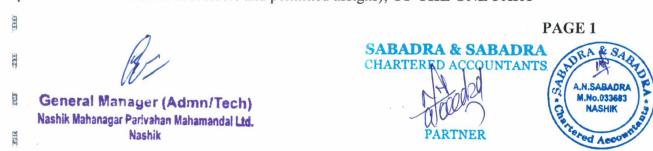


**Statutory Auditor Contract Agreement** 

THIS CONTRACT AGREEMENT is made on this 27<sup>th</sup> day of August 2021 and Contract No. at (Nashik Municipal Corporation)

# BETWEEN

The Nashik Mahanagar Parivahan Mahamandal Limited, operated through its Chairman and Managing Director and having its principal office at Citiline Head Office, Golf Club Ground, Trimbak Road, Nashik - 422002, through its Authorized Signing representative General Manager (Technical and Admin) (here in after referred to as the "Authority", which expression shall include its successors and permitted assigns); OF THE ONE PART



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্রেন্ত্র বিষয় বিষয় বিষয় সংগ্রহণ করে । বিষয় বিষয় করে । বিষয় বিষয় বিষয় বিষয় বিষয় বিষয় বিষয় বিষয় বি

#### AND

SABADRA and SABADRA, Chartered Accountants a firm incorporated under the laws of India andhaving its principal place of business at Office No. 7, Sumangal Builder House, Sadhu Vaswani Road, Holaram Colony, Nashik acting through its Authorized signing representative CA Anant Navalmal Sabadra Partner (hereinafter called the "Agency"). which expression unless repugnant to the context or meaning thereof, be deemed to mean and include its beneficiaries, successors, administrators and permitted assigns), OF THE OTHER PART

The Authority and the Agency are hereinafter individually referred to as "Party" and collectively as "Parties"

### **WHEREAS**

- A. The Authority desires to engage Statutory Auditor for Nashik Mahanagar Parivahan Mahamandal Limited (NMPML) (the "Project"), and the Agency has agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.
- B. The Authority in its General Body Meeting vide Resolution No. 91 dated 19/09/2018 has resolved to provide City Bus Services to ensure better mobility solution by City Bus Services in Nashik.
- C. The Board of directors of Nashik Mahanagar Parivahan Mahamandal Limited (NMPML) vide resolution No 69. of 6<sup>th</sup> Board Meeting dated 24.06.2021 has resolved the appointment of Statutory Auditor for the public limited company.

## NOW IT IS HEREBY AGREED as follows:

## **Article 1: Contract Document**

## Contract Documents (Reference GCC Clause1

The following documents shall constitute the Contract between the Authority and the Agency, and each shall be read and construed as an integral part of the Contract:

- a) This Contract Agreement including General Conditions of Contract (GCC), and Appendices attached to the Contract Agreement.
- b) Bid Proposal submitted by the Agency dated 22.03.2021
- c) Letter on dated 19.06.2021.
- d) Letter of Award dated 10.08.2021.
- e) Copy of receipt & acknowledgement of Letter of Award.
- f) Security Deposit of ₹ 1500/- DD No.022366 Dated 26.08.2021.
- g) Other related communications between Authority and Agency.
- 1.2. All the documents shall be considered for harmonious construction of any provision in case any disputearises.

General M. Jager (Admn/Tech) Nashik Mahanagar Pariyahan Mahamandal Ltd.

Nashik

PARTNE

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1.3. <u>Definitions</u> (Reference GCC Clause 1) Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

## 2. Article 2. Contract Price and Terms of Payment

2.1 The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the terms and conditions of the associated in terms, and the taxes, duties and related levies if and as identified as ₹ 29,750/- (Rupees Twenty-Nine Thousand Seven Hundred Fifty only) exclusive of applicable Taxes per year.

## 3. Article 3. Effective Date for Determining Time for commissioning

3.1. Effective Date (Reference GCC Clause 12)

The Effective Date of Contract is the date of signing this Contract Agreement between Authority and the Auditor. Each Party shall use its best efforts to fulfil the above conditions for which it is responsible as soon aspracticable.

No modification of the Contract including Appendices here to, shall be valid unless the same is agreed to in writing by the Parties and issued as amendments to the Contract.

IN WITNESS WHEREOF the Authority and the Agency have caused this Contract Agreement to be duly executed by their duly authorized representatives on the day and year first above written.

Signed:

In the capacity of General Manager, NMPML

In the capacity of Authorized Signatory of the bidder

For sabadra & sabadra Chartered Accountants

ANANT N SABADRA, FCA

M.No. 033683

A.N.SABADRA
M.NO.033683
NASHIK

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#### A. GENERAL PROVISIONS

#### 1. Definitions

In this GCC (as here in after defined), unless the context otherwise requires, the following terms and expressions, whenever used shall have the following meanings here in after respectively as cribed to them

- a) Agency: Agency means an entity registered with ICAI and willing to execute by accepting terms and conditions given in the tender document and scope of work defined under the contract agreement.
- b) Auditor: Agency appointed to verify the correctness of the accounting records of the company, as per the Companies Act, 2013 by MCA, Govt. of India.
- c) Competent Authority: Competent Authority means Chairman cum Managing Director (CMD) or any officer designated by the CMD.
- d) CMD: Chairman and Managing Director of the public limited company NMPML promoting the brand name as "CITILINC".
- e) Contract Agreement: Means the Agreement to be signed between NMPML & Successful Bidder.
- f) MCA: Ministry of Corporate affairs, Government ofIndia.
- g) NMPML: NMPML means "Nashik Mahanagar Parivahan Mahamandal Ltd.". A special purpose vehicle of Nashik Municipal Corporation and having its registered office at Citilinc Bhavan Golf club ground, Trimbak Road Nashik 422002.
- h) Taxes: Taxes means Income Tax, Surcharge, GST and any Other Tax, Levy, Fees, Cess as imposed by the Government from time to time.

## 1.2 Interpretation

- 1.2.1 In this GCC, unless the context otherwise requires:
  - a. words denoting the singular shall include the plural and vice versa; words denoting a person shall include an individual, corporation, company, partnership, otherentity;
  - b. heading and bold type face are only for convenience and shall be ignored for the purposes of interpretation.
  - c. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Contract, from time to time be amended, supplemented orre-enacted.
  - d. references to the word "include" or "including" shall be construed without limitation; references to this Contract or to any other contract or deed or other instrument shall be construed as a reference to such contract, deed, or other instrument as the same may from time to time be amended, varied, supplemented or innovated; and
  - e. the Schedules to this GCC form part of this Contract and will be in full force and effect as though they were expressly set out in the body of this Contract.

#### 2. Relationship between Parties

2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Authority and the Agency. The Agency, subject to this Contract, has complete charge of the personnel, if any, performing the services required under this Contract and shall be fully responsible for the services performed by them or on their behalf here under BADRA & SABADRA

General Manager (Admn/Tech) Nashik Mahanagar Parivahan Mahamandal Ltd. Nashik

PARTNER

CHARTERED ACCOUNTANTS

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General Manager (Admin/Tech.) Nashk Matangar Parvater Matanandal Ltd.

PARTNER

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## 3. Governing Law and Jurisdiction.

- **3.1** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of the state and rules amended or to be amended by Ministry of Corporate Affairs, Government of India time to time.
- 3.2 The Courts of Nashik alone shall have exclusive jurisdiction over all matters arising out of or in respect of the Contract.

## 4. Language

- **4.1.** This Contract has been executed in the English language or this contract document, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- **4.2.** In certain case information shall be in the Marathi language for the project, which shall be the binding for theagency.

## 5. Heading

The headings are for convenience of reference only and shall not limit, alter or affect the meaning or interpretation of this Contract.

#### 6. Communications

Any communication, approval, notice, report, consent, certificate or request required or permitted to be given or made pursuant to this Contract ("Communication") shall be in writing in the language specified in the section. Unless otherwise specified in the Contract, any such Communication shall be sent by electronic mail or facsimile transmission, with a confirmation copy by E-Mail or registered post to the address specified. Any Communication sent by electronic mail or facsimile shall be deemed to have been received on the date of transmission and any notice served E-Mail or registered post shall be deemed to be received when delivered to the address specified in this document.

A Party may change its address for Communication here under by giving the other Party notice of such change to the address specified in this document.

#### 7. Location

The location is Nashik

## 8. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Authority or the Agency may be taken or executed by the officials of NMPML as approved.

General Manager (Admn/Tech) Nashik Mahanagar Parivahan Mahamandal Ltd. Nashik ABADRA & SABADRA
CHARTERED ACCOUNTANTS

PARTNER

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RELIEFE ACCOUNTANTS

PARTNER

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## 9. Corrupt and Fraudulent Practices

- a) Section 140 (5) of Companies Act, 2013 is triggered when an Auditor has acted or been involved in a fraudulentact.
- b) Section 447 of Companies Act, 2013 of the Act provides that "fraud" in relation to affairs of a Company or any body corporate, includes any act, omission, concealment of any fact or abuse of position committed by any person or any other person with the connivance in any manner, with an intent to deceive, to gain undue advantage from, or to injure the interests of the Company or its Share holders or its creditors or any other person, whether or not there is wrongful gain or wrongful loss.

## 10. Severability

If any provision of this Contract is declared illegal, void or unenforceable, the same shall not affect the other provisions here in which shall be considered severable from such provision and shall remain in full force and effect.

## 11. No waiver of rights and claims:

- a) Waiver by the Authority of any default by the Agency in the observance and performance of any provision of or obligations of or under this Contract.
  - i. shall not operate or be construed as a waiver of any other or subsequent default here of or of other provisions of or obligations under this Contract.
  - ii. shall not affect the validity or enforceability of the Contract in any manner.
- b) Any forbearance, toleration or delay in invoking any of the rights or claims accruing in favour of the Authority under the terms of this Contract shown or made by the Authority in whose favour such rights or claims might have vested by virtue of the Contract shall neither constitute nor be construed to be a waiver of such rights or claims accruing in respect the Agency.

#### 12. Effectiveness of Contract

This Contract shall come into force and effect on the date on which the conditions specified in Contract are fulfilled (the "Effective Date").

## 13. Commencement of Contract

The Agency shall commence services from the date as per the work order.

## 14. Expiration of Contract

Unless terminated earlier pursuant to Clause 20 this Contract shall expire at the end of such time period of 1 (One) year after the Effective Date as specified, unless extended in accordance with this tender document.

General Manager (Admn/Tech)
Nashik Mahanagar Pariyahan Mahamandal Ltd.
Nashik

SABADRA & SABADRA CHARTERED ACCOUNTANTS

A.N.SABAD M.No.0336 NASHIK

PARTNER

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## 15. Entire Agreement

This Contract constitutes the entire understanding between the Parties regarding the scope of services and supersedes all prior written or oral understandings, offers, agreements, communication or representations affecting the same subject matter. It is clarified that the obligations of the Agency under the RFP shall continue to subsist and shall be deemed of orm part of the Contract.

## 16. Dispute Resolution

- a) Save where expressly stated otherwise in this Contract, any Dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Contract including non-completion of the Contract between the Parties and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably by the Parties and failing such resolution of the same, in accordance with the procedure set forth below.
- b) Either Party may require the Dispute to be referred to the CEO, NMPML/ other Designated Officers, of Authority for amicable settlement. Upon such reference, both the Parties and the Chairman and Managing Director/ Other Designated Officers or his nominee (who can be an employee of Authority dealing the Authority functions or otherwise) shall meet at the earliest mutual convenience and in any event within 30 (thirty) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably resolved within 30 (thirty) days of such meeting, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 17 below.

#### 17. Arbitration

In the event of any Dispute is not resolved then the same shall be settled by arbitration in accordance with the following provisions:

- a) The place of arbitration shall be Nashik.
- b) The English language shall be the official language for all purposes.
- c) In the event of any dispute arising between the Parties in relation to or under this Agreement, Parties shall make every effort to resolve amicably by direct informal negotiation. If the dispute cannot be resolved amicably by direct informal negotiation between the Parties within 30 days, then the same shall be referred to the arbitrator. The sole arbitrator forth is contract will be Chairman and Managing Director NMPML.
- d) Arbitration proceedings shall be held in Nashik at the place indicated in Authority's Office and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English Arbitration/arbitral tribunal and the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 2015
- e) Performance during Arbitration: Pending the submission of and/ or decision on a Dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

General Manager (Admn/Tech) Nashik Mahanagar Parivahan Mahamandal Ltd. Nashik SABADRA & SABADRA CHARTERED ACCOUNTANTS

PARTNER

A.N.SABADRA M.No.033683 NASHIK

SABADRA & SAHADRA

General Manager (Admn/Tech) Mashik Mahanagar Panyahan Mahamandal Ltd.

CHARTERED ACCOUNTANT

PARTNER

## 18. Suspension

The Authority may, by written notice of suspension to the Agency via E-Mail or registered post, suspend all payments to the Agency hereunder-ifthe Agency fails to perform or is inbreach of any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:(i)shall specify the nature of the failure or breach, and (ii) shall request the Agency to remedy such failure within a period not exceeding 30 (thirty) calendar days after receipt by the Agency of such notice of suspension.

## 19. Payments to the Agency

- a) Any payment under this Contract shall be made in Indian rupees.
- b) The Agency shall provide the securities specified in this Contract in favour of the Authority at the times and in the amount, manner, and as specified in tender document.
- c) Mode of Billing and Payment: Payment to the Auditor shall be paid on closure of Financial Year as per MCA.
- d) No interest shall be paid on delay payment.

#### B. SPECIAL PROVISIONS

#### 20. Termination

Under Section 140 of the Companies Act, 2013, provides that the auditor appointed under section 139 may be removed from his office before the expiry of his term only by a special resolution of the company, after obtaining the previous approval of the Central Government in that behalf in the prescribed manner. The obtaining of the prior approval is a condition precedent since the Central Government have to be satisfied that the reasons are genuine keeping in view the best interest of the company and consistent with the need to ensure professional autonomy to its auditors. Authority also reserves the right to forfeit the security deposit submitted by bidder as a part of penalty recovery.

The auditor once resigned from the company shall file within a period of thirty days from the date of resignation, a statement in the prescribed form with the company and the Registrar, and in case of companies referred to in sub-section (5) of section 139, the auditor shall also file such statement with the Comptroller and Auditor-General of India, indicating the reasons and other facts as may be relevant with regard to his resignation.

## 21. Penalties

If the Auditor does not comply with the provisions of sub-section (2) of 140 of the Companies Act, it shall be liable to a penalty of fifty thousand rupees or an amount equal to the remuneration of the Auditor, whichever is less, and in case of continuing failure, with further penalty of five hundred rupees for each day after the first during which such failure continues, subject to a maximum of two lakh rupees as per the regulation of MCA, Govt. ofIndia.

General Manager (Admn/Tech)
Nashik Mahanagar Parivahan Mahamandal Ltd.
Nashik

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A.N.SABACR/ M.No.033683 NASHIK

PARTNER

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PARTNER

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## 22. Detailed Scope of Work and Responsibility

## 22.1. Responsibility of Authority

- a) The Statutory Auditor shall have the right to access all of the company's financial books, records, and information. These should be always made available to the Agency by the Authority
- b) As the Statutory Auditor has the right to seek any further information it thinks is necessary for his audit. These should be always made available to the Agency by the Authority

## 22.2. Scope of Statutory Auditor

The Statutory Audit shall be carried out in accordance with the Indian Accounting Standards and shall include various tests and controls, as the auditors feel necessary under the circumstances. While auditing and providing the Audit Report he must follow the Auditing Standards as per the ICAI guidelines.

Statutory Auditor shall write an auditor's report. In this, it must state if the financial statements of the company give a true and fair representation of their financial position and affairs.

In case the Auditor uncovers any fraud during his audit it must be reported by Authority to the Central Government authorities.

## A. Broad Scope

The major areas to be covered as Statutory Audit shall be,

- Transactions are recorded as per Indian accounting standards and are booked to proper accounting heads.
- ii. Any Goods and services have been procured by Authority in compliance with law.
- iii. Transactions are duly supported by proper supporting documents.
- iv. Propriety of the transactions.
- v. Checking the maintenance of books of accounts and records.
- vi. Checking the bank reconciliation statements.
- vii. Checking of component wise, category-wise and account head wise expenditures.
- viii. Checking of investments, short term deposit etc. made from time to time.
- ix. Checking of various taxes/statutory compliance.
- x. Verification of fixed deposits records and checking of interest received.
- xi. To check all statutory records registers including Minute Books and to see that accounting effect so fall the decisions taken at the Meetings of Governing Council/Board of Trustees/relevant Committees or Core Groups are given in the Books of Account.
- xii. To give executive summary incorporating all points/matters which are of very important nature.

### **B. Financial Books**

i. Verification of Bank Book Journal, Vouching of imprest Cash.

 Scrutiny of General Ledger, Staff Advance Registers, Commenting on loan outstanding entries, etc.

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Generaf Manager (Admn/Tech)
Nashik Mahanagar Parivahan Mahamandal Ltd.
Nashik

CHARTERED ACCOUNTANT

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LARTERED ACCOUNTANT

PARTNER

- iii. Verification of cash, cheques on hand etc. as on 31st of March every year.
- iv. Verification of all computer vouchers and sheets ensure correct coding and accounting head.
- v. Scrutiny of general ledger and Verification of Income and Expenditure Statement, and Balance sheet and other Schedules.
- Verification of all financial information completely, promptly and after the necessary authorization was recorded.

## C. Accounting policy & standard

- i. To review and help the management in implementing proper accounting procedures, internal check control and computerized systems.
- ii. Review of Accounts.
- iii. Check all recorded entries comply with accounting standard.

As per section 143 of Companies Act, 2013, the statutory auditor must ensure that:

- a) it has sought and obtained all the information and explanations which to the best of his knowledge and belief were necessary for the purpose of his audit and if not, the details there of and the effect of such information on the financial statements.
- b) it has proper books of account as required by law have been kept by the company so far as appears from his examination of those books and proper returns adequate for the purposes of his audit have been received from branches not visited by him.
- c) Whether the report on the accounts of any branch office of the company audited under subsection
  - (8) by a person other than the company's auditor has been sent to him under the proviso to that sub-section and the manner in which he has dealt with it in preparing his report.
- d) whether the company's balance sheet and profit and loss account dealt with in the report are in agreement with the books of account and returns.
- e) the financial statements comply with the accounting standards.
- f) the observations or comments of the auditors on financial transactions or matters which have any adverse effect on the functioning of the company.
- g) whether any director is disqualified from being appointed as a director under sub-section
   (2) of section 164.
- h) any qualification, reservation or adverse remark relating to the maintenance of accounts and other matters connected there with.

ABADRA & SABADRA
HARTERED ACCOUNTANTS

PARTNER

A.N.SABACRA M.NO.033683 NASHIK

PAGE 10

General Manager (Admn/Tech)
Nashik Mahanagar Parivahan Mahamandal Ltd.

Nashik

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THE FRANK SABADRA

PARTNER



Capitacial Maria gor (Admin/Tech) Mathik Maharagar Perbalien Maramardal Lud. Mashik Maharagar Perbalien Maramardal Lud.



# SABADRA & SABADRA

## CHARTERED ACCOUNTANTS

www.sabadransabadra.com

Annexure: A

Date: 27.08.2021

To,
The Board of Directors
Nashik Mahanagar
Parivahan Mahamandal
Limited
Nashik

Dear Sir,

Pursuant to the section 139 of the **Companies Act, 2013** read with rules made there under, We, SABADRA & SABADRA, Chartered Accountant(s) hereby give our consent for being appointed as Statutory Auditor of Name of Company Nashik Mahanagar Parivahan Mahamandal Limited for the financial year(s) 2020 – 21.

Further, we hereby certify the following conditions:

- a) Our firm is eligible for and is not disqualified for appointment under the Companies Act, 2013, the Chartered Accountants Act, 1949 and rules and regulations made there under.
- b) The proposed appointment is as per the terms provided under the Companies Act, 2013.
- c) the proposed appointment is within the limits laid down by or under the authority of the Companies Act, 2013;
- d) there are no proceedings against the auditor or audit firm or partner of the audit firm pending with respect to professional matters of conduct.

We also certify that we satisfy the criteria and are qualified u/s 141 of the Companies Act, 2013 to be appointed as the Statutory Auditor(s) of the Company.

For SABADRA & SABADRA

CHARTERED ACCOUNTANTS

ANANT N ŚABADRA M.No. 033683 FRN 108921W A.N.SABADRA M.No.033683 NASHIK

**PAGE 11** 

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Annexure: B

(Important Communication/ Letters to be attached)

General Manager (Admn/Tech) Nashik Mahanagar Parivahan Mahamandal Ltd. Nashik SABADRA & SABADRA CHARTERED ACCOUNTANTS

PARTNER

TS ORA & SARAD AN M.NO.033683 NASHIK

And interest of all their section of the management

SABADRA & SABADRA CHARTERED ACCOUNTANTS

PARTNER

General Manager (Admillionh)
Natur Mahangar Palvarian Mahanandal Ltd
Natur

IN WITNESS WHEREOF the Parties hereto have placed their respective hands and seals here to on the day and year first here in above mentioned

SIGNED, SEALED AND DELIVERED For and on behalf of Authority by:  Name: VASANT GAIDHANI	SIGNED, SEALED AND DELIVERED For and on behalf of Agency:  Name: ANANT N SABADRA
Designation: General Manager (Admin & Tech.)	Designation: Partner
Office address: Citilinc Head Office,	Office address: 7, Sumangal Builder
Golf Club Ground, Trimbak Road,	House, Sadhu Vaswani Road,
Nashik - 422002	Nashik
email id: gmadmin_citilinc@nmc.gov.in	email id: ansabadra@gmail.com
Witness:	Witness: Ward
Name: Bejirau Mali	Name: JAGATPAL.S. BAJET
Age: 46 years	Age: 45 TR2
Name: Bejirau Mali  Age: 46 years  Date: 31/8/2024  Location: Makik	Date:
Location: Mwwik'	Location:

BADRA & SABADRA

HARTERED ACCOUNTANTS

A.N.SABADRA

M.NO.033683

NASHIK

PARTNER

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HADRA & SARADRA

ARTERED ACCOUNTANTS

PARTNER

A JABAR MA CRETT SIMM AHYZAM