

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687743132719

अनुबंध तिथि | Contract Generated Date : 01-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4626875](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : Central PSU मंत्रालय Ministry : Ministry of Finance विभाग Department : Department of Economic Affairs संगठन का नाम Organisation Name : Security Printing and Minting Corporation of India Limited (SPMCIL) कार्यालय क्षेत्र Office Zone: janpath	पद Designation : CPSO संपर्क नंबर Contact No. : 011-43582200-243 ईमेल आईडी Email ID : con12.spmcils.dl@gembuyer.in जीएसटीआईएन GSTIN : 07AAJCS6111J2Z9 पता Address : 16th Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi, NEW DELHI, DELHI-110001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Company Secretary वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Manager (F&A)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Deputy Manager Finance ईमेल आईडी Email ID : pao1.spmcil.delhi@gembuyer.in जीएसटीआईएन GSTIN : 07AAJCS6111J3Z8 पता Address: 16th Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi, Central Delhi, DELHI-110001, India

परोक्षिती विवरण Consignee Details		
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : - ईमेल आईडी Email ID : con120.spmcils.dl@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : 16th Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi, NEW DELHI, DELHI-110001, India	Financial Audit Services - Audit report; Audit Firm

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID : UU9I230009472088 कंपनी का नाम Company Name : SAURABH AGRAWAL & CO संपर्क नंबर Contact No. : 09928313040 ईमेल आईडी Email ID : csteam.sac@gmail.com पता Address : 403 4TH FLOOR,NIRMAL TOWER,26 Barakhamba Road,Connaught Place, Central Delhi, DELHI-110001, - एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 07ACVFS2365P1Z4	

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण Service Details	
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 08-Mar-2024	सेवा समाप्ति तिथि Service End Date : 07-Mar-2025

श्रेणी नाम Category Name : Financial Audit Services	
बिलिंग चक्र Billing Cycle: monthly	

विवरण Description	To be set as 1	Lumpsum quote for the audit to be conducted by the service provider
District	NA	24000
Frequency of MIS reporting	YEARLY	
Category of Work under Financial Audit	Governance of company, SECRETARIAL AUDIT ANNUAL RETURN CERTIFICATIONISSUANCE OF CORPORATE GOVERNANCE CERTIFICATE AS PER DPE GUIDELINES	
Type of Industries/Functions	SECRETARIAL AUDIT AND ANNUAL RETURN CERTIFICATIONISSUANCE OF CORPORATE GOVERNANCE CERTIFICATE AS PER DPE GUIDELINES	
MIS Reporting for Financial Audit support	true	
Type of Financial Audit	Internal Audit	
Frequency of Progress Report	YEARLY	
Type of Financial Audit		

Partner	Audit Firm		
Scope of Work	Audit report		
कुल राशि (सूत्र) Total Amount (Formula) : (Lumpsum quote for the audit to be conducted by the service provider*To be set as 1)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)			24000
कुल ऐडऑन मूल्य Total Addon Value(INR)			0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)			24000
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)			24000
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज़ ब्रेक अप ऑफ़र किए गए दस्तावेज़ लिंक Price Break up offered Document link			
एसएलए विवरण SLA Details			
Special Terms and Conditions (STC) for Financial Audit Service			
1. Preamble			
A. All the Financial Audit Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:			
I. General terms and conditions for Goods and Services.			
II. Service STC contained in this document.			
III. BID / Reverse Auction specific ATC			
B. The above terms and conditions are in reverse order of precedence i.e.ATC shall supersede Service-specific S TC which shall supersede the GTC, in case of any conflicting provisions.			
C. This document represents a Special Terms and Conditions ("STC") / the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, the Stakeholder's obligation, and the terms and conditions of all services covered as mutually understood and agreed by the stakeholders.			
2. Objectives and Goal			
The objective of this document is to record that all the contractual terms and conditions are in place and to ensure consistent delivery of the services to the buyer by the service provider. The goals of this agreement are to:			
<input type="checkbox"/> Provide clear reference to service ownership, obligations, accountability, roles, and responsibilities of both parties.			
<input type="checkbox"/> Present a clear, concise, and measurable description of services offered to the Buyer by the service provider.			
<input type="checkbox"/> Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.			
<input type="checkbox"/> To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.			
The document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.			
3. Stakeholders			
The main stakeholders associated with this agreement are:			
a. Buyer: The buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed.			
b. Service Provider: The service provider is responsible to provide all the required services in a timely manner. The service providers may also include seller supplier/ bidder/contractor, any authorized agents, assignees, successors, and nominees as per the context and as described in the agreement.			
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.			
4. Service Scope			
4.1 Financial Audit - Objective examination and evaluation of the financial statements of an organization to make sure that the financial records are a fair and accurate representation of the transactions they claim to represent.			
4.2 Scope of Work -			
Financial Audit will get covered under two categories – Statutory Audit and Internal Audit. Buyer to specify the same while selecting filters.			
Statutory Audit -Scope of this service includes as:			
<input type="checkbox"/> Review of financial statements – a detailed study of financial statements of the Buyer			
<input type="checkbox"/> Financial reporting framework – preparing reports in accordance with the financial reporting framework to define whether financial statements are in line with the framework			
<input type="checkbox"/> Audit report – prepare a financial audit report for the buyer as per the audit conducted			
Provision to upload additional scope of work defining the course details, additional requirements will be provided to buyer.			
Internal Audit -			
<input type="checkbox"/> The objectives of internal audit in the public sector are often broader than expressing an opinion on the financial statements, e.g. few buyers would ask for additional review of expense reports, bank transactions, fraud, governance, review of system and processes, etc. whereas few buyers would want a review of treasury operations, bank reconciliation statements, etc. Different buyers will have a different scope of work and it is not possible to define it upfront.			
Provision to upload additional scope of work defining the course details, additional requirements will be provided to buyer.			
5. Terms & Conditions -			
5.1 Buyer's Obligations -			
1. Buyer may advise the service provider to disengage any of its staff from service, with 24 hours prior intimation, in case of any negligence on the part of that particular staff.			
2. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise.			
3. Buyers cannot procure financial advisory services under audit, or there will be a conflict of interest.			
4. Price Variation Clause:			
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."			
5.2 Service Provider's Obligations -			
1. The Service Provider shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point in time.			
2. The Service Provider shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment			

in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.

3. No partner in the Service Provider firm should be related to either Managing Director, or chief executive officer or manager and in their absence, a whole-time director within the meaning of section 2(77) of the Companies Act, 2013

4. Neither the Service Provider firm nor its partner(s) or associates should have any interest in the business of the Buyer's business/organizational activities.

5.3 Standard Terms & Conditions for the service

1. The persons deployed shall, during the course of their work, will have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the service provider liable for penal action under the applicable laws besides action for breach of contract.

2. All the document receipts during the course of the audit should be returned after completion of the audit and it shall be Service Provider's responsibility to ensure that all documents and information will be used exclusively for internal audit purposes and should be kept confidential and not to be disclosed to the third party at any point of time.

3. The audit personnel for the audit period should not be changed so that continuity and consistency is maintained. The Service Provider shall conduct appropriate due diligence before employing any person who will be entrusted with the work of conducting the audit. The Service Provider is also responsible for any commission and omission of its employees which may cause and or likely to cause any loss/ damage to the Buyer.

4. In case of any serious financial irregularity and points relating to grave deficiencies, if found, the same may be communicated to the senior management of the Buyer immediately without waiting for the time of submission of the report.

5. The auditors will also be asked to give a presentation on finding in the Audit Reports to the Finance Committee/Board/relevant forums of the Buyer.

6. Payment Terms

i. The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the Buyer.

ii. The payment will be made to the Service Provider as defined by the Buyer on submission of the bill by the Service Provider and after deducting penalty amount, if any.

7. Formula Used

7.1 Total –

Total price = A

Where,

A = Lump-sum price quoted by the Service Provider (to be quoted by the service provider) for Financial Audit service

8. Breach of Contract and Penalties

(i) Breach of SLA is defined as performance lower than requisite performance in this agreement. The following conditions shall specify breach of contract and the buyer shall have the right to immediately terminate the contract.

a) Cumulative penalties reach 10% of the contract value.

b) Repeated breach of SLAs beyond 3 instances in the entire contractual period.

c) Subcontracting or outsourcing of the contract, in part or whole.

(ii) Penalties will be levied on the service provider, for the violation of the Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Delay in the submission of audit report	1 st instance – 0.05% of the contract 2 nd instance – 0.1% of the contract 3 rd instance – 0.2% of the contract OR 0.5% per month from the due date of completion of the audit
2	Non-deployment of total manpower mentioned in the contract as per the Schedule	0.5% of overall contract value for every week of delay in deployment of manpower
3	If the employee of Service Provider is found responsible for any leakage of information, lobbying, bribing, etc.	Termination of contract
4	If cumulative penalties reach 10% of the contract value	Termination of contract

9. Additional Terms & Conditions

Additional conditions which are optional in nature for this service in case buyers may further want to exercise their discretion are as following –

1. Any transactions of serious nature which is unusual/ not normal to the usual course of business or any other un-healthy practices, persistent irregularities, observed during the physical verification, transactions of fraudulent nature, other serious irregularities like disbursements without proper sanction/ incomplete documentation/ irregularities as per guidelines, as a whole on a monthly basis may however be reported immediately by way of a separate letter.

2. The serious irregularities, if any, noticed shall be covered exhaustively in the executive summary/periodic reports to be submitted.

3. The audit will be carried out in accordance with Engagement & Quality Control Standards (Audit & Assurance Standards) issued by the Institute of Chartered Accountants of India in this regard. The auditor should accordingly consider materiality when planning and performing (except where a certain minimum coverage of implementing units is specified) the audit to reduce the risk to an acceptable level that is consistent with the objective of the audit. In addition, the auditor should specifically consider the risk of material misstatements in the financial statements resulting from fraud.

4. The observations in the management letter must be accompanied by the implications, suggested recommendations from the auditors, and management comments/ response on the Observations/ recommendations have to be obtained and reported along with the Audit report.

5. Payments of all travel claims shall be made by the client based on actual expenses.

6. The Service Provider will be entitled to reimbursement of out-of-pocket expenses like conveyance, lodging/boarding charges, etc. incurred while carrying out the audit on an

actual basis i.e. on the production of evidence of incurring such expenses subject to the overall upper limit of 30 % of the audit fee.

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Copy Of Certificate Of Icai As On Date : [click here](#)
2. Certificate (Requested in ATC) : [click here](#)
3. Audited Balance Sheet & Profit & Loss Account For The Last Xx Years : [click here](#)
4. Certificate Issued By Any C.a. Firm Giving The Break-up Of Fees (audit Fee, Taxation And Others) : [click here](#)

मूल्य द्विभाजन एक्सेल फ़ाइल विवरण | Price Bifurcation Excel File details: [FINANCIAL BID FORMAT FOR SECRETARIAL AUDIT](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	NA

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Tender for engaging Practicing Company Secretary/Firm of Company Secretaries for FY 2023-24 for carrying out Secretarial Audit of SPMCIL and providing other services

Security Printing and Minting Corporation of India Limited (SPMCIL) is a Miniratna Category-I Central Public Sector Enterprise wholly owned Schedule-'A' Company of Government of India. SPMCIL is engaged in the manufacturing/production of Bank Notes, Security Paper, Non-judicial Stamp Papers, Postal Stamps & Stationery, Travel Documents viz. Passport and Visa, Security Certificates, Cheques, Bonds, Warrants, Special Certificates with Security Features, Security Inks, Circulation & Commemorative Coins, Medallions, Refining of Gold, Silver and Assay of Precious Metals, etc. The Company has nine units, i.e. two Security Presses at Nashik and Hyderabad, two Currency Presses at Dewas and Nashik, four Mints at Mumbai, Kolkata, Hyderabad and Noida and one Security Paper Mill at Narmadapuram. All the nine units headed by General Managers are industrial organizations and are regulated in accordance with the labour laws and directions of Government of India issued from time to time. SPMCIL is in niche segment of economy and caters to the security printing and minting requirements of Government of India. The customers of the Company include Reserve Bank of India for Currency Notes, Department of Economic Affairs, and Ministry of Finance for Currency Notes & Coins, Ministry of External Affairs for Passports, Ministry of Home Affairs for Visa stickers, Department of Posts for Postal Stationery, State Governments for Non-Judicial Stamp Papers, other CPSEs and autonomous bodies, etc. To know more about the Company, please visit website of the company at [www.spmcil.com](#).

SPMCIL intends to engage reputed Practicing Company Secretary (PCS)/Firm of Company Secretaries (Firm) for FY 2023-24, (a) to conduct Secretarial Audit of the Company and (b) Annual Return Certification/issuance of Corporate Governance Certificate for Financial Year 2023-24 as per DPE guidelines and for providing other professional services.

Scope of Work:

The illustrative (but not exhaustive) Scope of Work under Secretarial Audit and Certification by appointed PCS/Firm is as follows:

(A) SECRETARIAL AUDIT:

The broad scope of Secretarial Audit comprises verification of the compliances under the following enactments, rules, regulations and guidelines:

- i. Companies Act, 2013 & rules made thereunder.
- ii. The Memorandum of Association and Articles of Association of the Company;
- iii. Guidelines on Corporate Governance for Central Public Sector Enterprises, 2010 issued by DPE.
- iv. Other Corporate Laws as may be applicable to SPMCIL.

(B) ANNUAL RETURN CERTIFICATION/ISSUANCE OF CORPORATE GOVERNANCE CERTIFICATE AS PER DPE GUIDELINES:

- i. Certification of Annual Return in Form MGT-8 and Filing of Form MGT-7.
- ii. Issuance of Certificate on Corporate Governance Report as per DPE Guidelines.
- iii. Any other professional services/works as decided by SPMCIL.

Eligibility/Selection Criteria for Submission of Bid:

(A) Practicing Company Secretary (PCS)/Firm registered with the Institute of Company Secretaries of India (ICSI) having its office(s) in Delhi & NCR region shall be considered for engagement.

ement as Secretarial Auditor for conducting Secretarial Audit of SPMCIL.

(B) The following will be the eligibility/selection criteria:

- i. The bidder should have experience of having successfully provided similar kind of services as mentioned in scope of work as a Practicing Proprietor / Partner/Individual/Firm of Company Secretaries to any Central Public Sector Enterprise (CPSE) in any of the last five financial years ending on 31.03.2023.
- ii. The bidder must have capability to provide the relevant services.
- iii. Should have active Partner/full time Employees (qualified CS)

Contract Period:

The validity of contract will be for a period of one year.

Completion of Audit:

The Secretarial Audit shall be completed within 60 days from the date of award of work / contract. It is also expected that the Secretarial Audit has to commence within 20 days from the award of the work / contract, time being the essence of the contract. The other works shall also be done within the time prescribed under the Companies Act, 2013 and rules framed thereunder.

Place of Audit:

The audit work has to be conducted at the Corporate Office of the SPMCIL at 16th Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi- 110001 or at any other place as may be decided by SPMCIL.

Terms and Conditions:

Payment Terms: Payment will be released within one month from the date of submission of bill by the PCS/Firm after issuance of Secretarial Audit Report to the satisfaction of SPMCIL. No advance payment shall be made for conduct of Secretarial Audit.

ii. The Company reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more applicant(s) at any stage or to cancel the process entirely at its sole discretion without assigning any reason whatsoever.

iii. All documents submitted along with the offer shall also have to be authenticated by the authorized signatory of the applicant firm(s) with the firm's seal. Authorized Signatory shall be CEO/Partner of PCS Firm.

iv. Overwriting / correction / erase and / or use of white ink should be avoided in the Offer. However, if any overwriting/correction/erase is inevitable, the same should be authenticated with the signature & seal of authorized person of applicant firm.

v. Documentary evidence(s) in respect of all the above information by the applicant firm(s) must be furnished along with the proposal. Proposals without the required documentary evidence(s) shall be ignored for evaluation and hence, the same shall be rejected.

vi. The Firms are required to submit their Goods and Service Tax Identification Number (GSTIN) number if applicable, in their offers.

ii. The successful PCS / Firm shall nominate a Nodal Officer, within 10 days from the award of the work / contract. Details of the Nodal Officer should be given to SPMCIL immediately after his/her nomination for timely and smooth interaction.

i. Dispute: In case of any dispute arising during execution of contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of CMD, SPMCIL will be final and binding on both the parties to the Contract.

ix. The proposal should be submitted strictly as per the terms & conditions laid down in this document.

Compliances/Declarations/Certificates by firm(s) on appointment:

The PCS/Firm shall have to comply with and furnish declarations and certificates as required under Statutory / Company rules, upon appointment as Secretarial Auditor(s), as under:

i. The PCS/Firm shall not sub-contract the Secretarial Audit/Certification work,

ii. The PCS/Firm will work in strict confidence and will ensure that any information in respect of the Company is dealt with in strict confidence and secrecy,

iii. No partner of the PCS/Firm should be related to either Managing Director or any Whole Time Directors or Part Time Directors of SPMCIL within the meaning of the Companies Act, 2013,

iv. Neither the PCS/Firm nor its partner(s) or associates should have any interest in the business of the Company, SPMCIL.

v. The Secretarial Auditor(s) will be required to issue & submit Certificate of Independence and arm's length relationship.

vi. PCS/Firm shall have prime responsibility to ensure that the maximum number of audit limits specified under Companies Act, 2013 are not violated.

ii. The PCS/Firm(s) shall be free from any disqualification under the Companies Act, 2013. Further, neither the PCS/Firm nor its partner(s) or associates should not be guilty of professional misconduct as per ICSI regulations.

i. An undertaking with regard to above is to be executed by successful Secretarial Audit Firm by the authorized signatory before acceptance of the assignment.

2.3 Buyer Added Bid Specific ATC:

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.