

Jammu & Kashmir Infrastructure Development Finance Corporation Ltd.

(A Government of Jammu and Kashmir Undertaking)

To

P.C Bindal & CO. Kamal kunj Rajbagh, Srinagar. 190001

Subject : Contract Agreement for appointment of Chattered Accountant.

With reference to NIT No. 04-JKIDFC of 2019 Dt. 06 September 2019 the Jammu & Kashmir Infrastructure Development Finance Corporation Ltd. is pleased to engage P.C Bindal & Co. as Chattered Accountants and internal Auditors of the Corporation as per terms and conditions of the contract duly signed by the parties and is attached here within.

(Showkat Hussain Mir) Director Finance, JKIDFC

NO. FD/RES/2018-19/JKIDFC/14/06. Dt: 15-10-2019

Copy to the:-

- 1. CMD, JKIDFC Ltd., for Information
- 2. ED, JKIDFC Ltd., for Information.
- 3. GM, JKIDFC Ltd., for Information.
- 4. PM (IT), JKIDFC Ltd., for Information.
- 5. Office Record.

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Branch Office : Finance Department, Government of J&K, Civil Secretariat, Srinagar (May-Oct.)/ Jammu (Nov.-Apr.), J&K

Phone : +91 191 2546123 URL : http://www.jkidfc.in



Jammu & Kashmir Infrastructure Development Finance Corporation Ltd.

(A Government of Jammu and Kashmir Undertaking)

CONTRACT AGREEMENT FOR APPOINTMENT OF CHARTERED ACCOUNTANT

The Agreement made on Fifteenth day of Tenth Month of Two Thousand and Nineteen between the Jammu & Kashmir Infrastructure Development Finance Corporation(JKIDFC) Ltd. (The Company is a Private Limited Company as defined under Sub-section (68) of Section 2 of the Companies Act, 2013).

AND:

M/S P.C BINDAL & CO. Resident of <u>Kamal Kunj Rajbagh, Srinagar</u> hereinafter called the "CA/ Cost Accountant" (which term shall unless repugnant to the context mean and include its successor- ininterest and permitted assignees) of the SECOND PART.

WHEREAS the contract appointee has qualified to be selected by the Company as a CA/ Cost Accountant, in pursuance to NIT No <u>04-JKIDFC of 2019</u> Dated <u>September of, 2019</u> with a view to utilize his/her service for theCorporation.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1. The Company has appointed the firm as CA/ Cost Accountant.
- 2. The CA/ Cost Accountant shall be paid a fixed remuneration of Rs.19,999.00(Rs. Nineteen Thousand Nine hundred and ninety nine only), including GST and other taxes per month from the date of issuance of this order.
- 3. The CA/Cost Accountant agrees to diligently, faithfully and to the best of firm'sability conduct and behave honestly and obediently towardsthe superiors and management of the Company and will devote wholetime to the duties assigned as CA/Cost Accountant by the Company and will not engagedirectly or indirectly in any trade, business or occupation till the end of the periodfor which firm is bound to serve the Company.
- 4. The CA/Cost Accountant shall observe secrecy and/in no way divulge or disclose on any person or persons who-so-ever, the secrets entrusted to him/her or coming to the knowledge of the firm as CA/Cost Accountant.
- 5. The CA/Cost Accountant shall not commit or cause to be committed any wastedamage or other injury to the property and/or goods of the Company nor shall he/she lend any such property or goods to any persons without the permission of the management of the Company.
- 6. For matter, not provided in this Contract Agreement, the CA/Cost Accountant shallbe governed as per the terms and conditions in order of appointment and theRules and Regulations of the Company in force from time to time.
- 7. In case the CA/Cost Accountant does not comply with the terms and conditionscontained in the order of appointment or the Rules and Regulations of theCompany or the covenants contained in this contract agreement, the Companywill be at liberty to initiate appropriate legal action under Order 37 of the Code of Civil Procedure.

Regd Office: Finance Complex, Muthi, Talab Tiloo, Jammu 180001 J&K Branch Office : Finance Department, Government of J&K, Civil Secretariat, Srinagar (May-Oct.)/ Jammu (Nov.-Apr.), J&K Phone : +91 191 2546123 URL : <u>http://www.jkidfc.in</u>

- 8. The jurisdiction for all the legal matters with regard to contract agreement or theorder of appointment shall be dealt by appropriate court within the jurisdiction of Jammu & Kashmir (J&K).
- 9. The CA/Cost Accountant shallestablish an effective internal audit and control system.
- 10. The CA/Cost Accountant shall achieve the objectives specified in the Corporate and Operational Plans.
- 11. The CA/Cost Accountant shallfocus on regular Internal Audit of the office(s) to assess, review, recommend and comment in respect of effectiveness and efficiency of accounting, financing, operation & maintenance functions and procedural compliance at its Offices of Operations.
- 12. The CA/Cost Accountant shall make management aware, as soon as practical and at an appropriate level of responsibility, of material weaknesses in the design or operation of accounting and internal control systems, that may have come to the notice of the auditor in the course of audit.
- 13. Compliance to the applicable Provisions, Orders and Rules Framed under the New Companies Act, 2013 that require effective Internal Control Procedures in a Company.
- 14. To ensure that requirements under Company's Auditor Report (CARO) regarding Internal Control and Internal audit are complied with, in a manner that also assists management's objective of ensuring, as far as practicable, orderly and efficient conduct of its business. This shall also include adherence to management policies, safeguarding of assets, prevention and detection of fraud and error, accuracy and completeness of the accounting records and timely preparation of reliable financial information.
- 15. CA/Cost Accountant Firm would be appointed as an Internal Auditor for a period of Twelve months (12 Months) commencing from the date of acceptance of LOA. The Company reserves the right to appoint another CA/Cost Accountant firm to get the work done in the event of failure of the selected CA/Cost Accountant Firm to commence the work within the prescribed time or terminate the Agreement any time before the expiry of the Contract Period if the progress of work is not commensurate with the time completion schedule or the audit is not found satisfactory to the objectives of the assignment or for any other reasons seeming fit to the Company.
- 16. The due amount shall be paid after the submission of the bills on monthly/Quarterly basis to the Corporation(Director Finance & General Manager-JKIDFC).
- 17. Upon termination, the CA/Cost Accountant Firm is required to handover all the Frequently Asked Questions(FAQs) generated by the Corporation.
- 18. Performance guarantee @10% from the payments due shall be deducted till the job is accomplished within the prescribed time frame.

NO: FD/RES/2010-19/JKIDFC/14/07 Dt: 05/10/2019

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(Showkat Hussain Mir) Director Finance, JKIDFC

IN WITNESS WHEREOF the parties hereto have signed these presents on this 15th day of 0ct month of 2019 year in the presence of the following witnesses:
1. Witness Signature
(IN BLOCK LETTERS) (IN BLOCK LETTERS) Occupation EMPLOYEE Address HAMDANIA
COLONY SECTOR 12 BEMINA SRINAGIAR Address
2. Witness Signature Rimft (Signature of Surety) Name Name Name RAMIANJEET KOUR (IN BLOCK LETTERS) (IN BLOCK LETTERS)
Occupation <u>EMPLOYEE</u> Occupation <u>EMPLOYEE</u> Address <u>Address Alocchi Bagih</u> Giulshan Colony PAN.No.
(Attestation of signatures of Chartered Accountant and Surety by a Gazetted officer orNotary (Signature of C.A.(Contract) (Signature of Surety)
Attested Attested Signature & Seal

(For office use only)

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1. Witness (Employer's) Signature Daniel

Name For and UL BE (IN BLOCK LETTERS)

(IN BLOCK LETTERS) Address 73, Civil Secretarial.

2. Witness (Employer's) Signature Bakship Name Saleshi Thapa (IN BLOCK LETTERS) Designation Office Amistant Address 73, Civil Secretariat.

Accepted_ Signature of General Manager(S)