

AIRPORTS AUTHORITY OF INDIA



RCS Directorate

Tender ID : 2023_AAI_167318_1

Airports Authority of India (AAI) invites Tender from major Chartered Accountants firms and Cost and Management Accountants firms for conducting audit & submission of Audit reports on year wise of **Spicejet Ltd.** Selected Airline Operator (SAO) for the period from F.Y. 2018-19 to 2021-22 (04 Financial Years).

The Estimated Cost of the tender is Rs.60,87,200/- (Rupees Sixty lakh eighty-seven thousand two hundred only) excluding GST [F.Y 2018-19 Rs.6,90,600/- + F.Y 2019-20 Rs.17,73,600/- + F. Y.2020-21 Rs.15,20,800/- + F.Y 2021-22 Rs.21,02,200/-]. Details on Scope of Audit, of **Spicejet Ltd.** (SAO) to be audited along with Terms and Conditions are available at E-tender portal with URL address <https://etenders.gov.in/eprocure/app>

AIRPORTS AUTHORITY OF INDIA
Rajiv Gandhi Bhawan, CHQ
New Delhi

General Information: Organization

- 1.1 Airports Authority of India (AAI) was constituted by an Act of Parliament and came into being on 1st April 1995 by merging erstwhile National Airports Authority and International Airports Authority of India. The merger brought into existence a single organization entrusted with the responsibility of creating, upgrading, maintaining and managing civil aviation infrastructure both on the ground and air space in the country.
- 1.2 AAI manages a total of 156 Airports, which include 23 International Airports, 9 Customs Airports, 77 Domestic Airports and 20 Civil Enclaves at Defence Airfields. AAI also provides Air Traffic Management Services (ATMS) over entire Indian Air Space and adjoining oceanic areas with ground installations at all Airports and other locations to ensure safety of aircraft operations.
- 1.3 The functions of AAI include:
 - a. Design, Development, Operation and Maintenance of international and domestic airports and civil enclaves.
 - b. Control and Management of the Indian airspace extending beyond the territorial limits of the country, as accepted by ICAO.
 - c. Construction, Modification and Management of passenger terminals.
 - d. Development and Management of cargo terminals at international and domestic airports.
 - e. Provision of passenger facilities and information system at the passenger terminals at airports.
 - f. Expansion and strengthening of operation area, viz. Runways, Aprons, Taxiway etc.
 - g. Provision of visual aids.
 - h. Provision of Communication and Navigation aids, viz. ILS, DVOR, DME, Radar etc.
- 1.4 AAI is 100% owned by the Government of India.

IMPORTANT POINTS TO NOTE

TENDER REFERENCE NO.	AAI/CHQ/RCS/2022-23
TENDER INVITED FOR	Conducting audit & submission of Audit Reports on year wise of Spicejet Ltd. Selected Airline Operator (SAO) under RCS for the period of 4 Years from F.Y 2018-19 to FY 2021-22
BID SECURITY I EMD	Rs.121800/- - (Rupees One lakh twenty-one thousand eight hundred only)
BID VALIDITY OF THE TENDER	180 days from the date of publication
PUBLISHING OF TENDER DOCUMENTS ON CPP Portal	---.09.2023
DOCUMENT DOWNLOAD I SALE START DATE & TIME	.---.09.2023 (15.30 Hours)
START DATE & TIME FOR CLARIFICATION THROUGH CPP	--- .09.2023 (15.30 Hours)
END DATE & TIME FOR CLARIFICATION THROUGH CPP	---.09.2023 (15.00 Hours) Within 5 days from the date of publication
START DATE & TIME FOR ONLINE SUBMISSION OF BID	--.09.2023 (15.00 Hours)
LAST DATE & TIME FOR ONLINE SUBMISSION OF BID	Within 07 (Seven) days from the date of publication
TIME & DATE OF OPENING OF TECHNICAL BID	8 th day of publication ----09.2023 (15:30 Hours)
TIME & DATE OF OPENING OF PRICE BID	To be decided after evaluating Technical Bid'
FOR FURTHER DETAILS PLEASE VISIT	https://www.aai.aero , https://etenders.gov.in/eprocure/app

NOTICE INVITING ONLINE TENDER

Online tenders through e-procurement mode are invited by AAI from Chartered Accountants firms and Cost and Management Accountants firms for conducting Audit of **Spicejet** Ltd. (Selected Airline Operator (SAO)) under RCS for the period of 4 years from F.Y.2018-19 to 2021-22.

1. The tender document is made available through GEM Portal e-procurement mode and open for downloading free of cost from AAI official website <https://www.aai.aero> and **CPP Portal** <https://etenders.gov.in/eprocure/app> during the period as mentioned in NIT.
2. The tender document consists of two volumes. Volume -I: Technical Bid and Volume - II: Price Bid.
3. The complete tender document shall be submitted online as per tender offer on or before the due date and time of submission. Tender document through offline mode will not be entertained in any case.
4. The Bid security (EMD) as per *Clause 3 of Special Terms and Conditions* shall be paid as described in the Tender Document.
5. The offer (both Technical & Financial) must be valid for a minimum of 180 days from the last date of online submission of offer. otherwise, the offer shall be rejected as non-responsive.
6. **Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Volume - I Technical Bid and bidders are advised to submit below mentioned documents to qualify for the award of the contract.**
 - a) **The bidder should submit self-declaration in the covering letter as mentioned in Annexure-I stating that the bidder has not been blacklisted / debarred by any Government department / agency / falling under the denied entity list of Reserve Bank of India, Nationalized banks or any Public Sector Unit or any other body recognized by Government of India.**
 - b) **All the documents required to meet the eligibility criteria, along with relevant documents in the Tender Document. Technical Bid shall be uploaded through GEM e-procurement portal after scanning in .pdf format. *The Tenderer may submit self-- attested copies of the documents. The Tenderer has to produce the original documents for verification before issuing letter of award. Failure to produce the original documents will be treated as void / non-responsive and is liable to get rejected.***

7. The prospective Tenderer shall submit queries, if any, through [CPP Portal](https://etenders.gov.in/eprocure/app) (<https://etenders.gov.in/eprocure/app>) as per the mentioned deadline, so that the queries can be clarified. The bidders' queries will be clarified through [CPP Portal](https://etenders.gov.in/eprocure/app) (<https://etenders.gov.in/eprocure/app>) .
8. The last date of online submission of offers will be as per the given date & time as provided in NIT unless otherwise notified. In the event of changes in the schedules, the same will be notified through <https://www.aai.aero> and [CPP Portal](https://etenders.gov.in/eprocure/app) (<https://etenders.gov.in/eprocure/app>) .
9. If the offers are not received according to the instructions detailed herein above, they shall be liable for rejection.
10. Technical bid annexure-IV of NIT should be completed in all forms and it is mandatory for ascertaining the eligibility criteria of the firm for opening of financial bid.

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Scope of Work to be assigned to Independent Auditor

Independent auditor has to certify that Selected Airline Operator (SAO) has complied with the provisions of Selected Airlines Operator Agreement (SAOA).

The following are the obligation of the Selected Airline Operator under SAOA.

The same may be considered for conduct of audit by Independent Auditor to check whether SAO complies of the provisions of Selected Airline Operator Contract (SAOC) clause 3 (provision of Air Services) and Clause 5 (Obligation of the selected airline operators) are reproduced below:

Verification / Authentication to be conducted by Independent Auditor:

1. Whether the SAO has operated commercial flights on the {RCS Network} at a weekly frequency set out in Schedule-A of SAOA. If not, the above will be considered non-compliance of the provisions of SAOA only if the SAO has also failed to operate at least seventy percent (70%) of the flights scheduled by the DGCA continuously for a period of 3 (three) months or for an aggregate period of 4 (four) months within a continuous period of 6 (six) months;
2. SAO has utilized the aircraft type and having capacity as set out in Schedule-A for the operating flights referred to above;
3. SAO has reserved on each such flight, the RCS Flight Capacity and the number of RCS Seats set out in Schedule-A;
4. SAO has charged Passengers flying on RCS Seats a maximum fare equal to the {Airfare Cap/ Maximum Airfare} as specified in Schedule-A of Selected Airline Operator Agreement;
5. The Selected Airline Operator has first offered and sold RCS seats on each flight and only after selling all the RCS Seats on the relevant RCS Flight, has sold any Non-RCS Seats on such RCS Flight;
6. In the event of cancellation of any RCS Seat by Passengers, the first seat booked subsequent to such cancellation has been sold as an RCS Seat;
7. In the event that the number of cancelled RCS Seats exceeds the number of seats sold after such cancellation, such excess RCS Seats shall be considered to be sold for the purposes of the Selected Airline Operator's obligation under Clause 3.2 provided that if sought by the implementing Agency, the Selected Airline Operator shall provide to the Authority all the Passenger details for such cancelled RCS Seats;
8. The {Airfare Cap I Maximum Airfare as per agreement} charged by the Selected Airline Operator for the RCS Route(s) specified in Schedule-A is inclusive of all Taxes, charges or levies of whatever description. Independent auditor to verify that the same has not been increased on account of any Taxes payable by the Selected Airline Operator, including without limitation of GST;
9. To Check and confirm in case the Selected Airline Operator has changed the deployed capacity pursuant to the provisions under Section 3.16 of the Scheme, the same complies;

10. The independent auditor will verify all the transactions under each parameters listed above and submit his report certifying that it has checked 1 verified the books of Accounts of the Selected Airline operators and other relevant record required for the purpose and that the Selected Airline operator has met all its obligations under Selected Airline Operator Agreement signed with Airports Authority of India (Implementing agency) for the period (i) from 1st April, 2018 to 31 March, 2019 (ii) from 1st April, 2019 to 31st March, 2020 (iii) from 1st April, 2020 to 31 March, 2021 (ii) from 1st April, 2021 to 31 March, 2022;
11. In case SAO has not complied with any of the conditions listed under SAOA, the auditor has to qualify its report and indicate the date and Flight No. operated by SAO under RCS which was not in compliant to conditions laid down under SAOA with details as to how the Flight was non-compliant/Under default so that necessary recoveries on account of defaults committed are recovered from the VGF (Viability Gap Funding) claims of the SAO in terms of SAOA.

**Spicejet Ltd. (Selected Airline Operator (SAO)) to
be audited & submission of reports year wise
for the period from F.Y. 2018-19 to F.Y. 2021-22
(04 years)**

Sr. No.	Selected Airline Operator (SAO) & Location for Auditing
1	Spicejet, Spicejet Ltd. 319, Udyog Vihar phase IV, Gurugram, Haryan-122016

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Volume - I: Technical Bid

1) Eligibility Criteria

Sl.No.	Eligibility Criteria	Documents to be submitted
(i)	<p>Legal Status The Bidder should be a Partnership Firm I LLP of Chartered Accountants/Cost and Management Accountants registered in India having experience of 15 (Fifteen) years or more.</p>	<p>Self-Certified copy of Registration issued by Institute of Chartered Accountants of India/ Institute of cost and works Accountants of India.</p>
(ii)	<p>Financial Capacity The Bidder should have annual gross receipts / turnover (total of consultancy fee, filing fee etc. charged in the process of usual business but excluding other Income) of Rs.1 (one) crores in any three out of last 5 completed financial years. Other income means any income earned besides consultation / audit charges.</p>	<p>ITR / Assessment Order and Audited Financial Statements of the firm (Balance Sheet, Profit and Loss Account) duly certified.</p>
(iii)	<p>Experience of Partners The Bidder should have minimum 5 (Five) full time qualified CA/CMA partners associated with the firm for a minimum period of 10 years and having a 10 years of post-qualification experience in audit. Documentary Proof for claim of experience criteria should be submitted along with the documents.</p>	<p>List of the partners along with the resume giving the brief details of relevant experience in Audit and the membership no. The list should be attested by Managing Partner/Senior Partner establishing the fulfilment of criteria.</p> <p>The resume should separately mention the work done and period of experience in Audit</p>
(iv)	<p>Experience of Employees The Bidder should have minimum 5 (Five) paid qualified CA/CMA (other than partners) out of which at least 1 (One) should have minimum 5 years post qualification experience in audit.</p>	<p>List of qualified CA's /CMA's as per payroll listing along with the Segments handled, membership no. and post qualification experience in Audit. The list shall be certified by the Managing Partner / Senior Partner establishing the fulfilment of criteria.</p> <p>The resume should separately mention the work done and period of experience in Audit.</p>

(v)	<p>Assignment Undertaken The bidder should have successfully completed the following value of works in the past 5 years:</p> <p>a) One work order/assignment equivalent to 80% or more than the estimated cost; [or] i.e. Rs. 60,87,200/-</p> <p>b) Two separate work orders/assignments, each equivalent to 50% or more than the estimated cost; [or] i.e. Rs. Rs. 60,87,200/-</p> <p>c) Three separate work orders/assignments, each equivalent to 40% or more than the estimated cost. i.e. Rs. 60,87,200/-</p> <p>Out of the above, the Bidder should have undertaken audit assignments of at least 1 (One) Central/State PSU or Listed / Public Limited Company having annual turnover of Rs.500 crores or more for a continuous period of at least one year in the last 5 (Five) financial years.</p>	<p>List of assignment showing the Organization name, nature of assignment undertaken, F.Y. for which assignment undertaken, date of completion of assignment and turnover of the organization audited for the relevant F.Y. duly certified by the Managing Partner / Senior Partner of the firm.</p> <p>Award letter and certificate of completion/certificate of continuation of service in case of ongoing assignment on company Letter head clearly indicating services provided (financial year of provision of service etc.) and Audited Balance Sheet & P&L of the client for determining the turnover should be submitted as Proof of execution of services/ other credentials.</p>
(vi)	The Bidder should have full time office in Delhi/ NCR	Proof of Address, Ownership Documents, Lease / Rent Deed, Electricity / Water Bill etc.
(vii)	The bidder should not have been debarred, black listed / disqualified by any regulators, statutory body in India.	Self-declaration

2) Eligibility criteria:-

The Bidders / Applicants should fulfill the Eligibility Criteria for participating in the tender. Evaluation will be done only for the bidders satisfying all the parameters of eligibility criteria.

5.No.	Evaluation Criteria	
(i)	Legal Status of the Bidder	
(ii)	Financial capacity	
(iii)	Experience of the Partners	
(iv)	Experience of the Employees	
(v)	Assignment Undertaken	
(vi)	Any other as per NIT	

Volume - II - Financial BID

Financial Bids shall be opened only for bidders technically qualified.

The price shall be firm and inclusive of all applicable taxes & duties except GST as applicable.

GST is required to be quoted separately in the price bid. Non-quoting of GST separately in the price bid will be deemed to be included in the price quoted. Thus, additional claim on account of GST shall not be entertained at any cost.

While quoting the price, the bidder shall consider all expenses including travelling, boarding, conveyance & other miscellaneous and out of pocket expenditure. No claim for expenditure other than the price quoted will be entertained by AAI on account of Scope of Work provided in tender. Rate quoted shall be firm & shall not be quoted with price variation/ discount clause etc.

The bidder shall quote the price in Indian rupees for the entire scope of work as per Price Bid format I BOQ Template. (Annexure- V)

OPENING OF TENDER

- i. A proposal shall be considered responsive (after getting required clarification/ documents if any as mentioned in Technical Bid) if-
 - a) It is received by the proposed Due Date and Time.
 - b) It is Digitally Signed.
 - c) It contains the information and documents as required in the Tender Document.
 - d) It contains EMD (Scanned copy of receipt of paid online/MSME Certificate).
 - e) It contains information in formats specified in the Tender Document. f) It mentions the validity period as set out in the document
 - g) It provides the information in reasonable detail. AAI reserves the right to determine whether the information has been provided in reasonable detail.
 - h) There are no significant inconsistencies between the proposal and the supporting documents.
 - i) The Technical qualification conforms to as specified in the eligibility criteria in the tender.

A Tender that is substantially responsive is one that confirms to the preceding requirements without deviation or condition.

- ii
 - (a) more than one bid by a single bidder in the form of online mode thro' **CPP Portal** will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.
 - (b) Opportunity to submit the short fall of documents will be given to the bidders after the closing date to complete the submission by giving required documents as per guidelines.
 - (c) AAI would have the right to review the Technical Qualification and seek clarifications wherever necessary. AAI reserves the right to call for any other details or information from any of the bidder(s).
 - (d) AAI reserves the right to extend the date of receiving/opening of the bids.
 - (e) AAI reserves the right to reject any tender which in its opinion is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by AAI in respect of such Tenders.
- iii
 - a) The Financial bid of those bidders who are technically qualified, shall be opened after technical evaluation and bidders would be intimated later through **CPP Portal** and EMD will be returned to the unsuccessful / rejected tenderers.
 - b) The date and time will be intimated to tenderers whose offers are found suitable and Cover- II of such tenderers will be opened on the specified date.

and time. The Financial Bids of the technically qualified bidders shall be opened on a specified date and time and Venue, to be intimated to the Technically Qualified bidders.

- c) The bidder who qualifies Technical eligibility criteria as per volume-I of NIT will be selected as the successful bidder in technical bid.
- d) If there is a discrepancy between words and figures, the figures written in words shall prevail.
- e) **AAI reserves all rights to accept or reject any or all bids without assigning any reason thereof.**
- f) The decision of AAI in all matters regarding engagement of Chartered Accountants/ Cost and Management Accountants Firm for Audit Services will be final and binding on the applicants. No correspondence or personal enquiries shall be entertained by the AAI in this regard.
- g) **Technical bid annexure-IV should be completed in all forms and it is mandatory for ascertaining the eligibility criteria of the firm for opening of financial bid.**

Note:

- 1) The Technical Bid submitted by the bidder shall comprise of:
 - a) Copy of financial instrument or letter containing complete remittance details of NEFT/RTGS transfer towards EMD to be uploaded in the portal and in case of exemption , exemption Certificate issued by MSME/NSIC etc. for EMD to be uploaded in the portal (Scanned copy of receipt of payment (paid online) /MSME Certificate).
 - b) Covering Letter as specified in Annexure- I
 - c) Unconditional Acceptance Letter as specified in Annexure - II
 - d) All documentary evidences as specified in Evaluation criteria
- 2) Documentary Evidence
 - a) Technical bid of only those bidders will be evaluated whose documents are found in order
 - b) Detailed Technical evaluation will be carried out based on the Technical Bid along with all documentary evidence as mentioned above. In case any

document is not submitted, bidder will be given another opportunity to submit the same once for all

- c) Non-submission of requisite documents after the same will lead to disqualification from Tender process
- 5) Documentary evidence needs to be submitted duly self-attested by the bidder for each of the Evaluation criteria
- 6) Self-declaration needs to be signed by authorized signatory(s)
- 7) **During evaluation of the bids, if required, AAI may at its discretion ask the Bidders for clarification of their bids or any other document previously asked or now required as deemed fit by the Competent Authority**
- 8) **Decision of AAI in all matters regarding appointment of Auditor, their eligibility, the stages at which such scrutiny of eligibility is to be undertaken, the documents to be produced, award of assignment and any other matter relating to this notification will be final and binding on the applicants. No correspondence or personal enquiries shall be entertained by AAI in this regard**

Method of Evaluation

The method of evaluation of technical and financial bid will be as follows:

The bidder who qualifies technically in the Technical bid and Least Price Bidder (L1) will be successful bidder for awarding of work.

SPECIAL TERMS AND CONDITIONS

1. PERIOD OF CONTRACT

The Period of engagement of Independent Auditor shall be FOUR (4) years viz., from F.Y. 2018-19 to F.Y. 2021-22.

The time allowed for completion of independent audit work assigned is required to be completed within 90 (ninety) days from the date of award of work. On completion of the independent audit, the consolidated year wise audit report may be submitted within the time period to the Executive Director (RCS), AAI, Rajiv Gandhi Bhawan, New Delhi-110003. No extra time will be considered for submission of audit report. The Independent Auditor is required to submit the three sets of year wise reports along with Bill for release of professional charges.

2. PAYMENT TERMS

No Advance shall be paid by AAI. The payment shall be released as below: -

- (i). 50% on submission of Audit report.
- (ii). 25% on acceptance & approval of the competent Authority of Audit Report at tier-2 level and (iii). Balance payment after adjustment of penalty if any, on acceptance of Report. All payment shall be subject to recoveries towards statutory deductions. The payment will be made by electronic transfer.

3. EARNEST MONEY DEPOSIT (EMD) & Tender Fee

- (i). The Firm / Organization shall submit the Earnest Money Deposit (EMD) for Rs.121800/- - (Rupees One lakh twenty-one thousand eight hundred only) in the form of RTGS/NEFT/IMPS through payment gateway in favour of "Airports Authority of India payable at New Delhi and ". Firms exempted to pay EMD as per GOI Rule, are required to submit the certificate issued by the concerned department (like -MSME, NSIC etc.) The EMD of the unsuccessful bidders shall be returned as soon as the Auditor is appointed. The EMD of the successful bidder shall be adjusted against security deposit (SD). No interest shall be paid on EMD deposited by the party.

Details of AAI Bank Accounts is given below: -

4. SECURITY DEPOSIT

The Successful bidder shall be required to pay 10% of the contract value towards security deposit [SD]. The SD amount so deposited will be released after 3 months from the date of submission of audit report subject to approval of the competent authority. No interest shall be paid on SD deposited by the party.

5. Any bidder / partner applying for the tender should be associated with a single bidder firm only. In case, any bidder / partner found to have conflict of interest in any two or more bids shall be out rightly rejected.
6. The above bid amount is inclusive of professional fees, TA / DA, local conveyance, lodging & boarding etc. except GST / applicable taxes. No other payment shall be made except the amount quoted above. The payment shall be released after acceptance and approval of the report by the Competent Authority.
7. The audit team should consist of minimum of 4 (FOUR) Nos. of qualified CA I CMA having experience of minimum 10 years in the audit and 8 (EIGHT) Nos. of semi qualified staff having experience of minimum 10 years in the audit.
8. The audit team will conduct audit as per Compendium of standards on Audit issued by the Institute of Chartered Accountants of India/ Institute of cost & management Accountants of India and in consultation with concerned officials at RCS Directorate, CHQ. It is also important to ensure that all aspects are reviewed from the proprietary angle and all expenses, cost and revenue need to be examined from this angle. The policy decisions of AAI and procedures adopted should be reviewed and commented upon including changes suggested. The internal controls, delegation of powers are to be monitored for compliance as well as appropriateness. The various management decisions adversely impacting profitability or wastages of resources may also be brought in the report.
9. Report Submission: The Audits reports is to be submitted to Executive Director (RCS) after an exit meeting with GM(RCS). Immediate corrective action after the exit meeting may be taken to ensure to cover the same in the Audit Report for acceptance. Audit Report shall be submitted within 15 working days of Exit Meeting of the Audit.
10. Confidential Report: The Auditors are required to report all cases in the lines of SAO's of revenue leakages, excessive or unreasonable expenses, misuse of powers, favours or disfavours having financial impact, fraud on or by authority, improper awarding of contracts, theft, unlawful or unprofessional activity or activity beyond the ethical boundaries or any other aspects without any limitation of any kind where interest of the authority or any stake holder is getting adversely affected. Such report shall be

dealt with in a confidential manner and actions will be initiated without any reference of source. The secrecy in terms of Official Secrets Act will be followed by all concerned about such report and will be shared only on need to know basis. A copy of the confidential report may please be sent to ED (RCS).

11. Penalty: If the assigned job is not completed within stipulated period i.e., 90 days by the agency / firm or time as extended with the approval of the competent Authority for extension of time. AAI reserves the rights to levy / impose penalty for delay in completion of said work, @ 2% (TWO percent) of bid value per week of delay or lesser amount as decided by the competent authority subject to a maximum of 10% of bid value.

GENERAL TERMS AND CONDITIONS

1. CLARIFICATIONS ON TENDER DOCUMENTS

A prospective Tenderer requiring any clarification on the Tender Document may notify through [CPP Portal](#), only within the specified period.

In case of any clarification on the terms/clauses mentioned in the tender, decision of the Tender Issuing Authority shall be final.

2. AMENDMENT OF TENDER DOCUMENT

Before the deadline for submission of tender, the Tender Document may be modified by AAI by issue of addenda/corrigendum.

Addendum I Corrigendum, if any, will be hosted at [CPP Portal](#) and shall become a part of the tender document. All Tenderers are advised to see the [CPP Portal](#) for addendum/ corrigendum to the tender document which may be uploaded up to 1 day prior to the deadline for submission of Tender as finally stipulated.

To give prospective tenderers reasonable time in which to take the Addenda I Corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given if considered necessary by AAI.

3. REJECTION OF BID / CANCELLATION OF CONTRACT

AAI reserves the right to reject the conditional or incomplete offer.

AAI also reserves the right to accept or reject all Bids and to annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder or bidders of action.

AAI reserves the right to cancel the tender I contract without assigning any reason. If the firm I organization gives wrong information in its offer, AAI reserves the right to reject such offer at any stage or to cancel the contract, if awarded & forfeit the EMD.

4. WORK NOT TO BE LET OUT

Sub-contracting in part or full of the assignment awarded to the successful Bidder is not permitted, except as specifically approved by AAI.

5. CONFIDENTIALITY CLAUSE

Any and all information in written, electronic media or oral form and disclosed to the Auditor shall at all times remain the legal and absolute property of AAI and the Auditor shall have no rights to use the information for any purpose other than that expressly authorized by AAI.

6. TERMINATION OF SERVICES

The engagement of Auditor can be terminated by the Management of AAI without assigning any reason, what so ever, at any time during the contract period by giving 30 days' notice.

7 SETTLEMENT OF DISPUTES

Except as otherwise specifically provided in the contract all disputes concerning questions of fact arising under the contract shall be decided by AAI management subject to a written appeal by the Auditor to the management whose decision shall be final to the parties hereto.

Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration.

B. SIGNATURE OF BIDS/ OFFERS

The offer must be duly signed and stamped on each page by the Authorized Representative of the Bidder.

The Firm's (Bidder's) name stated on the proposal shall be the exact legal name of the firm.

Erasures or other changes in the offer shall be authenticated by the initials of the persons signing the bid.

9. Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

10. In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such Bidder will be debarred from bidding in future.
11. Bidder shall have proper infrastructure including lap top, internet connection, stationery, etc. to carry out the work when they are required to work in AAI premises. Authority shall be providing only necessary furniture and electric connection to the Auditor when they are required to work in AAI's premises.
12. The soft copies of the data/information as well as the printouts of the data/information provided during the contract period, shall be the property of AAI and the Auditors shall not have any right to claim possession on use of data/information for any purpose other than for and on behalf of AAI at any stage.
13. AAI shall be authorized to make statutory deductions as applicable from the amount payable to the Auditor.
14. The successful bidder shall intimate the names of the persons employed by him or going to employ, who are relatives (wife, husband and dependent parents, grand-parents, children, grandchildren, brothers, sisters, uncle, aunts, cousins and their corresponding in laws) of AAI employees.
15. All the above terms & conditions, scope of work and guidelines as mentioned shall form part & parcel of NIT and would be treated as terms and conditions of the contract.
16. The unconditional acceptance letter (Annexure - II) and Undertaking (Annexure - III) are prerequisite documents and to be submitted in technical bid (Envelope-I). In case of any deficiencies & requisite documents are not submitted in Envelope-I by the firm, the bid of the firm will be rejected and financial bid (Envelope-II) of the firm will not be opened.
17. The Audit Assignment will be terminated /cancelled in the following cases:
 - (a) If the firms obtain the appointment on the basis of false information / false statement.
 - (b) If the firm does not take up audit in terms of appointment letter within one month.
 - (c) If the firm does not submit the audit report, complete in all respects, as per terms of appointment within stipulated time.

- (d) If the performance of the firm is not found satisfactory.
 - (e) If any fraud /embezzlement is detected subsequently and not reported to AAI.
 - (f) If the firm does not maintain the confidentiality requirement in terms of professional code of conduct and appoint I utilize the services of those who are not employee/ partner I director of the firm.
18. Payments shall be made on production of original invoices indicating GSTIN and after acceptance of the report by the Competent Authority.
19. **The Audit firm must be familiarized with the scope of the audit and consider the same before quoting for the tender. For clarifications, if any, GM(RCS)- , CHQ may be contacted over phone 011-24632950 Ext. No-2173.**

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Bidders to follow the following procedure to submit the bids online through the [CPP Portal](https://etenders.gov.in/eprocure/app) (<https://etenders.gov.in/eprocure/app>)

1. Bidder should do Online Enrolment in this Portal in terms of [CPP Portal](#).
2. Bidder then login into the portal as per [CPP Portal](#).
3. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under the Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
4. Not more than one Bid shall be submitted by a bidder or by a firm of bidders. No two or more concerns in which an individual is interested, as Managing Director/Partner shall bid for the execution of the same works. If they do so, all such Bids shall be liable to be rejected.
5. Bidders are requested to note that they must submit their technical and financial bids in the format provided in the Bid document and no other format is acceptable. The break-up of the price bid has been given as a standard BOQ format (in excel format). The same is to be downloaded and to be filled by all the bidders. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. As per the [CPP Portal](#), After downloading I getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the [CPP Portal](#), or through the contact details given in the tender document. Bidder should consider of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS formats as required in [CPP Portal](#). If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original /copy of details of payment should be submitted/posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds. As per the [CPP Portal](#).
15. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
16. The bidder may submit the bid documents online mode only, through [CPP Portal](#). Offline documents will not be handled through this system.
17. At the time of submission of the bid, the [CPP Portal](#) system will give a successful bid up-dation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
18. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
19. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
20. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
21. The time that is displayed from the server clock at the top of the tender [CPP Portal](#), will be valid for all actions of requesting bid submission, bid opening etc., in the Procurement portal. The Time followed in this portal is as per Indian Standard Time (1ST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
22. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques/ [CPP Portal](#) to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

23. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
24. The bidders are requested to submit the bids through online [CPP Portal](#) eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).
25. For any queries related to the Bid documents, the bidders are asked to contact by through [CPP Portal](#) strictly as per timelines notified in NIT. All queries will be replied by [CPP Portal](#).
26. Tenderer is required to submit their tender through online in the form of Two Cover System on or before scheduled bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
27. Tender Document can be submitted online only.
28. Tenderer should submit the tender for Engagement of Chartered Accountants /Cost & works Accountants of India by AAI in accordance with the Instructions to Bidders & Terms & Conditions of Tender.
29. Assistance to Bidders:
- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - b. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: 24 x 7 Toll Free Telephonic Help Desk Number Tel: 0120- 4200462, 0120-4001002. E-Mail: <https://etenders.gov.in/e procure/app>
30. The bidder by submitting the bid pursuant to this ATC document shall be deemed to have acknowledged that the bidder shall be bound to compensate AAI (by forfeiture of EMD/security deposit) for the time, cost and effort involved in the processing of bid in the happening of the following events/conditions post uploading of the bid on the [CPP Portal](#).
- (a) If bidder engages in any of the Prohibited Practices specified in this tender.
 - (b) If bidder withdraws his bid during the period of its validity as specified in this bid and as extended by AAI from time to time;
 - (c) If the bidder withdraws the bid (offer) during the interval between the Bid Due Date and expiration of the Bid Validity Period;
 - (d) If there is concealment of facts by the bidder or the successful bidder fails to accept the Letter of Acceptance in writing within the time specified in this document or any extension thereof granted by AAI.
 - (e) If the bidder imposes any condition after the bid due date affecting the original Tender.
 - (f) If any information furnished by the bidder is found to be false, fabricated or forged.

Note: Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while e-mailing any issue along with the Contact details. For any issues or clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

In order to facilitate the Vendors, Bidders as well as internal users from AAI, Help Desk services are available for the e-tender [CPP Portal](#) (<https://etenders.gov.in/e procure/app>). The Help desk services shall be available on all working days (except Sunday) between 0800-1900 hours and shall assist users on technical issues related to the use of the e-tender portal.

technical assistance with regard to the functioning of the portal the bidders as well as AAI users may contact according to the escalation matrix as mentioned below:

Sl No	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support and Technical Support	eprochelp@aai.aero	011-24632950, Ext-3512 (Six lines)	0800-2000 Hrs. (MON-SAT)
2.	Internal Audit		Lalaram@aai.aero	011-24632950, Ext-3329	09:30-18:00 Hrs. (MON-FRI)

- b. The above mentioned help desk numbers are intended only for queries related to the issues on e-tendering portal and help needed on the operation of the portal. For queries related to the tenders published on the [CPP Portal](#), bidders are advised to contact concerned Officials from the AAI.

All the CA/CMA firms are requested to submit their Technical & Financial Bid through [CPP Portal](#) AAI e-tender portal by using digital signature of Class III that includes (a) signing and (b) encryption within as per [CPP Portal](#).

In case of any assistance please contact above mentioned person I personnel along with the undersigned Officials.

AIRPORTS AUTHORITY OF INDIA
Rajiv Gandhi Bhawan, CHQ
New Delhi

LETTER OF SUBMISSION - COVERING LETTER TO BE SUBMITTED IN
COVER 1

(ON THE LETTER HEAD OF THE
BIDDER)

Date:

To

THE GENERAL MANAGER FIN (RCS),
Airports Authority of India
Rajiv Gandhi Bhawan,
SAP, NEW DELHI-110003

Sir,

Sub: On-line Tender for engagement of CA/CMA's Firms for conducting audit of **Spicejet Ltd.** Selected Airline Operators (SAGs) year wise and reports year wise for the period from F.Y. 2018-19 to 2021-22

Being duly authorized to represent and act on behalf of _____ Hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are submitting our Bid enclosing the following, with the details as per the requirements of the Bid Document, for your evaluation.

S.No.	Particulars	Page no. of scanned documents
(i)	Copy of the financial instrument or letter containing complete remittance details of NEFT / RTGS transfer towards EMD or certificate issued by the concerned department (like -MSME, NSIC).	
(ii)	Scanned copy of the Self-Certified copy of Registration issued by Institute of Chartered Accountants/ CMA's as per Eligibility Criteria no. I	
(iii)	Scanned copy of duly certified Audited financial statements (Balance Sheet & Profit and Loss Account) for FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 as per Eligibility Criteria no. II	
(iv)	Scanned copy of the List of Partners and Resume of the partners giving the brief details of relevant experience with membership no., same should be attested by Managing partner /senior partner as per Eligibility Criteria no. III.	

(v)	Scanned copy of Payroll listing for the qualified CA/CMA's along with membership no., the Segment handled and years of post- qualification experience in Audit, same should be certified by Managing partner /senior partner as per Eligibility Criteria no. iv.
(vi)	Scanned copy of List of Assignments with organization name, nature of assignment undertaken, F.Y. for which assignment undertaken, date of completion of the assignment and turnover for the relevant F.Y certified by Managing Partner/Senior Partner along-with Proof of execution of services/ other credentials i.e. Award Letter and certificate of completion/continuation of service in case of ongoing assignment indicating services provided, Financial year/Time Period of provision of service on letterhead of the client and duly certified by the client and audited Balance Sheet & P&L of the client etc.) as per Eligibility Criteria no. v
(vii)	Scanned Copy of Proof of Address as per Eligibility Criteria no. vi
(viii)	Scanned copy of the Self declaration as mentioned in Format I. The bidder should not have been debarred/ black listed/ disqualified by any regulators/ statutory body in India as per Evaluation Criteria No. vii
(ix)	Scanned copy of PAN, TAN, and GST No. of the Firm/LLP
(x)	Scanned copy of entire set of tender documents including blank format of Price bid, duly signed and sealed by the authorized signatory in all pages, as a token of acceptance.

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment / Addendum to the Bidding Documents, if any, for subject Tender.

We understand that any deviation/exception in any form may result in rejection of Bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the Bid and we agree that if any deviation/exception is mentioned or noticed, our Bid may be rejected.

We hereby further confirm that any deviation/exception with reference to instructions and terms and conditions if mentioned in our Bid, shall not be recognized and shall be treated as null and void.

We hereby declare that we have not been black listed/ debarred by any Government department/agency falling under the denied entity list of DGFT / Reserve Bank of India, Nationalized banks, or any Public Sector Unit or any other body recognized by Government of India.

Signature of the bidder or Authorized Signatory

Name of the bidder: -

Company Seal: -

UNCONDITIONAL ACCEPTANCE LETTER
TO BE SUBMITTED IN E-TECHNICAL BID in
Cover-1 (Refer Clause for technical bid of NIT)

To

THE GENERAL MANAGER FIN
(RCS),
Airports Authority of India
Rajiv Gandhi Bhawan,
SAP,
NEW DELHI-110003

Sir,

Sub: ACCEPTANCE OF AAI's E-TENDER CONDITIONS

The e-tender documents for the Notice inviting Technical and Financial Bids from major Chartered Accountants and Cost and Management Accountants Firm for conducting audit of **Spicejet Ltd.** (Selected Airline Operator (SAO)) under RCS for the period from F.Y.2018-19 to 2021-22(04 Years).

1. have been downloaded by me. I / We hereby certify that I / We have inspected and read the entire terms and conditions of the e-tender documents made available to me / us which shall form part of the contract agreement and I / We shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the e-tender conditions of AAI's e-tender documents in its entirety for the above services.
3. The contents of Clause 1 of General information & guidelines of the Notice Inviting E-Tender of the E-Tender Documents has been noted wherein it is clarified that AAI reserves the right to reject the conditional e-tenders without assigning any reason thereto.
4. I / We declare that I / We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe / gratification, I / We will immediately report it to the appropriate authority in AAI.

Yours faithfully,

Date:

(Signature of thee-tenderer) with rubber stamp

UNDERTAKING TO BE SUBMITTED BY BIDDER (ON LETTER HEAD) IN COVER 1

I / We, _____, Proprietor / Partner / Legal Attorney / Director / Accredited Representative of _____ solemnly declare that:

1. I/We am/are submitting Offer/Bid for the work of _____ against NIT No./ Tender ID _____ Dated, _____ and I/We offer to execute the work in accordance with all the terms & conditions of the bid.
2. Myself / Our Partners / Directors don't have / had any relative as employee of Airports Authority of India.
3. All copy of documents, credentials and documents submitted along with this Bid are genuine, authentic, true and valid.
4. I / We hereby authorize department to seek references / clarifications from the Bankers and / or other departments / statutory bodies.
5. We hereby undertake that we shall register and obtain license from the Competent Authority under the contract labour (Registration and Abolition Act) as relevant, if applicable.
6. I / We hereby confirm that we have registration with CMPF/EPF Authorities. We shall make necessary payments as required under law. Or
7. I / We hereby undertake that we shall take appropriate steps for registration as relevant under CMPF/EPF Authorities. We shall make necessary payments as required under the law. (*Delete whichever is not applicable)
8. I / We have not been banned or delisted by any Govt. / Quasi Govt. Agencies or PSUs (In case of joint venture all partners are covered).
9. If any information and document submitted is found to be false/incorrect at any time, authority may cancel my / our Bid and action as deemed fit may be taken against me / us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Date:

Signature (with Stamp of Firm)

Place:

Name & Designation of Authorized Signatory

TECHNICAL BID

(To be uploaded online and submitted in cover-1)

1.	Name of the Firm / LLP	
2.	Complete Postal Address:	
3.	Pin code / Zip code	
4.	Contact Information Office Phone Number: Mobile Number: Email: Name & Designation of Contact Persons	
5.	Year of Establishment: (enclose the copy of the Registration / constitution Certificate) issued by CA/CMA firms Institute.	
6.	Nature of Business	
7.	Details of Partners with professional qualifications: The Partner who will associate /deal with MI should also be named. The Partner having 10 years of post- qualification experience and more should only be named.	
8.	Details of Employees with professional qualifications: The Employees (CA/CMA) who will associate /deal with MI should also be named. The employees having 5 years of post- qualification experience and more should only be named.	
9.	Registration Details (attach proof) Firm /LLP Registration Number & Date: PAN& TAN: GST Registration No.: Others, if any:	

10.	Details of experience (should be supported with copy of work order/agreement and completion certificate)	s. No.	Year for which appointed	Name of the PSU/ Unit	Gross turnover of the PSU/ Unit	Nature of Assignment	Date of completion of assignment	
11.	Turnover of CA/ CMA Firm (Financial Year wise)	S.No.	2017-18	2018-19	2019-20	2020-21	2021-22	
12.	Debarred/black listed by CBI/CVC/any other Government agencies	Yes/ No						
13.	Details of EMD: -	Demand Draft no.	Date	Name and address of Bank		Amount (INR)		
		RTGS /NEFT UTR No.						
14	Bank Account Particulars: Name of the A/c holder Complete Bank Account No. , Account type (SB/ CA) Name of the Bank Branch & Address Branch contact phone Nos.11-digit IFS code							

I / we hereby confirm that the particulars given above are correct and complete and also undertake to inform any future changes to the above details.

Name, seal & signature of the Authorized signatory

Annexure-V

Financial Bid (to be uploaded online and submitted in cover 2)

Financial Bid for Internal Audit for FY 2018-19 to 2021-22 (Four years) and year wise Audit Report.

Sl. No.	Airlines to be audited	Number of Routes	Audit Fee (inclusive of all charges, except GST) in	GST (in%)	Total Amount inclusive of GST in figures (INR)	Total Amount with GST (in words) (INR)
1	Spicejet Ltd.	43 (2018-19) 53 (2019-20) 68 (2020-21) 76 (2021-22)				

Note:

- a) The amount shall be conspicuously written both in figures as well as in words. In case of discrepancy between the amount offered in figures and words, the offer written in words shall only be considered.
- b) Rate should be quoted in the spread sheet file (.xis format) available in [CPP Portal](#) e-Procurement Portal only and shall be signed digitally by a persons duly authorized to sign on behalf of bidders.

Place:

(Signature of the Tenderer with rubber stamp)

Date:

Proforma of Agreement

(To be executed on a stamp paper of Rs.100/- to be obtained by the bidder in its name) Agreement No.

This AGREEMENT (herein after called the "Agreement") is made on the _____ day of the month of _____ 2023, between, AAI (hereinafter called the "AAP" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, (herein after called the "AUDITOR, which expression shall include their respective successors and permitted assigns).

WHEREAS,

AAI issued a tender vide NIT No. AAI/CHQ/RCS/2022-23 to Chartered Accountants and Cost and Management Accountants firms for conducting audit of **Spicejet Ltd.** (Selected Airline Operator (SAO)) year wise and submission of Audit reports year wise for the period from F.Y.2018-19 to 2021-22.

- a. Audit Services of AAI) for the period from F.Y.2018-19 to 2021-22.
- b. The Auditor submitted its proposals for the aforesaid work, whereby the Auditor represented to AAI as required professional skills, and in the said proposals the Auditor also agreed to provide the Services to AAI on the terms and conditions as set forth in the tender and this Agreement; and
- c. AAI, on acceptance of the aforesaid proposals of the firm, awarded the audit to the Auditor vide its Letter of Award dated(the "LOA"); and
- d. In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties thereto hereby agree as follows:

1. Scope of work and deliverables: The scope of work shall be as per details given under clause "Scope of Work" in tender document. The scope is illustrative and not exhaustive. The Auditor should understand the scope of the audit from GM(RCS) before submission of the tender.

2. Terms of Payment:

- I. While making the payment, statutory deductions as applicable, shall be made by AAI.
- II. AAI will make the payment through e-mode only to Auditor's Bank account as per e-payment details submitted in the tender document.

3. Commencement and Completion

- A. Effective date of Agreement: This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date"). All terms and conditions given in above mentioned tender shall be treated as integral part of this agreement.
- B. Commencement of Services: The Consultant shall commence the Services within a period of 7 (seven) days from the date of Letter of Award (LOI), unless otherwise agreed by the Parties, in writing.
- C. Completion of Services: The time schedule for completion of various elements of services will be as given as per clause "Terms of Payments in tender document.

4. Confidentiality

- a) Auditor shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience, etc. given to him by AAI without the prior written consent of AAI.
- b) Auditor further undertakes to limit the access of confidential information to those of its employees, Implementation Partners etc. who reasonably require the same for the proper performance of the Contract and the Auditor shall ensure that each of them has been informed of the confidential nature of the information and made aware of the confidentiality and non-disclosure clause stated at Clause 4(a).

5. Expiration of Agreement

Unless terminated earlier, this Agreement shall, unless extended by the Parties by mutual consent shall expire upon expiry of a period of 90 (ninety)days from the delivery of the final deliverable as per clause ((Terms of Payments in tender document.

6. Termination of Agreement

- a. AAI reserves the right to terminate the contract on occurrence of any of the following events:
 - i. Any document, information, data or statement submitted by the firm in its Proposals, based on which the Auditor was considered eligible or successful, is found to be false, incorrect or misleading;
 - ii. The Auditor fails to commence services as required under this agreement.
 - iii. The Auditor fails to complete any of the required services as per the scope of work within the stipulated period, as detailed in the tender

7. Liabilities:

Without prejudice to any express provision of this contract, Auditor shall be solely responsible for any delay, lack of performance, breach of agreement and/ or any default under this contract.

8. Force Majeure:

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to postponement or deferment of implementation, fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver/ extension of time in respect of the delivery of any instalment or part of the service shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.

If operation of such circumstances exceed three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of professional manpower will not be an excuse to the consultant for not performing their obligations under the Contract.

9. Settlement of Disputes

A. Amicable settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

B. Dispute resolution

- i. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute. Any dispute, difference or controversy of whatever nature how so ever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably within thirty(30) days of notice. After the expiry of said period of notice of dispute' without any written amicable settlement, it shall be deemed that such a dispute is not resolvable by amicable settlement. However, at any time, both the parties can extend the said period of 30 days by mutual agreement in writing.

10. **Arbitration**

a. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be appointed by Chairman of AAI. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings.

The venue of arbitration shall be New Delhi.

b. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

In witness where of the parties have executed these presents in the day and the year first above written.

Date:

Signed and Delivered for and on behalf of M/S.

Place:

(Authorized Signatory)

In Presence of 2 (Two) Witnesses:

1. _____

2. _____