

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687716230199

अनुबंध तिथि | Contract Generated Date : 16-Mar-2024

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Sports Youth and Cultural Activities Department Gujarat संगठन का नाम   Organisation Name : Directorate of Archaeology and Museum कार्यालय क्षेत्र   Office Zone: GANDHINAGAR	पद   Designation : clerk museum संपर्क नंबर   Contact No. : - ईमेल आईडी   Email ID : buycon15.dam.gj@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Abhilekhagaar Bhawan, Nr. fire brigade, Sector -17, Gandhinagar, Gandhi Nagar, GUJARAT-382017, 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: DIRECTOR ARCHEOLOGY & MUSEUMS वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : DIRECTOR ARCHEOLOGY & MUSEUMS	भुगतान का तरीका   Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : Curator Baroda ईमेल आईडी   Email ID : pay4.dam.gj@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address: Museum & Picture Gallery, Sayajibaugah, Vadodara, Vadodara, GUJARAT-390018, India

परोषिती विवरण   Consignee Details		
क्र.सं.   S.No	परोषिती नाम & पता   Consignee Name & Address	सेवा विवरण   Service Description
1	संपर्क   Contact : - ईमेल आईडी   Email ID : buycon15.dam.gj@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : Abhilekhagaar Bhawan, Nr. fire brigade, Sector -17, Gandhinagar, Gandhi Nagar, GUJARAT-382017, India	Financial Audit Services - Audit report; CAG Empaneled Audit or CA Firm

सेवा प्रदाता विवरण   Service Provider Details	
जेम विक्रेता आईडी   GeM Seller ID :	EUUM230009410180
कंपनी का नाम   Company Name :	PJNDV & ASSOCIATES
संपर्क नंबर   Contact No. :	07990533538
ईमेल आईडी   Email ID :	pjndvassociates@gmail.com
पता   Address :	603,SHALIN CENTRUM,SECTOR 11,GANDHINAGAR, Gandhi Nagar, GUJARAT-382028, -
एमएसएमई पंजीकरण संख्या   MSME Registration number :	-
जीएसटीआईएन   GSTIN:	24ABEFP0118P1Z7

\*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): 23-Mar-2024 सेवा समाप्ति तिथि | Service End Date : 31-May-2024

श्रेणी नाम | Category Name : Financial Audit Services

बिलिंग चक्र | Billing Cycle: yearly

विवरण   Description	To be set as 1	Lumpsum quote for the audit to be conducted by the service provider
Scope of Work		14896
Audit report		
Type of Financial Audit Partner		
CAG Empaneled Audit or CA Firm		
Type of Financial Audit		
Statutory Audit		
Category of Work under Financial Audit		
Audit of financial statements		
Type of Industries/Functions		
Cash and Bank Balance, Operational & Administrative	1	
Frequency of Progress Report		
Monthly		
MIS Reporting for Financial Audit support		
true		
Frequency of MIS reporting		
Monthly		
Number of Months for which Post Audit Support is required		
1		

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)	14896
<b>विवरण जोड़े   Add On Description</b>	
Post Financial Audit Support (Per Unit Price)	1
ऐडऑन मूल्य   Addon Value ( Addon Price*Number of Months for which Post Audit Support is required )	1
कुल ऐडऑन मूल्य   Total Addon Value(INR)	1
ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)	14897.00
<b>अनुबंध की राशि   Amount of Contract</b>	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)	14897
<b>एसएलए विवरण   SLA Details</b>	
<p><b>Special Terms and Conditions (STC) for Financial Audit Service</b></p> <p><b>1. Preamble</b> A. All the Financial Audit Service contracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services. II. Service STC contained in this document. III. BID / Reverse Auction specific ATC</p> <p>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.</p> <p>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.</p> <p><b>2. Objectives and Goal</b> 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:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Provide clear reference to service ownership, obligations, accountability, roles, and responsibilities of both parties.</li> <li><input type="checkbox"/> Present a clear, concise, and measurable description of services offered to the Buyer by the service provider.</li> <li><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.</li> <li><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.</li> </ul> <p>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.</p> <p><b>3. Stakeholders</b> The main stakeholders associated with this agreement are:</p> <p><b>a. Buyer:</b> The buyer is responsible to provide clear instructions, approvals, and timely payments for the services availed.</p> <p><b>b. Service Provider:</b> 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.</p> <p>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.</p> <p><b>4. Service Scope</b></p> <p><b>4.1 Financial Audit</b> - 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.</p> <p><b>4.2 Scope of Work -</b> Financial Audit will get covered under two categories - Statutory Audit and Internal Audit. Buyer to specify the same while selecting filters.</p> <p><b>Statutory Audit</b> -Scope of this service includes as:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Review of financial statements</b> - a detailed study of financial statements of the Buyer</li> <li><input type="checkbox"/> <b>Financial reporting framework</b> - preparing reports in accordance with the financial reporting framework to define whether financial statements are in line with the framework</li> <li><input type="checkbox"/> <b>Audit report</b> - prepare a financial audit report for the buyer as per the audit conducted</li> </ul> <p>Provision to upload additional scope of work defining the course details, additional requirements will be provided to buyer.</p> <p><b>Internal Audit</b> -</p> <ul style="list-style-type: none"> <li><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.</li> </ul> <p>Provision to upload additional scope of work defining the course details, additional requirements will be provided to buyer.</p> <p><b>5. Terms &amp; Conditions -</b></p> <p><b>5.1 Buyer's Obligations -</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>3. Buyers cannot procure financial advisory services under audit, or there will be a conflict of interest.</li> </ol> <p>4. Price Variation Clause:</p> <p>"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."</p> <p><b>5.2 Service Provider's Obligations -</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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</li> </ol>	

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 <sup>st</sup> instance – 0.05% of the contract 2 <sup>nd</sup> instance – 0.1% of the contract 3 <sup>rd</sup> 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.

## ईपीबीजी विवरण | ePBG Detail

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

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

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