



Jharkhand State Beverages Corporation Limited

(A Jharkhand Govt. Undertaking)

CIN :- U51228JH2010SGC014519

Ground Floor, Utpad Bhawan, Kanke Raod, Ranchi

E-mail :- jsbcl.jharkhand@gmail.com



BID DOCUMENT

E-TENDER FOR APPOINTMENT OF CHARTERED ACCOUNTANTS/CERTIFIED MANAGEMENT ACCOUNTANT FIRMS

E-Tender Notice No:-JSBCL/05

Date- 01/04/2022

Important dates			
S.N.	Particulars	Date	Time
1	Date of Uploading of tender document on website.	01/04/2022	
2	Starting Date for submission of E-Tender	02/04/2022	
3	Last date/closing date for submission of E-Tender	16/04/2022	04:00 P.M.
4	Last date for submission of document (Hard copy) in the JSBCL office.	16/04/2022	06:00 P.M.
5	Online opening of Technical Bid.	18/04/2022	11:00 A.M.

Tender can be downloaded from <https://jharkhandtenders.gov.in> & <http://jsbcl.in>
Tender downloaded should be submitted with tender cost of Rs 5,000/- (In words: - Five thousands only) in the form of DD issued in the name of Jharkhand State Beverages Corporation Limited, Payable at Ranchi.

NAME & ADDRESS OF Tenderer:

AK
01/04/2022
Managing Director,

Jharkhand State Beverages Corporation Limited
Utpad Bhawan, Ground Floor
Near-Naveen Police Kendra
Kanke Road, Ranchi-834008

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**E-TENDER FOR APPOINTMENT OF CHARTERED
ACCOUNTANTS/CERTIFIED MANAGEMENT ACCOUNTANT FIRMS**

**SECTION I
NOTICE INVITING TENDER**

E- Tenders are invited for appointment of Chartered Accountants/Certified Management Accountant firms for retail vending shops of Jharkhand State Beverages Corporation Limited (hereinafter referred to as JSBCL) in the designated 10 zones within the state of Jharkhand by two bid system (Technical and Financial Bid) through e-tender process for the year 2022-23.

1. EARNEST MONEY DEPOSIT AND COST OF TENDER SCHEDULE

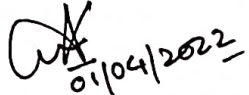
1.1. Each Tender should be accompanied by Earnest Money Deposit in form of Demand Draft drawn on any Nationalized or Scheduled Bank Payable at Ranchi in favour of the Jharkhand State Beverages Corporation Limited payable at Ranchi for each zone as per details given below: -

S.No	Zone Details	Shop	EMD in the form of Demand Draft	Security Deposit in the form of Bank Guarantee
1	Ranchi, Khunti, Gumla , Simdega & Lohardaga	256	2,25,000.00	7,00,000.00
2	East Singhbhum, Saraikela – Kharsawan & West Singhbhum	234	2,25,000.00	7,00,000.00
3	Dhanbad, Giridih & Bokaro	323	2,50,000.00	8,50,000.00
4	Hazaribagh, Koderma, Chatra & Ramgarh	218	2,00,000.00	6,75,000.00
5	Palamu, Garhwa, Latehar	177	1,50,000.00	5,00,000.00
6	Deoghar, Pakur, Sahebganj, Dumka, Godda, & Jamtara	356	2,75,000.00	10,00,000.00
	Total	1564	13,25,000.00	44,25,000.00

1.2. EARNEST MONEY DEPOSIT (EMD) amount as mentioned in Notice Inviting Tender should accompany the tender in the form of a drawn from any Nationalized/Scheduled bank in favor of the Jharkhand State Beverages Corporation Limited, payable at Ranchi. Any tender which is not accompanied by Earnest Money, will be rejected at the time of opening of the tender. Payment of Earnest Money by Cheque or any other form except by Demand Draft will not be acceptable. No interest will be paid on the Earnest Money Deposit.

1.3 The Cost of Tender document is Rs. 5,000/- (Rupees Five thousand only) payable by Demand Draft drawn on any Nationalized or Scheduled Bank in favour of the Jharkhand State Beverages Corporation Limited Payable at Ranchi

Place : Ranchi, Jharkhand
Date : 01-04-2022


01/04/2022
Managing Director,
JSBCL
Ranchi, Jharkhand

2 ELIGIBILITY CRITERIA

- 2.1.** The standing of the firm must be 05 years or more as per ICAI/ICWAI Firm Constitution Certificate as on 31.03.2022.
- 2.2.** The firm must consist of minimum 03 full time Chartered Accountants/Certified Management Accountant as partner of the Firm as on 31.03.2022.
- 2.3.** The Average Turnover of the Firm for the last 03 financial years from the date of advertisement must be INR 50 Lakhs.
- 2.4.** The firm of Chartered Accountants allotted the work of JSBCL H.O, will not be allotted the work of audit of JSBCL shops.

Note: -

- A.** The CA/CMA Firms will furnish details of all these criteria while applying.
- B.** CA/CMA Firms will also provide their latest certificate of firm constitution as on 1st January of the current year issued by ICAI and their last 3 years I.T. (Income Tax) Returns duly acknowledged by I.T. Department. Firms not able to provide these documents will not be considered.
- C.** Year of establishment of the Audit Firm supported by the copies of the latest certificates issued by the concerned Institute duly attested by Partner with the seal of the Firm.
- D.** The detailed particulars of the Partners with specific mention of the Fellowship/Associateship of each Partner with the copies of certificates of the concerned Institute, duly attested by a Partner with the seal of the Firm.
- E.** Number of qualified Assistants mentioning the Name, Qualification and Membership Number of the concerned Institute with the copies of the certificates duly attested by a Partner with the seal of the Firm.
- F.** Number of Semi Qualified Assistants mentioning the Name, Qualification and Student Registration number of the concerned Institute with the copies of certificates duly attested by a Partner with the seal of the Firm.
- G.** Year-wise detailed experience of the Audit Firm in Internal/Statutory Audit supported with the attested copies of appointment letters which are already executed. Year-wise detailed experience of the firm in other PSUs/Schedule Bank for Statutory/Internal Audit supported with attested copies of appointment letters, which are already executed.
- H.** The detailed address with Telephone/Mobile, Fax and E-mail address of the Registered Head Office of the Audit Firms along with its Branches in the State of Jharkhand.
- I.** The auditor participating for Audit of shops monitoring and compilation at JSBCL headquarter will not be allowed to participate for audit of shops

The offers from the Audit Firms that are not supported with relevant document, as mentioned above and any form of misrepresentation made in respect of submitted documents will not be considered for appointment as Internal Auditor and no other correspondence in this respect will be entertained.

3. MODE OF DISPATCH

Tenders (both Technical & Financial bids) should be addressed to the Managing Director, M/s Jharkhand State Beverages Corporation Limited, by designation and should be in sealed covers sent by Registered post with Acknowledgement due or handed over in person. Tenders received in ordinary covers without seal will be rejected.

4. TECHNICAL AND FINANCIAL BIDS

Tenders should be sent in 2 separate sealed covers, Cover 'A' should contain Technical Bid and the cover 'B' Financial Bid. The bids (both Technical & Financial) which are not submitted in the prescribed format will be summarily rejected. Both the covers should be sent so as to reach The Managing Director, JSBCL., on or before the due date and time.

TECHNICAL BID

The Technical Bid should consist of BID form (Annexure – I) and the Demand Draft towards Earnest Money Deposit.

FINANCIAL BID

The Financial Bid should be in the format prescribed in (Annexure – III)

SUPERSCRPTION

Both the covers (Cover 'A' – Technical Bid and Cover 'B' Financial Bid) should be super scribed as "**Tender for appointment of Chartered Accountants/Certified Management Accountantfirms for assignment of internal audit of shops**". The Covers received without such superscription will be rejected summarily.

5. OPENING OF TENDERS

5.1. The Technical bid received by online process up to 16.04.2022 at 04:00 P.M. will be opened by the tender committee at the Office of JSBCL in the presence of such of those tenderers or their representatives who may be present at the time of opening on 18.04.2022 at 11.AM. The representatives of the bidder firms who are attending the opening of the tenders should bring a letter of authority from the tendering firms which they represent to identify their bona-fide.

5.2. Financail bids will be opened in the presence of the tenders short listed after the evaluation of the Technical Bids. Short listing will be done based on the Eligibility Criteria.

6. SECURITY DEPOSIT

- a. The Successful tenderers will be required to remit Security Deposit as per details in section – I **in the form of Bank Guarantee within Seven Days** from the date of receipt of communication intimating them of the acceptance of the Tender. If the accepted tenderer fails to remit the Security Deposit within in the above said period, the Earnest Money Deposit remitted by it will be forfeited to JSBCL and its Tender will be held void. The Acceptance order will be issued after execution of a contract by the successful tenderer and after the production of Demand Draft for the Security Deposit Remittance. (The Terms and Conditions contained in this tender document will be converted in the contract)
- b. The Security Deposit furnished by the tenderer in respect of its Tender will be returned to it on expiry of the contract period subject to the satisfaction of the JSBCL.
- c. If the tenderer failed to act up to the Tender of backs out when it's tender is accepted, its Security Deposit mentioned above will also be forfeited to JSBCL.

7. SUBMISSION OF OFFER

Sealed offers, are to be addressed and submitted to the Jharkhand State Beverages Corporation Limited, at Ranchi.

The tender documents should be submitted online through <https://jharkhandtenders.gov.in> and Physically at JSBCL HO. The postal address for submitting the tenders is:

Jharkhand State Beverages Corporation Limited
Utpad Bhawan, Ground Floor
Near-Naveen Police Kendra
Kanke Road, Ranchi-834008
Jharkhand

SECTION II
TERMS OF REFERENCE OF INTERNAL AUDIT

The terms and conditions for conducting Internal Audit, in JSBCL are recommended herein under: -

1. The Head office or Branch office of the firm of Chartered Accountants / Cost & Management Accountants should be situated in the zone for which there participating in tender as on 01-04-2022. In case the firm of Chartered Accountants/Certified Management Accountant is not the having office in Jharkhand, the firm has to open office in the zone **concerned within 15 days** of issue of letter of intent

(A) AUDIT FOR SHOPS

- i. The Audit Team should consist of one qualified and four semi-qualified assistants for auditing retail shops.
- ii. The Audit Team should consist of two semi-qualified assistants for auditing retail shops subject to a condition that a partner of the firm should be directly audit cent of retail vending shops allotted.
- iii. The firm should consist minimum four semi-qualified assistants {CA (Inter)/ CMA (Inter)/ CS (Inter)/ M.Com/ MBA}.
- iv. Minimum of four personnel should be employed in audit in a day.
- v. The number of retail vending shops taken up for audit should not exceed eight in a day.
- vi. The Audit Team members should carry Photo, ID issued by the Audit Firm.
- vii. Normally the composition of Audit Team should not be changed. However, under certain circumstances beyond control of the Audit Firm, if the same needs to be changed in any manner, it may be done with the approval of MD, JSBCL (subject to verification of credentials of the new incumbent).
- viii. The Audit Team will conduct the audit as per Manual, rules & regulations, guidelines, instructions, delegation of power, etc. and in consultation with the concerned officials of JSBCL HO and District Office.

(B) AUDIT OF SHOPS MONITORING AND COMPILATION AT JSBCL HEADQUARTER

- i. The agency at Headquarter level will provide formats to shop auditors firm for audit of shops.
- ii. The agency will provide monthly report of shop sale, liquor purchase, bank statements of each shops.
- iii. The agency will be responsible for coordination of monthly audit works of shops and timely completion of audits.
- iv. The agency will collect all the audit report district wise from shop auditors monthly duly countersigned from districts
- v. The agency will compile the audit report on monthly basis and prepare accounting report for finalization of liquor sale report, stock report and loss report.
- vi. The agency will be responsible for monitoring timely recovery of the losses to JSBCL due to operation of shops.
- vii. The audit firm will not be allowed to participate for audit of shops.

(B) PAYMENT OF AUDIT FEE

1. The payment of internal audit fee shall be made by the JSBCL through online "Electronic Clearance System" and only after receiving a certificate from the concerned audit unit that the internal auditor has carried out the audit in accordance with the terms and conditions and instruction issued from time to time by the Corporate Office.
2. Any delay over the scheduled dates in the submission of audit reports shall be liable for deduction of amount @ 0.5% per week from the total due payment to the firm. The decision of the competent authority (M.D.) of JSBCL in this regard shall be final.
3. The auditor has to submit the results of Audit, month-wise in JSBCL website Online Audit Monitoring System.

(C) SCOPE OF WORK & AUDIT REPORT

1. Monthly Internal Audit of Retail Liquor Shop which is to be completed within 15 days from the end of the respective month.
2. Issue of Internal Audit Schedule 05 days before from the end of the month to concerned District Excise Officer, Manpower Agency and JSBCL HO.
3. Physical verification of stock of liquor is to be done by scanners on monthly basis.
4. Verification of all documents/ records/ registers maintained at Liquor Shop and ensures the up-dation of the same. In case of any deficiencies, report the same.
5. Verification of sale and purchases on the basis of Track & Trace system implemented at Shop.
6. Verification of purchases made by the shop on the basis of lifting data provided by the JSBCL.
7. Verification of daily Cash Sales reconciled with Track & Trace system and deposit of the same with the Bank.
8. Verification and reporting of any stock loss during the transportation of liquor from warehouse to shop due to leakage/ breakage/ shortage and issue of amount to be recovered from concerned transporter on the basis of retail sale price of liquor.
9. Verification and reporting of any stock loss due to leakage/ breakage/ shortage at shop and to be recovered from manpower agency.
10. Verification and reporting of any cash loss / shortage during the month to be recovered from manpower agency.
11. Verification of challan paid for state excise duty of respective shops and reporting of the same.
12. Verification of fixed assets maintained at shops and reporting of the same in the prescribed format.

13. Verification of housekeeping, stock keeping in the shop and any adverse remarks to be reported through Monthly Internal Audit Report.
14. Verification of cash deposited in the bank with Pay-in-Slips provided by Cash Collection Agency as well as Bank Statement provided by JSBCL. Any shortage to be reported through Monthly Internal Audit Report.
15. Verification of attendance of manpower deployed by Manpower Agency and reporting of necessary information through Monthly Internal Audit Report.
16. Verification of Sales made to Bar from the Shop, collection of TCS, deposition of same in the Bank and reporting of TCS collection in the prescribed format, so that monthly TCS deposit is made on or before the due date and quarterly TCS Return is filed accurately by the Head Office.
17. Verification of any slow moving, non moving, expired stock of liquor maintained at shop and reporting through Flash Report.
18. Verification of any stock transferred to / from any other shop with proper written order of department and reporting of the same through Flash Report.
19. Submission of Monthly Internal Audit Report in prescribed format. Soft copy shall be submitted latest by 15th of next month. The signed and hard copy with 100% accuracy shall be submitted latest by 20th of the next month along with Cash Certificate, Stock Certificate, Flash Report and Joint Reconciliation Report.
20. Submission of any other information, report, document, certificate etc. as per instruction issued by the JSBCL.
21. Any other work as assigned by the JSBCL related to internal audit of Retail Liquor Shop.

(D) Award of Contract:

- 1 The Managing Director shall consider award of contract only to those eligible bidders whose offers have been found technically acceptable. As per L1 Bidder who has offered Lowest Rate declared L1, Second lowest Rate Offered Bidder will be declared as L2 so on.
- 2 The work will be awarded as per requirements to L1 Bidder.
- 3 The L1 Bidder will have to accept the work awarded to it and will not claim for any particular work of its Zone.
- 4 If more than one bidder is declared L1 than work will be distributed proportionately as decided by Committee and that will binding on the bidders.
- 5 Maximum two Zones will be awarded to same L1 Bidder. If a bidder is declared L1 in more than 2 Zones, The bidder will have a choice to select any two Zones for award of work. In the remaining Zone the L2 Bidder will awarded work on L1 and so on.
- 6 The work will be awarded for minimum period of 3 years on same rates and conditions as laid down in tender.

(E) GENERAL TERMS AND CONDITIONS: -

1. The firm should not sub-contract the audit work assigned to any outside firm or other persons even though such persons are qualified chartered accountants.
2. If the progress / performance of the Audit Team is not satisfactory, the management reserves the right to terminate the appointment of the firm with prior notice of one month.
3. The appointment of the Audit Firm will be for one year at the first instance (the period starting from the date of appointment or as specified letter). The period can be further increased at same rate if agreed by both parties.
4. The Audit Firm will be debarred from getting in future the internal audit in JSBCL in the following cases: -
 - (1) If the firm obtains appointment on the basis of false information / false statement.
 - (2) If the firm does not take up audit in terms of appointment letter.
 - (3) If the firm does not submit audit report, complete in all respect in terms of appointment.

(E) Objectives of Audit:

Objectives proposed to be achieved through Internal Audit broadly are as under: -

1. To ensure that the Accounting and Financial Management Systems are reliable and effective in design and to assess the extent to which they are being followed.
2. To review the efficiency, adequacy and application of Accounting, Financial and Operating Controls and thereby ensure the accuracy of transaction / books.
3. To verify that the system of internal check is effective in operation in order to ensure the prevention of early detection of deficiency, misappropriation and misapplications, if any.
4. To identify the areas of significant inefficiencies, if any, in existing systems and to suggest necessary remedial measures.
5. To confirm the existing of financial proprietary in all operational activities and verify compliance to Government and statutory requirements.
6. The chartered Accountant/Cost Accountant firm appointed for internal auditing would be fully independent, objective assurance and consulting activity designed to add value and improve JSBCL operations. It would basically by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.
7. The internal auditing firm shall evaluate risk exposures relating to the organization's governance, operation and information systems, in relation to:
 - i) Effectiveness and efficiency of operations,
 - ii) Reliability and integrity of Financial and operational information,
 - iii) Safeguarding of assets and
 - iv) Compliance with laws, regulations and contracts.

8. Based on the results of the risk assessment, the internal auditing firm shall evaluate the adequacy and effectiveness of how risks are identified and managed in the above areas. The internal auditing firm shall also assess other aspects such as ethics and values within the organization, performance management, communication of risk and control information within the organization in order to facilitate a good governance process.

(F) DECLARATION:

A declaration in the following format is to be furnished with the bid:

I/We hereby certify that:

- a) All information and attachments submitted in this application are correct and true to the best of our knowledge.
- b) We are aware that any false information provided herein will result in rejection of the application and suspension of registration.
- c) We agree to the terms of payments of audit, professional fees on monthly basis on submission of the Internal Audit Reports
- d) I/ We also agree to deductions as admissible will be made towards the Central, State Govt. Taxes, duties etc.
- e) I/ We understand that the JSBCL is empowered to reject any proposal without assigning any reason thereof.
- f) I/ We also understand that all Payments shall be made in Indian Rupees and shall be subject to applicable deductions if any.

Place

Signature of the Applicant

With Seal

Date

11

UNDERTAKING

I/We the sole proprietor / following partners of M/s. _____, Chartered /Certified Management Accountant do hereby jointly and severally verify and declare - that the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found not correct or false or there has been suppression of material information, the firm would not only stand disqualified from allotment but would be liable for disciplinary action under the Chartered Accountants Act, 1949/CMA Act and the regulations framed there under,

- i. That the firm, proprietor or partners has not been debarred or cautioned by ICAI/ICMAI during the last three years, (if debarred, give details);
- ii. That individually we are not engaged in practice otherwise or in any other activity which would be deemed to be in practice under Section 2 (2) of the Chartered Accountants Act, 1949/CMA Act ;
- iii. That the constitution of the firm as on 1st January of the relevant year shown in the Expression of Interest is same as that in the constitution certificate issued by ICAI/CMA.

S. No.

Name of the partner/sole proprietor Membership	Registration No.	PAN No	Dates of Payment of the relevant year ____A/B*	Signature of partner / sole proprietor
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*A For membership

(Seal of the Firm)

B For issue of certificate of practice

Place:

Date:

Enclosures: _____ Pages

For Office Use Only

Whether firm has done

(a) Statutory/Branch Audit

Yes / No

(b) Internal/Concurrent Audit

Checked by

Verified by

Date updated by

**E-TENDER FOR APPOINTMENT OF CHARTERED
ACCOUNTANTS/CERTIFIED MANAGEMENT ACCOUNTANT FIRMS**

Annexure-I

BID FORM

Tender No. (Name & Address of the purchaser)

Dear Sir/Ma'am,

Having examined the conditions of contract and specifications we, undersigned, offer to render and deliver in conformity with said drawings, conditions of contract and specifications for sum of Rupees (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

We have enclosed following document in support of eligibility conditions of the tender document.

- i) _____
- ii) _____
- iii) _____

We undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within the specified timeframe as calculated from the date of issue of your purchase order.

If our bid is accepted, we will obtain the guarantees of a Nationalized or Scheduled Bank for a sum not exceeding as per clause section - I for the due performance of the contract.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal agreement of contract is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of.....2022.

Signature of

In capacity, of

Duly authorized to sign the bid for and on behalf of.....

Witness

Address

Signature

PERFORMA FOR LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Subject: Authorization for attending Bid opening on in _____ the tender of _____ at JSBCL, Ranchi for appointment of Internal Auditor to undertake Internal Audit of Accounts and transactions of Shops of JSBCL on behalf of _____. Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of preference	Name	Specimen Signature
I		
II		

Alternate Representative _____

Signature of Bidder

Or

Officer authorized to sign the bid on behalf of the bidder.

Note:

1. **Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.**
2. **Permission for entry to the hall, where the bids are to be opened, may be refused in case the authorization as prescribed above is not received.**

**E-TENDER FOR APPOINTMENT OF CHARTERED
ACCOUNTANTS/CERTIFIED MANAGEMENT ACCOUNTANT FIRMS**

FINANCIAL BID

TO:
The Managing Director,
JSBCL.Ranchi.

Sir/Ma'am,

After having carefully read the tender documents, I hereby offer tender for - _____ zone as per general conditions and declaration and accepted all terms in full without any reservation and signed in all the pages as directed. I/ We submit my / our offer for Appointment of Chartered Accountants / Cost Accountant firms for assignment of Audit of Retail Liquor Shops of JSBCL.

(A) Audit of shops

Name of Division	ITEMS	Rate offered
(1)	(2)	(3)
	Rate for Audit of one Liquor Shop per month	Rs _____ (in figures) Rs _____ (in words)

Note:

1. The above mentioned fee is exclusive of applicable taxes, if any.
2. TA and DA will not be paid for reporting to Area for commencement of the audit and back.
3. Boarding, Lodging and Local transportation will not be provided by the Corporation.
4. A party will be declared L1 bidder, whose rate is found to be lowest.

Seal and Signature of Bidder

AGREEMENT FORMAT FOR INTERNAL AUDIT OF RETAIL LIQUOR SHOPS

This Agreement is made on this _____ day of (Month) _____ (year) _____ between _____ (hereinafter referred as the CA/CMA FIRM whose term includes its successors, executors, administrative representative and assignees) through it's Authorised Signatory _____ on one part

AND

MANAGING DIRECTOR, JSBCL JHARKHAND (hereinafter referred as the Corporation whose term includes its successors, executors, administrative representative, officials and assignees) through it's Authorized Signatory _____ on other part.

Whereas the Corporation require services of the CA Firm for the sole purpose of Monthly Internal Audit of its Liquor Retail Shops.

AND Whereas the Corporation had issued tender bid document **T. No.: JSBCL/Tender/2022-23/05** for appointment of Chartered Accountant/Certified Management Accountant firms (partnership/Sole proprietorship firms) as internal auditors for the year 2022-2023 for audit of retail liquor shops of the Corporation.

AND WHEREAS the CA Firm after taking part in tender bid has been selected to be auditors of the Liquor Retail Shops of the Corporation for _____ zone.

And whereas the CA/CMA Firm will provide Auditors for the Corporation for official use on the terms and condition herein contained and as mentioned in tender bid and as per the rate as mentioned in Financial Bid.

And whereas the CA/CMA Firm has offered to enter into contract with the Corporation for conducting audit of Liquor Retail Shops of the Corporation.

And whereas the CA Firm will deposit Rs. _____ (Rupees _____) interest free performance security within one week from the signing of this agreement.

Now these present and witnessed and is hereby agreed and declared by and between the parties as follows:-

The CA/CMA Firm, shall, during the period of this contract that is to say from _____ to _____ or completion of work or until this contract is determined by such notice as hereinafter mentioned, whichever is earlier, shall provide auditors to audit Liquor Retail Shops to the Corporation from the date of this agreement on the rates accepted in Financial Bid inclusive of taxes.

1. The Bid Document (Qualifying), Letter of Intent, Approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of work shall be deemed and taken to be an integral part of the contract and shall also be deemed to include in the expression "The Agreement" or "The Contract" wherever herein used.
2. The CA/CMA Firm shall comply with all the terms and conditions as contained in the Bid document which are also part and parcel of this agreement and form an integral part of this contract and also hereinafter provided in the agreement.
3. The CA/CMA Firm shall provide auditors to the Corporation as mentioned in the bid document.
4. The Audit team provide by CA/CMA Firm shall consist of one qualified and two semi-qualified assistants for auditing shops.
 - a. Reconciliation of stock sale and stock losses shop wise
 - b. Reconciliation of stock closing of the month, shop wise after physical verification of stock available in shops.
 - c. Reconciliation of bank deposit shop-wise of liquor sales for the entire month.
 - d. Reconciliation of shortages in cash obtained from sale of liquor and cash deposited in bank.

- e. Reconciliation of losses recovered from agencies and balance to recover from agencies for the audit month.
 - f. Identification of slow moving and dead stocks available in shops.
5. The CA/CMA Firm shall provide a minimum of four personnel for audit in a day.
 6. The CA/CMA Firm shall undertake audit of retail vending shops not exceeding eight in a day.
 7. The CA/CMA Firm shall complete Monthly Internal Audit of Retail Liquor Shop within 15 days from the end of the respective month.
 8. The CA/CMA Firm shall issue schedule of Internal Audit five days before from the end of the Month to the concerned District Excise Officer, Manpower Agency and Corporation's Head Office.
 9. The CA/CMA Firm shall undertake all audit work as according to and as specified in Part C- Scope of Work and Audit Report under Terms of Reference of Internal Audit of the Bid document.
 10. The CA/CMA Firm shall issue a Photo Id Card to the members of audit team to be carried by them.
 11. The CA/CMA Firm shall ensure that the audit team shall conduct the audit as per Manual, rules & regulations, guidelines, instructions, delegation of power, etc. and in consultation with the concerned officials of the Corporation.
 12. **The CA/CMA Firm shall be liable for deduction of amount @ 0.5% per week from the total due payment to the CA Firm in case of any delay over the scheduled dates in the submission of audit reports. The decision of the competent authority i.e., MD of the Corporation in this regard shall be final.**
 13. The CA/CMA Firm shall submit the results of Audit, month-wise in JSBCLoffice.
 14. The CA/CMA Firm shall not sub-contract the audit work assigned to any outside firm or other persons even though such persons are qualified chartered accountants.
 15. The CA/CMA Firm shall be bound to perform the assigned jobs even though the same may not have specifically been included in the bid document. The charges, if any, for these extra services, shall be settled mutually between the CA/CMA Firm and the Corporation.
 16. The parties hereto shall determine by mutual agreement the number of persons to be engaged by the CA/CMA Firm for effective discharge of its obligations under this Agreement.
 17. The Corporation reserves the right to terminate the appointment of the CA Firm with prior notice of one month in whole or part as per bid document in the event the CA/CMA Firm fails to provide Auditors to the Corporation and in case its services or progress/performance of Audit team are found not to be satisfactory enough by the Corporation.
 18. The CA/CMA Firm shall pay any loss incurred by the Corporation in event of any financial loss or non-audit done by the auditors of the CA Firm. In event of the work of CA/CMA Firm being attended by another Firm due to the failure on part of CA/CMA Firm, the said expenditure shall be deducted from the CA/CMA Firm.
 19. The CA/CMA Firm shall be debarred from getting in future the internal audit in Corporation in the following cases: -
 1. If the CA/CMA firm has obtained appointment on the basis of false information/false statement.
 2. If the CA/CMA Firm does not take up audit in terms of appointment letter.
 3. If the CA/CMA Firm does not submit audit report, complete in all respect in terms of appointment.
 20. The CA/CMA Firm is / shall be solely liable for any legal disputes / cases / claims that have or may arise during the course of this agreement in respect of auditors or employees provided by the CA/CMA Firm. The Corporation shall not be liable for any loss, damages, etc. suffered / to be suffered by the CA/CMA Firm or any third party as the case may be.
 21. The Corporation shall report in writing any dissatisfaction in any way with respect to the standard of auditors or deficiency in service during the contract period to the CA/CMA Firm.

The CA/CMA Firm shall immediately attend to such complaint without raising any dispute on such assessment by the Corporation regarding the standard of auditors provided or quality of service rendered by the CA/CMA Firm.

22. The CA/CMA Firm shall not act as a broker for other companies, individuals or transferor assign or sub-let any part of the services once agreed on or any share of interest in any manner or degree, directly or indirectly to any third party whatsoever.
23. The CA/CMA Firm shall maintain strict confidentiality with respect to the information of the Corporation and shall disclose only those as is required by law.
24. The CA/CMA Firm if it initiates any legal proceedings against the Corporation with respect of enforcement of it right as per this agreement, the jurisdiction to initiate such proceedings shall be the place where the Corporation office is located and not where the CA Firm has its registered office.
25. The CA/CMA Firm hereby declares that nobody connected with or in the employment of Managing Director of the Corporation is not/shall not ever be admitted as partner in the contract.
26. The Corporation reserves the right to terminate the agreement with immediate effect in case of Liquor Prohibition Policy or the Corporation license being revoked by the Government.

IN WITNESS WHERE OF the parties hereto have set their respective hands and seals to this Agreement in the presence of witnesses on this _____ day of (month) _____ (year) _____.

Above Written:

Signed, sealed and delivered
by the above name CA/CMA Firm

in the presence of

Witness:

1. _____

2. _____

Signed, sealed and delivered
on behalf of Managing Director of Corporation

in the presence of

Witness:

1. _____

2. _____