submission of Cost of Tender document	DD/BCNumber..... Date Issuedby..... Branch
13	Details of submission of Bid Security	DD/BCNumber..... Date

		Issued by..... Branch
14	Bank Account Details(For refund of Bid security deposit/EMD)	All the below information must be filled in BLOCK LETTERS ONLY. Copy of cancelled cheque having the above details must be enclosed. a. Name of the account holder b. Bank Name c. Branch d. Account No. e. IFS Code
15	ICAI Firm Registration No.	
16	GST Registration No.	
17	PAN No.	

Note:

Bidder shall also submit certified copy of certificate of registration/ incorporation as applicable to legal status of the Bidder, ICAI Certificate for Partners, Address and Incorporation etc. and other details viz. GST registration number, PAN duly signed by Authorized Signatory with Bidder's seal.

For and on behalf of ----- (Name of Bidder and seal)

Signature ----- (Authorised Signatory)

Name of the Person:-----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

Form-B:Financial Eligibility

(Certificate of Gross Professional Fees Earned from Practicing Chartered Accountant on its Letterhead)

(to be submitted by each Bidder)

Name of the Bidder:.....

As on	Net worth (Amount in Rs.)	Financial Year	Gross Professional Fees Earned (in Rupees)
March 31, 2023		FY 2021-22	
		FY 2022-23	
		Average Gross Professional Fees Earned in above two years	

This is to certify that the information contained above are correct as per the audited financial accounts of M/shaving its office at.....(address of the bidder).

Date:
Place:

(Signature, Name, Designation, Membership Number of
the CA/Authorised Signatory of CA Firm)
Name and Seal of CA/CA Firm
UDIN.....

Note:-

- The above Form shall be filled and certified by the practising Chartered Accountant on its letter head.
- Bidder must submit certified copy of the Audited Annual Accounts and Income tax return acknowledgement downloaded from the Income tax Portal with the bid for years where due date of filing Income-tax return has expired.**

Form-C: Technical Eligibility(Work Experience)

(to be submitted separately for each of the Consultancy Services claimed under Technical Eligibility as defined in Clause 2.2(c)(vi) of the Bid document))

(Experience in handling audit of Public Sector Undertaking/Private Ltd)

1	Name of Company					
2	Type of Client Organization Limited Company (Public/Private)					
3	Years Audited					
4	Turnover year wise – as audited					

Note:-

- Bidder shall submit set of complete financial results of the Ltd. Company (Public/Private) Undertaking/ Government Organisation audited.
- Authority reserves the right to contact the Bidder(s), their bankers, their consultants, their clients and other such sources to verify the information, references and data submitted by the Bidder(s) in the Bid including the supporting documents/evidences submitted by Bidder in support of its Technical Eligibility, without further reference to the Bidder(s).

TechForm-1:Letter of Technical Bid Submission

Ref.

Dated:.....

MANAGING DIRECTOR,
Kumaon Mandal Vikas Nigam Limited(KMVN)
Oak Park House, Mallital, Nainital, Uttarakhand 263002
Email Address: kmvn@yahoo.com

Sub:- Bid for Engagement of Consultant for Accounts & Taxation work of All Units and Head Office, Consolidation of Accounts and Preparation of Annual Financial Statements of KMVN for Financial Year 2022-23 & 2023-24

Dear Sir,

Being duly authorized to represent and act on behalf of..... (hereinafter referred as the “**Bidder**”), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for eligibility for the “Consultancy Work” mentioned in subject line.

We are enclosing our Bid with the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid are complete, true and correct in every detail.

We confirm that our Bid is valid for a period of 90 days from the due/last date of opening of Bid (Bid Due Date) and our Technical Bid and Financial Bid are unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by ----- (name of Bidder) in accordance with the conditions stipulated in the Bid Document.
2. We have examined in details and have understood the terms and conditions stipulated in the Bid document issued by MANAGING DIRECTOR, Kumaon Mandal Vikas Nigam Limited, Nainital (“**Authority**”) and in any subsequent communication sent by it. We further confirm that we have examined and have no reservations to the Bid document, including Addendum/ issued vide dated..... We understand that the Addendum shall form an integral part of the Bid document.
3. We acknowledge and confirm that we have undertaken a due diligence audit of all aspects of the bid, including legal due diligence, Consultant’s obligation to perform the Consultancy work and on the basis of its independent satisfaction hereby agree to undertake the Consultancy work in accordance with the terms and conditions of this Bid document.
4. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the Bid document or in any of the subsequent communications from Authority.
5. The information submitted in our Bid is complete, is strictly as per the requirements stipulated in the Bid document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

6. We agree to submit BankGuarantee/Demand Draft/Banker'sCheque for a sum of Rs.----- as Performance Security on being identified as Selected Bidder as per terms and conditions of Bid document.
7. In the event of our Bid being accepted, we agree to enter into the Contract Agreement with in the stipulated period of 07 days from the date of issue of LOA/ Work Order with the Authority.
8. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Bid and as applicable for implementation of the Consultancy work in the event that we are finally selected.
9. Our Financial Bid is exclusive of GST, all applicable taxes, duties, cess, surcharges, levies, etc.
10. We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 90 days from the Bid Due Date.
11. We as the authorized representative(s) of the Bidder hereby declare that all the information and statements made in this Technical Bid are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to abide by all the terms and conditions of the Bid document.
12. We understand that the Kumaon Mandal Vikas Nigam Limited is not bound to accept any Proposal/Bid received by it.

Thanking You,

Yours faithfully,

For and on behalf of----- (Name of Bidder and seal)

Signature----- (Authorised Signatory)

Name of the Person :-----

Designation :-----

Seal of the Bidder :-----

Date :-----

Place :-----

TechForm-2:Power of Attorney for Signing Authority

(to be submitted by Bidder(except cases where bidder itself signed the bid)on Non-Judicial Stamp Paper of Requisite Value as per Prevalent Stamp Duty (not less than Rs.100/-) and duly attested by Notary Public)

Know all men by these presents, We
----- (name of the Bidder and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name),-----who is presently employed with us,-----,name Bidder, and holding the position of-----, as our true and lawful attorney (hereinafter referred as the “**Authorised Signatory**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for **Engagement of Consultant for Accounts & Reconciliation work of All Units and Head Office, Consolidation of Accounts and Preparation of Annual Financial Statements of KMVN for Financial Year 2022-23 & 2023-24** (the “Consultancy work”) issued by MANAGING DIRECTOR, Kumaon Mandal Vikas Nigam Limited, Nainital (“Authority”) including but not limited to signing and submission of all Bids, Bids and other documents and writings, and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Consultancy work and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Authorised Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE,.....,THE ABOVE NAMED PRINCIPAL SHAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ,2023

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

(Notarized)

(Signature)

(Name, Title and Address of the Authorised Signatory)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Fin Form - 1: Financial Bid (Format Only)

Not to be submitted in hard copy

Name of firm –

Contract Number –

Tender issuing authority – MD KMVN

Professional Fees to be quoted for one year only

Financial Year	Amount (in Rs.)	Amount (in words)
2022-23		

The above quoted price will be professional fees for year 2022-23. The professional fees of the successful bidder for Financial year 2023-24 will be evaluated with 10% of increment of the quoted professional fees of the bidder in the year 2022-23.

The financial bid of the bidders quoting profession fees more then 30 Lacks for year 2022-23 will rejected for financial evaluation.

Annexure-1 to Bid document (Scope of Work)

1. Scope of Work

- 1.1. The Managing Director, Kumaon Mandal Vikas Nigam Ltd., Nainital (the "**KMVN**" or "**Procuring Authority**" or "**Authority**") has decided to engage Chartered Accountant firm ("**Consultant**" or "**Bidder**") for preparation of Accounts, periodical MIS including reconciliations, reports of All Units and Head Office including their sections, Consolidation work of Accounts, Preparation of Annual Financials Statements and statutory compliances of KMVN (the "**Consultancy Work**") for the financial year 2022-23 & 2023-24 in accordance with the provisions of the Bid document and the Contract Agreement to be signed between the Authority and the Selected Bidder.
- 1.2. Following is the illustrative list of Accounts and Reconciliation work for **each financial year i.e. 2022-23 & 2023-24** which are to be performed by the selected bidder for KMVN and its Unit Hotels/Rest Houses (approx. 65) leased/rented/owned situated at all over Kumaon, P.R.O. centres (7 nos.), Gas agencies (49 units), Cave Garden, Ropeway, Shopping Complex, Mining activity, Petrol Pumps (2 units), Industrial Units: Parwat Wires and Masala Udyog, head office including sections and any other activities/ business operated/ run by KMVN:

A. Accounting & Reconciliation Work

Illustrative list of the works covered under scope of work

- Preparation of accounts on daily/ monthly/ quarterly/ yearly basis for KMVN's and its Units Hotels/Rest Houses (approx. 65) situated at all over Kumaon, P.R.O. centres (7 nos.), Gas agencies (49 units), Cave Garden, Ropeway, Shopping Complex, Mining activity, Petrol Pumps (2 units), Industrial Units: Parwat Wires and Masala Udyog, head office including sections and any other activities/ business operated/ run by KMVN.
- Preparation/Monitoring of maintenance of all Ledgers and Journal vouchers on Tally software on accrual basis including maintenance of necessary subsidiary records required with the help of existing staff of KMVN.
- Compilation, Reconciliation and Consolidation of information of GST collection, GST Payment, GST E-Invoices related compliances, GST Input available, GST Input utilization for updation of accounting records and preparing data for filing and compliances.
- Preparation & Compilation of details of unit wise/ employee wise EPF deduction. Consolidation of monthly statements of EPF deductions of employees received from accounting units and head office and Generation of data required for compliances.
- Consolidation and Compilation of statements of Income Tax deduction (TDS) from salary and other than salary on monthly basis, Tax collection at source (TCS) and compile information for filling of periodical return on or before the 5th days of next month as per rules in force.
- Year wise reconciliation of Income with TIS/AIS statement and TDS/Advance tax/Refund with Form 26AS/ Assessment orders. In case of any discrepancies, assist KMVN's officials for follow up with parties to get the necessary correction in Form 26AS/ TIS/ AIS statement.
- Preparation and compilation of information for additional compliance imposed by the Government/ Authority during the financial year and required compliance thereof.
- Updation of existing formats and introduction of new formats as per latest changes in the law and compliances introduced by the Government/ Authority.
- Primary staff for accounting will be provided by KMVN
- Short term training to KMVN's staff regarding latest changes in the law related to compliances as per requirement.
- Preparation of Income and Expenditure statement and collect the same from all units, Head

Office including sections and other businesses and its compilation/ consolidation.

- Preparation of monthly Trial Balance after inter unit reconciliation.
- Preparation, consolidation and compilation of monthly Recovery statement showing party wise/ employee wise details of amount recoverable from parties, recoverable from staff, advance to parties, advance to staff after reconciliation and consideration of opening balances etc.
- Two Staff deputed on regular basis by successful bidder shall monitor and assist the routing office work in accounts section and perform other work as per instruction given by the Management of KMVN.
- Preparation of Balance Sheet, Profit & Loss account, Cash Flow statement and necessary schedules, notes on accounts per prevailing accounting principles, rules and provisions of Companies Act, 2013 (as amended), Income Tax Act, 1961, accounting standards and other provisions applicable from time to time.
- Revised raft annual Financial Statements as required by the Statutory Auditors and A.G. Auditors for their approval.
- Submission of replies/ clarification of the observations/ audit para/ queries raised by Statutory Auditor, A.G. Auditor, Tax Auditor and provide other necessary details required by them.
- Provide data/reports/submissions required by KMVN/ Tax consultant/GST consultant in relation to the compliance of notices received from the statutory departments.
- The Successful bidder(C.A. firm)will coordinate and be responsible to collect the data from all accounting units, sections of the Head Office at their own level. The Successful bidder (C.A. firm) shall carry out monthly visit to the accounting units of KMVN for compilation and reconciliation of data with manual records.
- The successful bidder (C.A. firm) will provide the copy of final accounting records including subsidiary records, along with all required information, schedules, sub schedules, notes on accounts, consolidation statements, statutory report, AG report and its replies, unit wise finalization files, subsidiary ledgers of head office, works division and other sections in **soft copy** of the above record for each year. The successful bidder(C.A.firm)shall also store/ update the full set of backups of tally data, working files in MS Excel, MS word, PDF etc. in the designated computer of KMVN for each year and take acknowledgement from the office of KMVN before submission of final bill to KMVN.

2. Payment Terms

- 2.1. Mobilization advance 30% of the contract value.
- 2.2. Remaining 70% contract value to be disbursed on submission of financial statements.

3. Confidentiality

The Bidder shall keep all information related to KMVN Ltd., Nainital confidential & shall not share with any other person, office/ organization etc. in whatever way (Verbally, in writing, physically or electronically or otherwise). In case the bidder fails to maintain confidentiality of information related to the KMVN Ltd., Nainital, Bidder shall be liable to strict legal action as per law besides is contract being terminated and any other action as per law.

4. Indemnity & Insurance

- 4.1. Selected Bidder shall indemnify KMVN from/ against any claims made or damages suffered by KMVN by reason of any default on the part of the Selected Bidder in the due observance and performance of the provisions of any law which may be related to the purpose of this Contract Agreement.

- 4.2. Selected Bidder hereby undertakes to indemnify and hold KMVN harmless against all costs, damages, liabilities, expenses arising out of any third-party claims relating to negligence/ error/ omission in performance of the work/services of inferior quality not conforming to prescribed guidelines and standards.
- 4.3. Bidder shall ensure safety & security of their assets/ personnel working on this consultancy at its own cost. KMVN shall not be responsible for any accident/ theft, etc., involving any personnel/ assets of the Selected Bidder while on work. Selected Bidder itself would be responsible for such accident/ incident and also for any kind of compensation to any worker / employee for such accident/ incident. Insurance of all assets, its personnel etc. shall be the responsibility of the Selected Bidder.
- 4.4. Selected Bidder shall obtain and maintain at its own cost, throughout the working Period, a comprehensive general liability insurance covering injury to or death of any person(s) occurring at site, including death or injury caused by the sole negligence of the Selected Bidder / its employees or Selected Bidder's failure to perform its obligations under the agreement.

5. Force Majeure

- 5.1. For purposes of this Contract Agreement to be signed in pursuance of this Bidding process, “**Force Majeure**” shall mean any cause or event preventing performance of an obligation under this Bid or Contract Agreement under this Bid, which is beyond the reasonable control of either party (KMVN or Selected Bidder) hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, spread of pandemic disease, imposition of lockdown by Central/ State governments/ District authorities.
- 5.2. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure events mentioned above.
- 5.3. In the event of the Force-Majeure condition(s) continuing beyond a period of 3 months, either party shall have the option to cancel the Contract Agreement for the reason of any or all of the Force-Majeure condition(s) mentioned as above. Further, the Authority/KMVN shall not be liable to pay to the Selected Bidder, any compensation towards financial implications arising due to Force Majeure events.
- 5.4. As soon as practicable and in any case within 15 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the affected party shall notify other Parties of the same, setting out the details of such Force Majeure event.
- 5.5. Upon the occurrence of any Force Majeure event, the following shall apply:
- a) The Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs arising out of such Force Majeure event.
 - b) KMVN shall not be liable to pay Fees to Selected Bidder for the period for which the Force Majeure events persist.
- 5.6. Upon the cessation of any Force Majeure Event, the Parties shall immediately resume their respective obligations and such resumption shall be given effect through a written notice of information sent to other party.
- 5.7. In case of force majeure/unforeseen situation, relaxations to the Selected Bidder, if any, shall be provided as per State / central Government orders.

6. Arbitration and Dispute Resolution

- 6.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract Agreement (including its interpretation) between the Parties, and so notified in

writing by either Party to the other Party (the **“Dispute”**) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in this Clause.

- 6.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- 6.3. In the event of any Dispute between the Parties, either Party may call upon an officer of the senior rank of the KMVN or such other person as the Parties may mutually agree upon (the **“Conciliator”**) to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing conciliation by the Conciliator or without the intervention of the Conciliator, either Party may require such Dispute to be referred to the senior officer of the KMVN and the Principal officer of the Selected Bidder for amicable settlement, and upon such reference, the said persons shall meet no later than 7 business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 business day period or the Dispute is not amicably settled within 15 business days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 business days of the notice in writing referred to in this Clause or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of this Clause
- 6.4. Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (as amended time to time). The venue of such arbitration shall be Nainital (Nainital), and the language of arbitration proceedings shall be English.
- 6.5. There shall be 1 (one) arbitrator, selected by both parties mutually or by related court/jurisdiction. In the event of disagreement, the appointment shall be made in accordance with the Arbitration and Conciliation Act, 1996 (as amended time to time).
- 6.6. The arbitrators shall make a reasoned award (the **“Award”**). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the Parties as from the date it is made, and the Selected Bidder and the KMVN agree and under take to carry out such Award without delay. In case either of the party does not feel satisfactory with the decision of the appointed arbitrator. Either of the party may pursue the matter in court. Court of Nainital will be jurisdiction area of the court in such case
- 6.7. Selected Bidder and the KMVN agree that an Award may be enforced against the Selected Bidder and/or the KMVN, as the case may be, and their respective assets wherever situated.
- 6.8. This Contract Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

7. Termination of Contract Agreement

- 7.1. In case the bidder fails or neglects or refuses to perform any of the Covenants on their part herein contained within reasonable time, it shall be lawful for the Managing Director, KMVN Ltd., Nainital to forfeit the amount deposited by the bidder as Performance Security and cancel the Contract.
- 7.2. In the above case, the Managing Director, KMVN Ltd., Nainital reserves the right to terminate the contract by giving notice of 30 days to the successful bidder.
- 7.3. In case of termination, the bidder shall be entitled to receive the fee for the work milestone already delivered to KMVN. Under no circumstance KMVN can denied such fee payable to the successful bidder.
- 7.4. The bidder shall not be entitled to receive any other compensation / fee arising out of such termination of the Contract/Agreement.

Draft Contract Agreement

Format of Draft Contract Agreement

This Agreement is executed on this the.....day of, 2023 at Nainital (Nainital)

BY AND BETWEEN

Kumaon Mandal Vikas Nigam Ltd., a unit of Uttarakhand Govt. Undertaking, having its registered office at Oak Park House, Mallital, Nainital, Uttarakhand 263002 (hereinafter referred to as “the **Authority**” or “**KMVN**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **First Part**;

AND

M/s(name of address of the **Selected Bidder**) (hereinafter referred to as the “**Selected Bidder**” or “**Service Provider**”), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **Second Part**.

Each of the parties of the **First** and **Second** Part are hereinafter, as the context may admit or require, individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- A. Kumaon Mandal Vikas Nigam Ltd. (“**KMVN**”) decided to procure services from Chartered Accountant Firm for **Accounts & Reconciliation work of All Units and Head Office, Consolidation of Accounts and Preparation of Annual Financial Statements of KMVN for Financial Year 2022-23 & 2023-24** for the period of 2 years (“**Contract Period**”) through a private sector service provider to be selected through transparent competitive bidding process [collectively referred as the “**Bid**”].
- B. For this, KMVN had invited bids for selection of a Bidder through single stage two-part competitive transparent bidding process for the Consultancy work through Bid No..... dated.....
- C. After evaluation of Bids received in response of the Bid, the Authority accepted the bid of the selected Bidder M/s..... and issued Letter of Award (LoA)/ Work Order vide its letter no.(hereinafter called as the “**LOA**” or “**Work Order**”) to the Selected Bidder requiring, inter alia, the Selected Bidder to submit Performance Security within 7 days of issuance of LOA/ Work Order.
- D. Following the issuance of the LOA/ Work Order, the Service Provider furnished the Performance Security for an amount of **Rs. 2,50,000/- (Rupees Two Lacs and Fifty Thousand only)** vide Demand Draft/FDR /Banker’s Cheque / Bank Guarantee No. dated ;the Authority has agreed for procuring supply of Services by the Selected Bidder on the terms, conditions and covenants hereinafter set forth in this Contract Agreement.
- E. The Selected Bidder acknowledges and confirms that it has undertaken its obligations to undertake the Bid etc., and on the basis of its independent satisfaction hereby agrees to supply of Services in accordance with the terms & conditions of the Contract Agreement.
- F. Total Contract Value for the entire scope of Consultancy work covered under the agreement is Rs./- (Rs.only) exclusive of applicable GST and all other taxes, duties and cess etc. The year-wise breakup of the Contract Value is as given below:

S.N.	Financial Year	Contract Value (Professional Fees)
1	2023-23	Rs./-exclusive of GST & all applicable taxes
2	2023-24	Rs./-exclusive of GST & all applicable taxes

The payment of contract value shall be released to the successful bidder after the achievement of work milestone as per terms and conditions of the Bid document and the payment are subject to applicable statutory and other deduction as per terms of Bid document and/ or under the provisions of prevailing Acts and rules applicable from time to time.

- G. This Contract agreement shall be effective from the date of signing by both the parties and period of appointment for providing Consultancy Services by the successful bidder for the financial years 2022-23 & 2023-24.

- H. The Selected Bidder shall be entirely responsible for completion of all accounting and allied work within the time defined under the respective Act & Laws. The Selected Bidder shall be overall responsible to collect, prepare and compile all relevant information from the units/ Head office including sections required for preparation of accounts, consolidation, annual financial statements and to complete the entire scope of work covered under Bid document.
- I. The Selected Bidder shall be held responsible for any loss to the KMVN caused due to wrong/false information. All kind of penalties/ interest etc. imposed by any statutory body due to late deposition of taxes/ information, filing of returns will be borne by the Selected Bidder and will be recovered by KMVN from the Selected Bidder.
- J. That all the disputes, litigation or other misunderstandings shall be subject to Nainital Jurisdiction only.
- K. That the Contract has to be finished in the given time frame. However, in case some issues crop up due to non-availability of earlier year data/balances or for some other reason resulting in some delays in execution, the same should be brought to the notice of KMVN management in writing in advance and matter resolved after mutual discussions and recorded for further reference. The KMVN management will extend timelines in such cases. The primary staff for accounting shall be provided by KMVN only.
- L. Saving Clause: - No suit, prosecution or other legal proceedings shall lie against any officer or employee or any other person acting in the discharge of any function under this Agreement for any loss or damage caused or likely to be caused by any act which is done or intended to be done in good faith and in pursuance of the provision of this Agreement.
- M. The validity of this contract/ assignment shall remain in force for the period of two years commencing from the effective date of work order/ LoA or till the completion of all works covered under the scope of work including tax assessments, whichever is later.
- N. That the KMVN and the selected service provider further agree that they are bound by the terms and conditions of the Bid Document No. _____ (including any corrigenda and/or addenda thereof.) In case of any conflict between the Bid Document (including any corrigenda and/or addenda thereof) and this Contract Agreement, the later shall prevail insofar as the spirit of the Bid is not affected thereby.
- O. The following documents attached hereto shall be an integral part of this Contract Agreement:
- Work order issued by the KMVN
 - Letter of Award (LoA) accepted by the Selected Bidder
 - Financial Bid Submitted by Selected Bidder
 - Work plan and methodology submitted by the Selected Bidder
 - Performance Security Submitted by Selected Bidder
 - Pre-bid Minutes including any reply/ clarifications, if any
 - Bid Document including amendments/ addendums/ clarifications, if any

The Bidder shall carry out its Scope of Work in accordance with provision of the Contract Agreement forming the documents mentioned hereinabove.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and Behalf of
Kumaon Mandal Vikas Nigam Ltd.

For and Behalf of
Entity Name of Selected Bidder

**MANAGING DIRECTOR/
Authorised Signatory**

Authorised Signatory name, title and signature

1) Witness

2) Witness