



SHRI MATA VAISHNO DEVI SHRINE BOARD, KATRA

TENDER DOCUMENT

FOR

“Engagement of Concurrent Auditors”

e-NIT NO.: CO/ACCTTS/2508

DATED: 18/08/2023

DUE ON: 01/09/2023 upto 02.00 p.m

Address: Accounts Section, Central Office, Shri Mata Vaishno Devi Shrine Board, Katra (J&K) – 182301, **Ph.: 01991-232334**

E-mail: cao@maavaishnodevi.net, accounts@maavaishnodevi.net

Website: www.maavaishnodevi.org, www.jktenders.gov.in



**OFFICE OF THE CHIEF EXECUTIVE OFFICER
SHRI MATA VAISHNO DEVI SHRINE BOARD**

**Notice Inviting e-Tender
e-NIT No. CO/Accts/2508, Dated: 18/08/2023**

e-Tenders on the prescribed format are invited on behalf of the Chairman, Shri Mata Vaishno Devi Shrine Board, Katra from Chartered Accountant Firms for Concurrent Audit of Shri Mata Vaishno Devi Shrine Board for a period of two years, further extendable for another two (02) years subject to the satisfactory performance during the two years contract period.

The e-NIT consisting of Qualifying Information, Eligibility Criteria, Specifications, set of Terms & Conditions of Contract and other details can be viewed / downloaded from the official website of Shri Mata Vaishno Devi Shrine Board www.maavaishnodevi.org and the bidders shall submit their bids only through e-procurement platform at www.jktenders.gov.in.

Schedule of Events of e-tender:

Publishing Date	19.08.2023 at 10:00 AM
Download Start Date	19.08.2023 at 10:30 AM
Bid Submission Start Date	19.08.2023 at 11:00 AM
e-NIT Download Sale End Date	01.09.2023 at 02:00 PM
Bid submission End Date (Online)	01.09.2023 at 02:00 PM
Date of Opening of Technical Bid (Online)	02.09.2023 at 03:00 PM (In the Office of FA & CAO, SMVDSB, Katra)
Date of Presentation	Shall be intimated to the bidders who qualify eligibility criteria.
Date of Opening of Financial Bid (Online)	Shall be intimated to the technically qualified bidders only.

The Bids shall be deposited in Electronic Format on the e-tender portal and should be submitted strictly in accordance with the provisions of the detailed e-NIT. Complete bidding process will be done online on e-tender portal www.jktenders.gov.in.

However, the Bid document is also available on the official website of SMVDSB i.e. www.maavaishnodevi.org for reference purpose only.

The e-tender should be accompanied with an Earnest Money Deposit (EMD) in the form of CDR/FDR/TDR amounting to Rs. 1.00 Lakh (Rupees One Lakh Only) from any Nationalized / Scheduled Bank, duly pledged in favour of FA&Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra. Non-refundable Tender Fee of Rs. 1,000/- (Rupees One Thousand Only) shall be deposited in the official account of Shri Mata Vaishno Devi Shrine Board, Branch J&K Bank Katra, Account No. **023504050001804**, IFSC – **JAKA0KATTR**. The bidder shall mention UTR No. and also submit online (upload) CDR/FDR/TDRas mentioned in

the e-nit.CDR/FDR/TDR in original shall be submitted before the closing time of submission of e-NIT. Conditional bids or Bids received without EMD & Tender fee of requisite amount shall be out-rightly rejected.

The Bidders shall submit original instruments i.e. cost of tender document deposited in Shrine Board Account, Earnest Money Deposit and other relevant documents, before the closing time of submission of this e-NIT in person or through Speed post or by courier addressed to FA & CAO, Central Office, Shri Mata Vaishno Devi Shrine Board Katra, District: Reasi, Jammu & Kashmir-182301.

Sd/-
FA & CAO
SMVD Shrine Board, Katra

No.: CO/Accts/2508

Date: 18.08.2023

Copy to the:

1. Chief Executive Officer, SMVDSB, Katra for kind information.
2. Addl. CEO, SMVDSB, Katra for kind information.
3. Manager (IT), SMVDSB, Katra for uploading of the e-NIT on www.maavaishnodevi.org & www.jktenders.gov.in and follow-up till the selection of Successful Bidder.

Concerned file / Master file.

Instruction to Bidders regarding e-Tendering process:

2. The interested bidder can download the e-NIT / bidding document from the website www.jktenders.gov.in&www.maavaishnodevi.org.
3. To participate in bidding process, bidders have to get (DSC) "Digital Signature Certificate" as per Information Technology Act-2000. This certificate will be required for digitally signing the bid. Bidders can get above mentioned digital certificate from any of the approved vendors.
4. The Bidders, who already possess valid (DSC) Digital Signature Certificates, need not to procure new Digital Signature Certificate.
5. The bidders have to submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
6. Bids will be opened online as per the schedule of event mentioned in the e-NIT.
7. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
8. The Shrine Board will not be responsible for delay in online submission of bids for whatever reasons from the bidder side.
9. All the required information for bid must be filled and submitted online.
10. Before submitting the bid, the bidder should keep ready the scanned copies of the details showing deposit of tender fee and EMD document, as specified in the tender.
11. The amount of tender fee and EMD specified in the tender documents should be the same, as submitted online (scanned copies) otherwise bid will not be accepted.
12. Bidders are advised to use "My Documents" area in their user on <http://jktenders.gov.in>, e-tendering portal to store important documents like Registration Certificate , Balance sheet, GST Registration Certificate, IT Returns certificate, and other related documents etc., and attach these certificates as Non-Statutory documents while submitting their bids.
13. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate as prescribed and it should be saved as it is in the tender document.
14. Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White in PDF format.
15. The guidelines for submission of bid online can be downloaded from the website <http://www.jktenders.gov.in>.
16. The Bidder(s) should carefully study the document and prepare the tender with consideration of all provisions of the document. He should fully acquaint himself with site conditions and all other factors which may influence preparation of his tender.
17. Language of Bids: The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Department, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by a duly certified English translation in which case, for purpose of interpretation of the bid, the English translation shall govern.

Terms & Conditions

1. The Bidder must be empaneled with C&AG and ICAI. Self-attested copies of requisite documents / certificates issued from appropriate authorities should be submitted online along with the tender to substantiate the claim.
2. The Bidder must have a minimum 5 years of operational experience in similar environment like (Central/State Govt./UT/Autonomous bodies/Trusts/Religious Institutions).
3. The Bidder must submit the copies of appointment letters as Concurrent Auditors of last five years from the audited organizations.
4. The Bidder must have necessary office setup and adequate personnel to ensure proper deployment and timely completion of the assignment.
5. The award process may be postponed / cancelled suo motto without assigning any reason or giving any notice to the Bidder.
6. If, even after the award of contract, information / facts submitted by the Bidder are found misleading / incorrect / false etc., SMVDSB reserves the right to disapprove the contract.
7. The Contract of Concurrent Audit shall initially be for two years which may however, be extended on the same terms and conditions subject to the satisfactory performance of the firm.
8. The successful Bidder who may be awarded the contract is subject to verification of original documents and execution of necessary agreement and should start the Audit work **within a period of 10 days** from the date of award of agreement.
9. SMVDSB reserves the right to terminate the Contract of the successful Bidder without assigning any reason thereof.
10. The proof of remittance of Tender Fee/ EMD is to be uploaded online along with the technical bid.
11. Tenders received without payment of cost of tender and EMD shall be summarily rejected.
12. The tenders shall be opened through online mode by the designated committee as per date and time reflected in the table of critical dates in the presence of Bidder/bidders or their authorized representatives, who wish to be present, at the time of opening of the tenders.
13. In case of any incomplete document / information submitted by the Bidder, his tender may be rejected without assigning any reason thereof.
14. The Bidder shall not assign, sub-contract or sublet the whole or any part of the contract if so, allotted to him.
15. Any legal dispute shall be subject to the jurisdiction of courts in Jammu District only & no other Court shall have the jurisdiction.

- 16.** The selected Bidder will have to execute the agreement within 7 days of the award of Contract & shall start the audit within 10 days from the date of execution of agreement with the Shri Mata Vaishno Devi Shrine Board.
- 17.** The selected bidder shall be required to comply with the instructions if any issued by the Shrine Board.
- 18.** The successful Bidder shall not be entitled to claim any additional amount for any reason whatsoever for the above audit work during the period of the contract.
- 19.** The selected Bidder shall have to give an undertaking to follow all ethics of faith and the information provided by SMVDSB shall be kept 'strictly confidential'. All assignments shall be carried out with due diligence maintaining quality of work done and in least possible time.
- 20.** In case of any dispute, the decision of Chief Executive Officer, SMVDSB shall be final and binding.
- 21.** The successful Bidder shall not be provided with any special transport facility for execution of job awarded. However, they can avail the bus facility provided to the Shrine Board staff from Jammu to Katra& Vice versa or Udhampur to Katra& Vice versa, subject to availability of seat.
- 22.** The EMD in respect of unsuccessful bidders shall be released within 20 days after issuance of allotment letter in favour of the successful bidder. The EMD of the successful bidder shall be kept as security deposit which shall be released after successful completion of the assignment.
- 23.** The bidder should not have been blacklisted with Central/State/UT Government on account of fraudulent or corrupt practices.
- 24.** A consistent history of litigation or arbitration awards against the bidders may result in disqualification.
- 25.** Technical and Financial bids complete in all respects, must be uploaded.
- 26.** Financial bids of only those bidders shall be considered, who scores minimum qualifying marks in the the Technical Bid.
- 27.** The amount appearing in paisa shall be ignored below 50paisa and above or 50 paise shall be taken as 1 Rupee.
- 28.** The tenders uploaded after due date and time shall not be entertained under any circumstances.
- 29.** The selection of the Bidder for the Assignment of Audit in Shri Mata Vaishno Devi Shrine Board shall be based upon the Quality & Cost Based Selection Methodology.

**Sd/-
FA & CAO,
SMVDSB**

E-NIT
FOR
Concurrent Audit
Of
Shri Mata Vaishno Devi Shrine Board

TERMS OF REFERENCE

For Competitive Bids from audit firms for engagement as Concurrent Auditor of
Shri Mata Vaishno Devi Shrine Board, Central Office, Katra.

Contents

1.	BACKGROUND	08
2.	EXPRESSION OF INTEREST AND OBJECTIVES OF AUDIT.....	08
3.	ELIGIBILITY CRITERIA.....	08-09
4.	SCOPE OF THE AUDIT AND OUTPUTS	10-14
5.	SELECTION CRITERIA.....	14-15
6.	AUDIT REPORTING AND OPINION.....	16
7.	TIMELINES AND SUBMISSION OF REPORTS.....	16
8.	KEY PERSONNEL.....	16
9.	TERMS OF APPOINTMENT AND PAYMENT.....	17
10.	BID PRICE & VALIDITY.....	17
11.	OPENING OF FINANCIAL BIDS.....	18
12.	ARBITRATION.....	18
13.	Annexure I (TECHNICAL BIDS)	19-20
14.	Annexure II (FINANCIALBIDS).....	21
15.	Annexure III (CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT).....	22-27

1. Background

Shri Mata Vaishno Devi Shrine Board is a body constituted by an Act of the State Legislature viz. Shri Mata Vaishno Devi Shrine Act, 1988. It was created for better management, administration and governance of Shri Mata Vaishno Devi Shrine and its properties. The Lieutenant Governor of J&K UT is the Chairman of the Board. The Holy Shrine is nestled in Trikuta Hills with its Base Camp at Katra at a distance of 13.5 KM and the same is being thronged by near about one Crore pilgrims every year.

AND

Since its inception, the Board has been creating large number of facilities for the convenience of pilgrims including residential accommodations, ropeways, catering, drinking water, electricity, toilets, STPs, cloak rooms, various measures for safety and security of the pilgrims including slope stabilization of the hills along the Track besides a Master Plan for entire area of the Shrine Board has been taken up. For maintaining all these, the Shrine Board has its separate Procurement Wing for purchasing Engineering and Non-Engineering items managed by two different Stores and also has separate wings for Development Works, Establishments related issues etc.

This document presents the Terms of Reference for the Concurrent Audit of Shri Mata Vaishno Devi Shrine Board (SMVDSB).

2. Expression of Interest and Objectives of Audit

The objective of the assignment is to provide the CEO/Shrine Board timely *fiduciary* assurance that the financial management systems and internal control procedures as applicable to the SMVDSB are being adhered to by the various units of the Shri Mata Vaishno Devi Shrine Board.

The Concurrent auditor shall provide to the CEO/FA&CAO with timely information and recommendations/solutions on the financial management and operational aspects of the SMVDSB to enable the management to take corrective measures, wherever necessary.

3. Eligibility Criteria

Firms must qualify the following minimum criteria:

Sr. No.	Criteria	Minimum Requirement	Supporting Document(s)
1	Experience	<ul style="list-style-type: none">a) The firm must have 5 years' experience of Concurrent Audit in Central/State/UT/PSUs/Trusts managing the religious affairs, ending 31st march of last financial year.b) The firm must have Statutory Audit experience of 5 years of	<ul style="list-style-type: none">a) Concurrent Audit Work Certificates/Orders from the Auditee organisation.b) Statutory Audit Completion Certificates from the Auditee

		Central/State/UT/PSU/Trusts managing the religious affairs.	Organisation for the last 5 years to be provided.
2	Registration With C&AG and ICAI	The firm must be empanelled with C&AG and ICAI.	Self-Attested copy of Firm Registration Certificate issued by ICAI and C&AG.
3	Annual Turnover	The firm should have average annual turnover of over Rs. 1.00 crore during the last three Financial Years as per the audited balance sheets.	Self-Attested copies of Profit & Loss a/c and Balance Sheets for the last 3 Financial years.
4	Existence of the Firm	The firm should be existing for at least 10 years on the date of tender.	Self-Attested copy of Firm Registration Certificate issued by ICAI
5	Number of CA as Partners	The firm must have 10 partners who are exclusively engaged with the firm.	Self-Attested copy of latest Firm card issued by the ICAI.
6	Qualification of Partner CAs	The firm must have well qualified and experienced CAs as partners with at least: <ol style="list-style-type: none"> 1) 1 DISA qualified partner 2) 1 partner having Certification course in GST. 	Self-Attested copies of qualification of partners in the firm issued by the ICAI.
7	Blacklist	The firm should not have been blacklisted by C&AG/ Central/State/UT Government Departments.	Self-undertaking signed by the firm.
8	Head Office or Branch Office	Registered Office of the firm either Head or Branch should be located in Jammu/Katra.	Self-Attested copy of latest Firm card containing the details of the registered office.

4. Scope of the Audit and Outputs

The pre and post audit will be conducted on a daily real time basis. Specific areas of coverage of the audit will include the following as per requirement and new areas can also be added by the Authorities.

- (1) 100% pre and post auditing of all Projects payments on real time basis covering all categories of transaction and also to ensure all services rendered by the Shrine Board are charged and processed as per NIT/Procedure established and incorporated in Management Information System (MIS).
- (2) All the payments and receipts pertaining to Helicopter Service, Battery Car Service and License fee of various shops/kiosks, Royalty etc.
- (3) The capital expenditure related to Civil and Forest Wing.
- (4) Audit of all Purchase and procurements, and to verify payments having single value of more than Rs. 1.00 lakh whether the purchase procedures have been followed as per standard of procedure. Also verify and confirm the correctness of purchase orders and quotations with respect to same.
- (5) Payments Verification i.e., Bill Verification:
 - a. Expense Head
 - b. Recoveries/ Deductions to correct heads including TDS (Verify Payments in next month)
 - c. GST TDS
 - d. Capital/Revenue Misclassification
 - e. GST – Exempt services
- (6) Supply Chain Management purchases validation and verification with Goods receipt notes, delivery challans, purchase orders etc.
- (7) Perpetual Inventory, physical verification of stock items, review the receipts and issues of stock processes to ensure they are standardised on quarterly basis.
- (8) Inventory:
 - a. Transfer- in/ Purchase: Verify Description of Item, Quantity & Rate.
 - b. Closing stock confirmation by units – Compare with Ledger Balances.
- (9) The audit of all the expenditure related to Operation & Maintenance and verify payments as per standard of procedure.
- (10) TDS:
 - a. Filing of TDS monthly as well as annual returns.
 - b. Filing of Form 26Q & 24Q
 - c. To check amount paid/ credited, Rate, Section
 - d. To check amount paid/ credited comparison with Ledger Balances
 - e. To check TDS as per 26Q & 24Q comparison with Ledger Balances
- (11) Audit of transactions pertaining to all taxes, duties, levies, cesses, charges, rates, assessment fines, penalties and filing of periodic returns as per relevant statutory laws in force.
- (12) Review and Verification of daily cash collection at all units and to report for any discrepancy in bank deposits for the daily cash.
- (13) Unit wise Monitoring of periodical Bank reconciliations with all Banks.
- (14) Identification of Risk areas and its effect on financial transactions.
- (15) Auditing and evaluation of missing internal controls
- (16) Audit of accounts w.r.t recording of transactions against the transactions done at the Unit level.

- (17) Audit of transactions on the basis of classification of heads of Income and expenditure account and balance sheet.
- (18) Audit of Income and Expenditure and identification of leakages.
- (19) Income, Expenditure, Stores, inventory and material reconciliation.
- (20) Cash Verification –
 - a.Today collection next day deposit.
 - b.Income Head.
 - c.GST Classification & Reconciliation of Ledger Balances with GST data.
- (21) Control Accounts – Closing Ledger Balance should be “0” (ZERO) annually.
- (22) List of Journals Passed except covered above – verification thereof.
- (23) Liability Comparison of Ledger Balances with confirmed Balances& Comparison of Ledger Balances of liabilities with Bank Balances (Including Futures).
- (24) Transactional analysis on the basis of data available for each type or mode of transaction and exceptional issues
- (25) System sophistication and improvement measures and their helpfulness to financial prudence.
- (26) Revelation of fraudulent, abnormal, suspected&exceptional Transactions.
- (27) Preparation of GSTR Data, Filing of GST Returns, Returns for TDS and TCS under GST Regime.
- (28) To ensure timely filing of Returns including Annual Returns.
- (29) After filing of return, if any default Notice is received from GST Authority, the responsibility for resolving the issue will rest with the successful bidder.
- (30) To suggest the management, the changes/modifications in the existing accounting system as per requirement of the provisions of Goods and Services Act, 2017.
- (31) To provide comments on files notes as and when required.
- (32) To check all insurance policies have been procured on time .
- (33) Preparation of Fixed Assets Register.
- (34) All Statutory Audit related points and compliance should be completed by the successful bidder.
- (35) The responsibility for resolving the Audit Points raised by the Statutory Auditors shall also lies with the successful bidder.
- (36) Preparation of daily report based on scope of Audit and monthly review meeting with CEO/ Addl. CEO. Providing analysis of observations along with solutions to management
- (37) Any other Audit assignment as given by the Authorities from time to time in relation to their area of work.

In addition to above, Concurrent Auditors must perform duties as per the Checklists mentioned below:-

(A) CHECKLIST FOR DONATIONS

1. List of banks authorized to collect the donations and the account numbers for the same.
2. To check list maintained for donors registered for privilege purpose and reconciliation of privileges thereof.

3. Verify the documents from all the sources with the CDMS entry and reconciliation with the bank.
4. Statutory compliance of the documents.
5. Verify the accounting of Tally and reconcile with CDMS software.
6. Reconciliations between CDMS & bank statement on daily basis.
7. Verify the reconciles prepared by the Accounts department.
8. Verify how the anonymous donations are accounted and how many are pending.
9. Frequency of follow ups of anonymous donations.
10. Percentage of anonymous donations during previous year.
11. To pinpoint delays in clearance of cheques/DDs by Banks.
12. Verify Aggregate donation list of the donors for privilege purpose.
13. To check whether 80G certificate have been issued to the donors.
14. To check Registers maintained by the donation section and accounts section.
15. Reconcile free Prasad delivered with online/CMS/Apps/Aggregate/Banks donations.

(B) BILLS PAYMENTS CHECKLIST

- 1 Check the correctness of following details of the INVOICE with Administration proceedings and Stores GRs and Payment Vouchers
 - a. Invoice number & Invoice Date, GR number and date.
 - b. Invoice type for each bill pmt., (Standard/Prepayment/Payment request)
 - c. Supplier site and Invoice description
 - d. Invoice number has to be matched with Purchase Orders Receipts.
- 2 Check the correctness of following details for GST statutory purpose
 - a. SMVDSB Name, Address, PAN & GST number
 - b. Party Name, PAN & GST number, Bank Accounts details & Payment Methods
 - c. HSN code and GST Rates
 - d. Invoice total amount accuracy with Taxable value and GST amounts.
- 3 Check the correctness of deductions of tax applied on payments & TDS on GST rates. TDS on GST to be deducted in case each agreement value is more than 2.5 lakhs. TDS on GST not required for payments to government/PSU. GST RCM to be selected for security bills, advocate bills, payment to government/local authority.
- 4 Check and verify Eng. and Non- Eng. Bills as per statement with invoice and proceedings.
- 5 Check the correctness of section and unit code filled in TDS Tax details and also check the IT return filling declaration for specified person or not. TDS not required for payments made to Government having 'G' in the PAN number.
- 6 Check the credit memo made to party for any adjustment entries in TALLY/ERP like Shortages/Excess, fines, penalty, etc are properly done with proper GST.
- 7 Check the below additional details for specific nature bills:

- a. Match report for Telephone and Electricity bills.
- b. Payment schedules report for contract wages
- c. For EMD release check whether release order has been issued or not and also to check validity of EMDs/BGs.
- d. Check supplier details for advance adjustment bills and also ensure correct accounting manner along with IT TDS and GST TDS etc. if applies.
- e. To check whether duplicate GRs or bills received or not and payment verification thereof.
- f. To intimate in advance EMDs/BGs going to expire.
- g. To intimate default parties who are not filing GST returns.

(C) Heli & Battery Car Services Checklist

- 1. Verification and Reconciliation of daily Sale Report of Helicopter tickets and Battery Cartickets from concerned Heli Counters and Battery Car Counters with amount deposited in the bank.
- 2. Reconciliation of daily sale Report of Heli and Battery Car tickets with data obtained from CMS portal.
- 3. Collecting daily flying report from E&R Section, Niharika & Sanjichatt and reconciliation with CMS report and also travelled data of battery car.
- 4. Reconciliation of monthly data with report of CMS portal.
- 5. Reconciliation of Bills Submitted by both Heli Operator and Battery Car with Monthly Report and CMS Portal for making Payment.
- 6. Reconciliation of Monthly Landings of Helicopter with Report submitted by Sanjichatt and Katra Helipad.
- 7. Reconciliation of Charter flights for Royalty submitted by Heli operator with every charter order from Adm. & Operation Section.
- 8. Reconciliation of Website & Mobile APP bookings, Travelled, Cancellation & No Show with report submitted by Online Section.

(D) Salary & Wages Checklist:-

- 1. To check Salary & Wages released as per attendance received from all units.
- 2. Liability for Expenses (Salary) reason & release thereafter.
- 3. Salary & Wages Payable.
- 4. Supplementary salary.
- 5. Employee welfare fund reconciliation with Bank account.
- 6. Higher Pay scale Arrear (As per order & effective period)
- 7. Promotion Arrear (As per order & effective period)
- 8. Gratuity and Leave Encashment payable and liability thereof.
- 9. Annual Increment to be checked as per order.
- 10. Income Tax calculation as per salary and wages.
- 11. To check various deductions from salary viz room rent, advances, etc.
- 12. EPF Payable.

(E) GST Checklist: -

- 1. It should be ensured that monthly returns should be matched with books of accounts before filing of GSTR 9 and data should be checked before filing 9C.
- 2. To check whether taxes on RCM has been paid in cash or not.
- 3. To check that any E-bill was issued or not, if required. If it's issued, then check is it tallying with invoices issued.

4. Check if the liability as per GSTR-3B is matching with liability as per GSTR-1 and the total sales or not.
5. Check all the amendments to the invoices are getting reflected in GSTR-3B and GSTR-1 correspondingly if any.
6. GSTR 7 GSTR 8 should be matched with the books of accounts.
7. After filing of the Return, if any default notice received from the GST Department, the responsibility for fixing the same shall lies with the Concurrent Auditors.

5. Selection Criteria

The selection of the Bidder shall be based upon the Quality & Cost Based Selection Methodology with technical evaluation and Presentation in the first stage and financial evaluation in the second stage. In the first stage, the Technical Proposal will be evaluated of only those bidders who qualify eligibility criteria as per point 3 on the basis of Applicant's experience, its understanding of TOR, experience of the firm and as per selection criteria mentioned at point 5.1. Only those Applicants whose Technical Proposals including presentations score 60marks or more out of 100 shall be eligible for financial evaluation.

5.1 The scoring criteria to be used for evaluation shall be as follows: -

S.No.	Criteria	Basis of Marks	Maximum Marks
1	Average Annual Turnover of the firm during the last three Financial Years	2 marks per crore	20 marks
2	Number of Associate Members in the firm beyond 5	2 marks for each associate member	10 marks
3	Number of Fellow Members in the firm beyond 5	3 marks for each fellow member	15marks
4	The firms having the experience of Concurrent Audit in Central/ State/UT PSUs/ Trusts managing the religious affairs beyond 5 years.	2marks for each year	20 marks
5	The firm having registered office either Head or Branch office in Jammu/Katra.	2 marks for each year (as on date)	10 marks
6	Presentation		25marks
Total			100 marks

5.2 Shortlisting of Applicants

All the Applicants ranked as aforesaid, shall be pre-qualified for financial evaluation in the second stage. However, if the number of such pre-qualified

Applicants is less than 2(two), the SMVDSB may in its discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in clause 5.1 and provided that in such an event, the total no. of pre-qualified Applicants shall not exceed 2(two).

- a. Bids shall be evaluated both in terms of 'Quality' as well as 'Quoted Price' i.e. Quality & Cost Based Selection (QCBS) methodology. The weightage for the 'Quality' is 70(seventy) and the weightage for the 'Quoted' price is 30(thirty).
- b. A bid shall have to meet the Minimum Qualifying Marks of 60(sixty) marks in 'Quality' Criteria. Bids not meeting the minimum qualifying marks in 'Quality' Criteria shall be rejected. The Bids meeting the minimum qualifying marks shall be called 'Qualified Bids' and shall be eligible for financial evaluation of the bid.
- c. 'Qualified Bids' (meeting the minimum Qualifying Marks of in Quality Criteria) and conforming to the technical specifications, terms & conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered for further evaluation.
- d. To ascertain the Inter-se-ranking of the bids, the Quality & Cost Based Selection (QCBS) methodology as mentioned below shall be adopted.

- i) An Evaluated Bid Score (B) will be calculated for each bid, which meets the minimum Qualifying marks of 60 (sixty) in "Quality" Evaluation Criteria, using the following formula in order to have a comprehensive assessment of the Bid price and the quality of each bid:

$$B = (C_{low}/C) * 100 * X + (T/T_{high}) * 100 * Y$$

Where,

C = Evaluated bid price for the bidder,

C_{low}= The lowest of the evaluated bid priced among the responsive bids,

T= The total Technical Score awarded to the bid.

T_{high}= The technical score achieved by the Bid that was scored best among all responsive bids.

X = 0.3 (The weightage for "Quoted price" is 30%)

Y = 0.7 (The weightage for "Quality" is 70%)

Note:

The Evaluated Bid score (B) shall be considered up to two decimal places.

- ii) Contract shall be awarded to the bidder with the highest Evaluated Bid Score (B)
- iii) In the event of two or more bids having the same highest Evaluated Bid Score (B), the bid scoring the highest marks against "Quality" criteria will

be recommended for award of contract. Even if there is a tie, then the firm having the highest turnover shall be selected.

6. Audit Reporting and Opinion

The concurrent auditor should review and assess the analysis drawn from the internal audit evidence obtained as the basis for their conclusion on the efficiency and effectiveness of systems, processes and controls.

The report should be discussed with CEO/FA & CAO and should be structured in a manner giving the observations, the implications of the observations, the suggested recommendation/solutions and the management comments/agreed actions. This will be in the form of a daily audit report in excel and will be submitted through e-mail on a day to day basis to CEO/FA & CAO and other authorized authority.

7. Timelines and submission of reports

The auditor will commence their audit starting from 1st October 2023 and submit their audit report on a daily basis. A summary presentation to be made on each month Audit meeting stating the key observations and its implications with suggested solutions and the management comments/agreed actions.

8. Key Personnel

It is a pre-requisite that the key personnel is familiar with Shrine Board related to information system and who has conducted an audit of Autonomous Bodies/Board/Trust of such scale will be preferred. The list of key personnel and whose CVs and experience would be evaluated for this consultancy is as follows:

Key Professional:

The selected audit firm shall deploy minimum 5 resources. One must be a qualified Chartered Accountant having at least 3 Years relevant experience and four audit assistants. The audit firm shall deploy such more qualified and experienced Personnel as and when required for internal audit. The firm shall furnish the list of resources to be deployed for SMVDSB audit with details before commencement of audit. The list shall be reviewed and approved by SMVDSB with or without modification. The selected firm is also required to provide the services of DISA qualified CAs as and when required by the Shrine Board.

Description of Services to be provided:

Concurrent Audit as per scope of work stated in point 4 of TOR. It is mandatory for the Engagement Manager to visit the Central Office of SMVDSB at least twice a month and Chartered Accountant and Audit Assistants shall work on all working days of the Shrine Board. The Engagement Manager shall provide guidance to the Consultants and suggest recommendations to the management on the observations as identified by the Consultants.

Experience & Qualification:

Chartered Accountant must have minimum experience of 3 years in internal / concurrent audit and should have conducted internal audits / reviews of organisation like Shrine Board/ Trust of similar scale and Audit Assistants must be Intern Qualified Chartered Accountants.

9. Terms of Appointment and Payment

SMVDSB intends to engage a reputed concurrent audit firm for the proposed engagement having proven track record of internal / concurrent audits for not less than 5 years. The firm must have done or doing internal/concurrent of organisation similar in nature with Shrine Board. The firm or any Partner / MD of the firm, should not be blacklisted by State/Central/UT/ C& AG or any other organization of similar nature.

The appointment of selected concurrent audit firm will be for a period of 24 months effective from 1st October, 2023.

9.1 Terms of Payment

It is mandatory for the Key Personnel to perform concurrent audit at the premises of the SMVDSB on all working days. They have to manage accommodation and all other logistics on their own, if any within the quoted cost. No out of pocket expenses shall be provided to the Article. The team has to work during the office hours of all working days. The payment of audit fees will be on a monthly basis with a 15 days' credit period from invoice date and the amount will be fixed as per the final bid selected in tendering process.

Initial engagement is for first 24 months. The contract of engagement can be renewed for another period of 24 months with a maximum increment of 7 percent of previous contract audit fees, subject to satisfactory performance and the decision shall entirely lie with CEO, SMVDSB.

All taxes, fees to be deducted or charged will be applicable as per relevant law in force and the audit fees will be inclusive of such taxes by the consultant firm raising the invoice.

9.2 PENALTY:

Penalty shall be imposed upon the bidder for not providing staff as mentioned at point 8 on prorata basis from monthly bill for no. of days the staff remains absent. Further if any of the staff member(s) remains continuously absent then SMVDSB shall have the liberty to cancel the contract without giving any notice.

10. Bid Price and Validity of Bids

The minimum professional fee would be starting at Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) per month for a period of 24 months which is inclusive of all taxes as admissible. **No accommodation, conveyance allowance and out of pocket expenses will be provided to the representatives of the firm conducting the Concurrent Audit.** Bids shall remain valid 120 days after the date of opening.

11. Opening of financial bids

The bidders who are technically qualified will be intimated about the date of opening of financial bid.

Important dates

Last date for submission of bids	01/09/2023
Opening of financial bid	To be intimated to the technically qualified bidders only

12. Confidentiality and Non-Disclosure Agreement

It is mandatory for the selected chartered accountancy firm to enter into a Non-Disclosure Agreement with SMVDSB. The prescribed format of 'Confidentiality and Non-Disclosure Agreement' is in Annexure-III.

13. Arbitration

Any of the parties may apply to the Chief Executive Officer of Shri Mata Vaishno Devi Shrine Board for the appointment of the Arbitrator in the event of any dispute/difference. On receipt of such request, it shall be lawful for the Chief Executive Officer to appoint an Arbitrator to adjudicate upon the dispute/differences. The Arbitrator so appointed shall enter upon reference and decide the dispute in accordance with The Arbitration & Conciliation Act, 1996. Place of arbitration shall be Jammu.

ANNEXURE-I**TECHNICAL BID**

S. No.	Particulars		
	(Supporting Documents required to be uploaded along with the Form)	Document uploaded	Remarks
1	Name of the firm		
2	Address of the firm		
3	Registered Office of the firm in Jammu/Katra. (upload copy)	YES/NO	
4	Phone No. / Email id		
5	Year of establishment of Firms(s) Copy of Registration / Incorporation Certificate (upload copy)	YES / NO	
6	PAN No. (upload copy of PAN Card)	YES / NO	
7	Firm GST Registration No. (upload copy of Registration)	YES / NO	
8	Registration No. with ICAI (upload copy of Registration)	YES / NO	
9	Registration No. with C&AG (upload copy of Registration)	YES / NO	
10	Number of Chartered Partners in the firm (upload copy)	YES / NO	
11	Annual Turnover along with Balance Sheet of the Last Three Financial Years	YES / NO	
12	Number of DISA/GST qualified Chartered Accountants in the firm (upload copy)	YES / NO	
13	Income Tax Returns for the last three Financial Years	YES / NO	
14	Number of semi qualified assistant (inter Chartered Accountant) in firm (upload copy)	YES / NO	

15	Experience of Concurrent Audit in Central/ State PSUs/ Trusts managing the religious affairs. (upload copy)	YES / NO	
16	Experience of Statutory Audit in Central/ State PSUs/ Trusts managing the religious affairs. (upload copy)	YES / NO	
16	EMD NO. (upload copy)	YES/NO	
17	Tender Fee mentioning UTR No. (upload copy)	YES/NO	
18	Copies of Appointment as Concurrent Auditors for the Last Five years (upload copy)	YES/NO	

I certify that all the terms &conditions of the tender documents are acceptable to us.

Signature of the authorized person

Date

Name

Place

Designation

Board Seal:

ANNEXURE-II**FINANCIAL BID**

1. Name of the firm:
Address
Phone No.
2. Rate shall include all overhead charges for concurrent auditor staying at various locations of the Shrine Board at Katra, Adkuwari, Bhawan, Jammu, Kakryal etc.

Item of Activity	Amount in Rupees
1. Professional Fee including Taxes	Rs. <u>xxxxxxxxxxxxxx/-</u> . Per month In Words: <u>xxxxxxxxxxxxxxxxxxxxxx</u>

Signature of the authorized person

Date
Place
Board Seal:

Name
Designation

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the "Agreement") is entered into on this [●] day of [●] 2023 at [●]

BETWEEN:

Shri Mata Vaishno Devi Shrine Board, at [●], hereinafter referred to as the "**Board**" which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-interest and permitted assigns of the **FIRST PART**.

AND

[●], an existing Board registered under the Companies Act, 2013 having its registered office at [●], hereinafter referred to as "ABC" which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-interest and permitted assigns of the **SECOND PART**.

For the purposes of this Agreement, the Party that discloses Confidential Information to the other Party shall be referred to as the "Disclosing Party", and the Party that receives such Confidential Information from the other party shall be referred to as the "Recipient and/or Receiving Party".

The Board and ABC are hereinafter individually referred to as a "Party" and collectively as the "Parties".

AND WHEREAS, the Board is evaluating the possibility of [●] and in connection with such [●] and during any consequent engagement pursuant to such [●], it may be desirable or necessary for Disclosing Party to disclose to Receiving party certain information or provide access to documents or give copies of documents, which are proprietary and/or confidential to Disclosing Party and/or its clients. Hence the Disclosing Party desirous of protecting such proprietary and confidential information upon the terms and conditions herein set forth and is desirous of preventing the disclosure, dissemination or publication of such information by Receiving Party and the Receiving Party is willing to maintain the confidentiality of such information disclosed to it by Disclosing Party in accordance with the terms and conditions hereof. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

- a. For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary and/or Confidential information to the Disclosing Party and not generally known to the public, whether intangible or in a tangible form, whenever and however disclosed, including, but not limited to: (i) any, plans, financial information, or projections, operations, sales estimates, and

performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated Units; (ii) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, information; "Confidential Information" includes any information:

- specifically indicated by the Disclosing Party, either verbally or in writing, as confidential;
- under the circumstances of the disclosure, that are to be treated as confidential; or
- the Recipient creates or produces while performing its obligations under this Agreement, regardless of the media that contains the information.

b. Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (b) is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement; (c) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and (d) is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, during the subsistence of this Agreement, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential by using a high degree of care, but not less than the degree of care used by safeguarding its own confidential information; and (d) not disclose any Confidential information received by it to any third parties (except as otherwise provided for herein). Each party shall be jointly and severally responsible for any breach of this Agreement by their respective Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a period of two years. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect for a total period of 10 years from disclosure of such Confidential Information.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that the disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have

been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Warranty.

Each party warrants that it has the right to make the disclosures under this Agreement. No warranties are made by either party under this agreement whatsoever. The parties acknowledge that although they shall each endeavour to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Disclosing Party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither party hereto shall have any liability to the other party nor to the other party's representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Indemnity.

Receiving Party hereby agrees to indemnify and hold Disclosing Party and its employees, directors, officers and agents harmless from and against any and all claims, demands, liabilities, losses, costs, damages and expenses of any nature whatsoever (including, without limitation, the cost of investigation and defending any lawsuit or other legal proceeding and reasonable attorney's fees and expenses incurred in connection therewith) claimed from or asserted against Disclosing Party by a third party, upon or arising out of the use by Receiving Party of the information provided by Disclosing Party hereunder.

12. Miscellaneous.

- a. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of India, without giving effect to any conflict of law provisions thereof. The courts situated in Bangalore, Karnataka, shall alone have jurisdiction to decide any dispute(s) arising out of or in relation to this Agreement.
- c. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d. Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e. Any notice or communication to be given under this Agreement shall be given if sent by registered post with acknowledgement due to the intended recipient at the address given above or to such address as may be notified from time to time by the party concerned. No e-mail communication will be accepted as a valid notice given in terms of this Agreement.
- f. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be

binding upon the parties to this Agreement and their respective successors-in-interest and permitted assigns.

g. Paragraph headings used in only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

Authorized Signatory,
For Shri Mata Vaishno Devi Shrine Board

Authorized Signatory,
For ABC

Witnesses:

1.
2.

1.
2.

“END OF DOCUMENT”