

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687734647853

अनुबंध तिथि | Contract Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4538993](#)

संगठन विवरण   Organisation Details		खरीदार विवरण   Buyer Details
प्ररूप   Type :	State Government	पद   Designation : Officer
मंत्रालय   Ministry :	-	संपर्क नंबर   Contact No. : 01933-247036-
विभाग   Department :	Housing and Urban Development Department Jammu and Kashmir	ईमेल आईडी   Email ID : con12.huddjk.jk@gembuyer.in
संगठन का नाम   Organisation Name :	N/A	जीएसटीआईएन   GSTIN : -
कार्यालय क्षेत्र   Office Zone:	MUNICIPAL COMMITTEE AWANTIPORA	पता   Address : awantipora, ANANTHNAG, JAMMU & KASHMIR-192122, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail		भुगतान प्राप्तिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence :	No	Role: PAO
प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval:	Executive officer Municipal Committee Awantipora	भुगतान का तरीका   Payment Mode: Internet Banking
वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval :	Executive officer Mc Awantipora	पद   Designation : computer assistant
		ईमेल आईडी   Email ID : pao11.huddjk.jk@gembuyer.in
		जीएसटीआईएन   GSTIN : -
		पता   Address: awantipora, ANANTHNAG, JAMMU & KASHMIR-192122, India

परेष्ठी विवरण   Consignee Details		
क्र.सं.   S.No	परेष्ठी नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : 01933-247036- ईमेल आईडी   Email ID : con12.huddjk.jk@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : awantipora, ANANTHNAG, JAMMU & KASHMIR-192122, India	Financial Audit Services - Financial Reporting Framework, Audit report; CA Firm

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	PWLD220005519871
कंपनी का नाम   Company Name :	Humayun Shabeeri & Associates
संपर्क नंबर   Contact No. :	09797013281
ईमेल आईडी   Email ID :	humayunshabeeri@gmail.com
पता   Address :	Ground Floor, AXIS BANK BUILDING, K P Road, Anantnag, Anantnag, JAMMU & KASHMIR-192101, -
एमएसएमी पंजीकरण संख्या   MSME Registration number :	UDYAM-JK-01-0034109
एमएसई सामाजिक श्रेणी   MSE Social Category :	General
एमएसई लिंग श्रेणी   MSE Gender :	Male
जीएसटीआईएन   GSTIN:	NA

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

सेवा विवरण   Service Details	
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 19-Mar-2024	सेवा समाप्ति तिथि   Service End Date : 05-Apr-2024
श्रेणी नाम   Category Name : Financial Audit Services	

बिलिंग चक्र   Billing Cycle: weekly		To be set as 1	Lumpsum quote for the audit to be conducted by the service provider
District	NA		
Frequency of MIS reporting	4 years		
Category of Work under Financial Audit	Audit of financial statements		
Type of Industries/Functions	Human Resource & Payroll, Sales, Services and Revenue, Owners Capital, Fixed assets, depreciation and amortisation, Operational & Administrative, Purchase & Procurement, Inventory & Store management, Payables		
MIS Reporting for Financial Audit support	true		
Type of Financial Audit	Internal Audit		
Frequency of Progress Report	4 years	1	40000

Type of Financial Audit Partner	CA Firm		
Scope of Work	Financial Reporting Framework, Audit report		
Number of Months for which Post Audit Support is required	48		

**कुल राशि(सूत्र) | Total Amount (Formula) :**

( Lumpsum quote for the audit to be conducted by the service provider\*To be set as 1 )

एडजॉन के बिना कुल मूल्य   Total Value without Addons(INR)	40000
<b>विवरण जोड़ें Add On Description</b>	
Post Financial Audit Support (Per Unit Price)	1
एडजॉन मूल्य   Addon Value ( Addon Price*Number of Months for which Post Audit Support is required )	48
कुल एडजॉन मूल्य   Total Addon Value(INR)	48
ऐडजॉन सहित कुल मूल्य   Total Value Including Addons(INR)	40048
<b>अनुबंध की राशि Amount of Contract</b>	
सभी शुल्क और कर्तव्य सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	40048

**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:

Provide clear reference to service ownership, obligations, accountability, roles, and responsibilities of both parties.

Present a clear, concise, and measurable description of services offered to the Buyer by the service provider.

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.

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:

**Review of financial statements** – a detailed study of financial statements of the Buyer

**Financial reporting framework** – preparing reports in accordance with the financial reporting framework to define whether financial statements are in line with the framework

**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 -**

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	<p>1<sup>st</sup> instance - 0.05% of the contract</p> <p>2<sup>nd</sup> instance - 0.1% of the contract</p> <p>3<sup>rd</sup> instance - 0.2% of the contract</p> <p>OR</p> <p>0.5% per month from the due date of completion of the audit</p>
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.

#### शुद्धिपत्र | Corrigendum

- तक बढ़ाया गया | Extended Upto : 2024-02-12 09:00:00
- तक बढ़ाया गया | Extended Upto : 2024-02-21 15:00:00
- तक बढ़ाया गया | Extended Upto : 2024-02-26 09:00:00

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

- Certificate (Requested in ATC) : [click here](#)
- Copy Of Certificate Of Icai As On Date : [click here](#)
- Audited Balance Sheet & Profit & Loss Account For The Last Xx Years : [click here](#)
- Documentary Evidence To Be Submitted By Service Provider As Mentioned By Buyer In Bid : [click here](#)
- Certificate Issued By Any C.a. Firm Giving The Break-up Of Fees (audit Fee, Taxation And Others) : [click here](#)

#### 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-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 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

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

###### 2.2 Service & Support:

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

###### 2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

The successful bidder has to quote rates inclusive of all taxes and travelling to the office of the Executive Officer Municipal Committee Awantipora.

The successful bidder has to complete the process of Municipal Financing for a period of 4 years strictly as per the format provided by the office of the Executive Officer Municipal Committee Awantipora.

The successful bidder has to provide the signed copy in triplicate after completion of the job within 10 days time positively.

All other terms and conditions can be had from the office of the Executive Officer Municipal Committee Awantipora during any working day before the end date of the bid.

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

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