

**AI AIRPORT SERVICES LIMITED**

Regd. Office: 2nd Floor, GSD Building, Air India Complex, Terminal-2, IGI  
Airport, New Delhi – 110037

CIN : U63090DL2003PLC120790

**Tender for Appointment of Internal Financial Control Audit(IFC) of AI  
Airport Services Limited (Formerly Known as Air India Air Transport  
Services Limited)For Financial Year 2023-24 & 2024-25**

**DISCLAIMER**

The information contained in this TENDER or subsequently provided to bidder(s) whether verbally or in documentary or in any other form or on behalf of AI Airport Services Limited (hereinafter called as “AIASL”), is provided to the bidder(s) on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.

This TENDER is not an agreement and is neither an offer nor invitation by AIASL to the prospective bidder(s) or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this TENDER.

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by AIASL or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof is expressly disclaimed. No contractual obligation on behalf of AIASL, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officers of AIASL and the bidder.

AIASL make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER or arising in any way in the bidding process.

AIASL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this tender.

**Important Information**

<b>AIASL TENDER FOR APPOINTMENT OF IFC AUDITORS</b>		
1	TENDER Ref.	IFC AUDIT – AIASL /24-25/02 Dated 07.05.2024
3	Last date and time for bid submission	21 <sup>st</sup> May 2024 at 1130 hrs
5	Place of submission of Bids	Chief Financial Officer AI Airport Services Limited 2nd Floor, GSD Building , Air India Complex, Terminal-2, IGI Airport, New Delhi-110037
6	Date and Time of Technical Bid Opening	22 <sup>nd</sup> May 2024 at 1430 hrs
7	Date and Time of Financial Bid Opening	Will be intimated separately to the technically qualified bidder.
8	Address for Communication	Chief Financial Officer AI Airport Services Limited 2nd Floor, GSD Building , Air India Complex, Terminal-2, IGI Airport, New Delhi-110037 Email: <a href="mailto:cfo@aiasl.in">cfo@aiasl.in</a>

Bids will be opened in the presence of bidder's representatives, who choose to attend. The bidder's representatives must carry a letter of authority on the bidder's letter-head from the authorized signatory of the bidder, or any other valid document, authorizing them to attend the bid opening, failing which they will not be permitted to participate in bid opening process.

## **1. Background Information**

AI Airport Services Limited (Formerly Known as Air India Air Transport Services Limited) (“AIASL”) is a wholly owned subsidiary of Air India Limited (AIL) established under the Companies Act, 1956 having its registered office at 2nd Floor, GSD Building , Air India Complex, Terminal -2, IGI Airport , New Delhi-110037.

AI Airport Services Limited (AIASL) was incorporated in June, 2003 and was operationalized in February 2013 and now it is a leading ground handling service provider in India and offers ground handling services at about 90 Airports in India.

The Secretarial Department of AI Airport Services Limited (AIASL) is located at its registered address and records regarding compliances of AI Airport Services Limited (AIASL) are also maintained at its registered office. **The Annual Turnover of the company was Rs.894.47 crore for the year 2022-23** . For details related to operative network and financial results prospective bidder may refer to the website [www.aiasl.in](http://www.aiasl.in).

## **2. OBJECTIVE OF TENDER**

This TENDER is floated for the purpose of outsourcing IFC Audit activities of AIASL in compliance to the applicable provisions of Companies Act and Standards of Audit. So, AIASL now invites proposals from the CAG empanelled Chartered Accountant firms/LLPs who meet the required eligibility criteria and are having required skilled resources and capabilities for carrying out this assignment as indicated under the given work-scope for **IFC Audit of AIASL** and having their functional head office in Delhi/NCR who may be qualified to participate in the evaluation exercise.

The selected bidder will take up the **IFC Audit** assignment under this TENDER for AIASL operations controlled through office located at Delhi.

Based on above, AIASL invites offers for the location Delhi from interested and the eligible CAG empanelled firms/LLPs to conduct risk based assessment, identifying the potential risk areas and agree on IFC Audit Plan for two years period i.e. FY 2023-24 & FY 2024-25 extendable for further period of one financial year subject to satisfactory performance of the IFC Audit assignment.

## **3. SUBMISSION PROCEDURE AND INFORMATION FOR BIDDERS**

3.1. A bidder must submit its bid for carrying out the IFC Audit mainly from AIASL’s Head Quarters in Delhi

3.2. Bidders are required to submit their bids in HARD COPIES in two separate sealed envelopes consisting Technical Bid and Financial Bid duly superscribing “TENDER Ref. IFC AUDIT– AIASL /24-25/02 Dated 7<sup>th</sup> May 2024 (Technical Bid)” and “TENDER IFC AUDIT – AIASL /24-25/02 Dated 7<sup>th</sup> May 2024 (Financial Bid)” respectively. These two separate sealed envelopes containing the Technical Bid and Financial Bid, shall further be sealed in another master envelope, duly super-scribed with the “TENDER reference IFC AUDIT – AIASL /24-25/02 Dated 7<sup>th</sup> May 2024” and should be submitted in the TENDER box placed at the address given above.

3.3. The envelope containing Technical Bid must also contain all the documents provided in evidence as required as per details in TENDER document.

3.4. There should be no indication whatsoever, of any pricing information in the Technical Bid.

3.5. Bids should be submitted on Firm’s letter head, duly signed and stamped on every page by authorized signatory of Bidder.

3.6. AIASL is not responsible for the quotation lost in transit or not received in time including postal delay.

3.7. Any queries with regard to this TENDER may be addressed to:

To,  
Chief Financial Officer,  
AI Airport Services Limited  
(Formerly Known as Air India Air Transport Service Limited)  
2<sup>nd</sup> Floor, GSD Building , Air India Complex,  
Terminal-2, IGI Airport,  
New Delhi-110037

#### **4. OBJECTIVE AND SCOPE OF WORK**

Objectives and Detailed work-scope has been given in Annexure-I.

#### **5. TECHNICAL EVALUATION CRITERIA - MANDATORY**

5.1 The qualification for selecting a bidder will primarily depend upon the level of expertise and experience, capacity and capability of the bidder to successfully execute the IFC Audit assignment for AIASL. The qualification criteria for eligibility of the bidder to participate in the TENDER process are attached as Annexure II.

5.2 Non-fulfillment of the prescribed Technical Evaluation Criteria and not providing any of the requisite documents or furnishing incomplete/incorrect submissions as per the above list would lead to disqualification of bid / proposal and no correspondence whatsoever would be entertained by AIASL in this regard. AIASL reserves the right to call for clarification / submission of additional documents, if deemed fit from the bidder.

5.3 A Compliance certificate duly signed and stamped by the authorized signatory of acceptance of all the terms and conditions of the TENDER should be submitted on the bidder's letter head in the format as given at Annexure VI.

5.4 The bidders must comply with all criteria mentioned in the TENDER and shall furnish all relevant documents in support of the information submitted in the bid / proposal. AIASL reserves the right to verify/evaluate the information submitted by the bidders independently and the decision of AIASL taken in that regard shall be final, conclusive and binding upon the bidder.

## **6. BIDDING PROCESS (TWO STAGES)**

For the purpose of the selection of the successful bidder for IFC Audit assignment as per AIASL requirements, a two-stage bidding process will be followed. The bidders are required to submit their proposals in response to the TENDER in two parts:

- Technical Bid (Part-I)
- Financial Bid (Part-II)

The bidders will have to submit the Technical and Financial Bids along with supporting documents in physical form.

### **6.1 TECHNICAL BID (Part I)**

The bidder will have to submit the Technical Bid in sealed envelope, duly super scribing "Tender IFC AUDIT – AIASL /24-05/02 Dated 7<sup>th</sup> May 2024(Technical Bid)". Technical Bid will also contain all the Annexures and supporting documents as required under this TENDER. Technical bid needs to be provided with full details and supporting documents as per the requirements of this TENDER for each of such locations.

**Technical Bid should contain true photocopy of Financial Bid with Charges/Fees written as 'XXXXX' (bidder should ensure that no Charges/Fees figures have been mentioned in the copy submitted with the Technical Bid, failing which bid is liable to be rejected).**

In the first stage, only Technical Bids will be opened and evaluated. The Technical Bids submitted shall be evaluated for which IFC Auditor appointment has been sought under

this TENDER. Only those bids satisfying the technical eligibility requirements as specified and determined by AIASL as meeting the terms and conditions of this document shall be evaluated for next stage. The Technical Bid should consist of the following:

- i. Technical Evaluation Criteria as per **Annexure II** on bidder's letter head along with supporting documents.
- ii. Bidder's Profile as per **Annexure III** on bidder's letter head.
- iii. Certificate of Undertaking and Compliance as per **Annexure VI** on bidder's letter head including acknowledgement to execute Work Scope and specifications as per **Annexure-I**
- iv. Check List of documents as per **Annexure VIII** on bidder's letter head

## 6.2 FINANCIAL BID (Part II)

To be sealed and super scribed with "**Tender No. IFC AUDIT – AIASL /24-25/02 Dated 7<sup>th</sup> May 2024 (Financial Bid)**" must confirm to the followings:

- i. Fees/ charges to be quoted as per **Annexure-IX** in the given Financial Bid format only.
- ii. Unconditional discount, if any, should be clearly indicated and would be applied to the quoted Charges/Fees during evaluation.
- iii. Conditional discount, if offered, will not be considered for the evaluation.

The Financial Bids of only those bidders, whose Technical Bids are qualified, will be opened.

## 7 EVALUATION PROCESS AND SELECTION CRITERIA

### 7.1 Technical Bids Evaluation –

The Technical Bids will be evaluated in respect of location Delhi for their compliance to the technical requirements" of the TENDER as indicated in **Annexures I to VII**. AIASL reserves the right at its sole discretion to seek whatever information, documents, etc. from the bidder, as it may consider necessary for the purpose of evaluation of the bids.

Technical Bid evaluation would be based on Bidders meeting all the Technical Evaluation criteria (TEC). Bidders not meeting any of the essential TEC listed at Annexure-II will be summarily rejected. The remaining bids, meeting all the TEC, and otherwise meeting all the terms and conditions of the TENDER, would qualify the technical evaluation.

### 7.2 Financial Bids Evaluation

a) The date and time of opening of the Financial Bids would be intimated in advance to the bidders who have qualified, and their authorized representatives only would be permitted to participate in the opening of the Financial Bids.

b) The Financial Bids of only those bidders who qualify and are shortlisted, after complete technical evaluation of their Technical Bid, would be opened.

c) The bid with the lowest financial charges (L1) shall be evaluated for appointment as **IFC Auditor**.

d) In case of “Tie” in the lowest evaluated financial bid amongst two or more bidders for any particular location, the bidder with more CAG ranking points will be selected as L1.

## **8 SIGNING OF CONTRACT**

The term of the Contract shall be initially for the period of two year. AIASL reserves the right to extend the validity of contract for further period of one more financial year subject to satisfactory performance. AIASL reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as part of the final contract.

## **9 CONFIDENTIALITY / NON DISCLOSURE AGREEMENT (NDA)**

9.1. Selected Bidder for each location will have to execute the Non-Disclosure Agreement (with no amendments) as per the format of AIASL (Annexure VII)

9.2 The selected bidder (and his employees) shall not, unless AIASL gives permission in writing, disclose any part or whole of any document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the airline, in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. The employees engaged by the bidder in performance of this contract will maintain strict confidentiality for all data / information which come into their possession during the course of such performance.

9.3 The bidder, his employees and agents shall not without prior written consent from AIASL make use of any document or information given by the user, except for purposes of performing the contract award.

9.4 In case of breach, AIASL may take legal action as deemed fit.

## **10 SUB CONTRACTING OF ASSIGNMENT**

No Sub-contracting of Assignment in part or whole of the work will be permitted. In the case of reconstitution of the selected bidder, AIASL, at its discretion may allow the changed entity to continue to perform on same terms and conditions. Otherwise, such sub-contracting would be sufficient grounds for termination of contract under this TENDER for AIASL without any notice.

## **11 INDEMNITY**

The bidder, in the event of being selected under this TENDER, assumes responsibility for and shall indemnify and keep AIASL harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs



which are or may be required to be paid by reasons of any breach of the bidder's obligation under this tender or for which the bidder has assumed responsibilities under this contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder in connection with the performance of any system covered by the contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the contract and to protect AIASL during the tenure.

In the event of any third party raising claim or bringing action against AIASL including but not limited to action for injunction in connection with any rights consequential to performance or non-performance of the assigned tasks by the selected bidder or its employees, the bidder agrees and undertakes to defend and / or to assist AIASL in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against AIASL.

## **12 OBLIGATIONS OF AIASL AS AUDITEE**

- I. Pay fees for the services rendered as stated in Clause 8 (Invoicing and Payment) of General Term & condition.
- II. Provide office working space and access to applicable systems such as Odoo/Zeta/SAP HRMS and such other applications at AIASL Offices at Delhi. The officers / staff carrying out the **IFC audit** work, shall carry their own laptop for the work.
- III. Provide information/documents/records/books of accounts, etc., that would be required by the IFC Auditors during the course of the Audit. The I F C Auditors shall verify the records in the concerned Division and photocopies, if needed, could be provided on special requisition and at AIASL discretion.

**GENERAL TERMS AND CONDITIONS****1. GENERAL TERMS :****a. AIASL's Right to Accept or Reject Any or All Bids**

AIASL reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the ground for the Company's action. AIASL reserves the right to accept or reject any proposal by the bidder.

**b. Liabilities of AIASL**

This TENDER is not an offer by AIASL, but an invitation for Bids. No contractual obligation on behalf of the airline, whatsoever, shall arise from the TENDER process unless and until a formal contract is signed and executed by duly authorized officers of AIASL and the Bidder. However, until a formal contract is prepared and executed, this offer together with Company's written acceptance and notification of award shall constitute a binding contract with the bidder.

**c. Amendment of Bidding Document**

At any time prior to the closing date for receipt of the bid, AIASL may, for any reason, whether at its own initiative or in response to a clarification requested by any of the prospective bidder, modify the TENDER document by an amendment. The amendment will be notified by posting the same on website [www.aiatsl.in](http://www.aiatsl.in). In order to afford prospective bidders reasonable time to take the amendments into account in preparing their bids, AIASL may, at its discretion, extend the target date for the submission of the bid and the same will be notified on the said website.

**d. Contents of Bidding Document**

The bidder is expected to go through all the instructions, terms, forms and specifications of the TENDER document. Failure to furnish all information required by the TENDER document or submission of bid not substantially responsive to the TENDER document in every aspect will be at bidder's risk and may result in the rejection of the bid.

**e. Language of Bids**

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and AIASL, must be written in English.

f. **Bid Charges/Fees**

Bidder should quote charges/fees which will be valid for the entire period of contract from the date of signing of contract. The charges/fees indicated should be all inclusive and cover the man-power and other resources costs including costs of preparation of reports. Applicable Taxes to be quoted separately. AIASL will not be making any other payment except those mentioned in the financial bid.

g. **Validity of Bids**

Bids shall remain valid for 90 days from date of opening of technical bid. A bid valid for shorter period will be summarily rejected by AIASL. The bidders may be required to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by AIASL in writing or by email.

h. **Revealing of Charges/Fees**

The rates and/or Charges/Fees in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the Financial Bid, otherwise, it will lead to the bid being rejected.

i. **Last date of receipt of Bids**

Bids must be received by AIASL at the address specified not later than the time and date specified there in. AIASL, may at its discretion extend the bid submission date. The modified target date & time, if any, will be notified on the web site of AIASL.

j. **Late Submission of Bids**

Any bid received by AIASL after the notified closing date and time will be rejected and / or returned unopened to the bidder at his risk and responsibility.

k. **Modification and Withdrawal**

The bid shall contain no alterations, erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be duly confirmed under signature/initials of the person(s) signing the bid, failing which the Tender Bid is liable to be rejected. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bidder (including successful bidder) shall be allowed to withdraw the bid.

l. **Bid Currency**

Charges / Fees shall be expressed in Indian National Rupees only

**m. Preliminary Examination**

The bids will be examined by AIASL to determine whether they are complete, and whether the bids are generally in order. A bid determined as not substantially responsive will be rejected

**n. Contacting AIASL, lobbying or putting outside influence**

Any effort on the part of the bidder to influence bid evaluation process or award of contract decision may result in the rejection of the bid.

**o. Cost of Bid**

The bidder will bear all cost(s) associated with the preparation and submission of bid, including cost of presentation(s), reference site visit, etc. for the purposes of clarification of the bid. AIASL will not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**r. Cost of contract etc.**

All cost relating to signing of contract and other documents including NDA etc will be borne by selected bidder.

**s. Clarifications by AIASL**

If deemed necessary, AIASL may seek clarifications on any aspect from the bidder. However that would not entitle the bidder to change or cause any change in the substance of the bid already submitted or the Charges/Fees quoted. The bidder may also be asked to give presentation for the purpose of clarification of the bid. All expenses for this purpose, as also for the preparation of the documents and other meetings/presentations, will be borne by the bidders.

**t. Clarifications on TENDER by bidders**

Interested bidders can seek clarification on TENDER from AIASL by submitting their queries either in official hard copies or e-mails. The queries should be submitted on or before the last date for submission of bid. Any query submitted after the submission of bid will be rejected.

**u. Other Terms**

- i. It shall be deemed that by submitting the bid, the bidder agrees and releases AIASL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of

- any obligations hereunder and / or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- ii. AIASL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the bidding process, including any error or mistake therein or in any information or data given by AIASL.
  - iii. The bidder shall provide all the information sought under this TENDER. AIASL will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and / or conditional bids shall be liable for rejection.
  - iv. Bidders are advised that technical qualification of bidder will be entirely at the discretion of AIASL. Bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by AIASL.
  - v. Any information contained in the bid submitted by the bidders shall not in any way be construed as binding on AIASL, its agents, successors or assignees, but shall be binding against the bidders if any project is subsequently awarded to it under the bidding process on the basis of such information.
  - vi. AIASL reserves the right not to proceed with the bidding / TENDER process at any time without notice or liability and to reject any or all TENDER(s) / bid(s) without assigning any reasons whatsoever.
  - vii. All documents and other information supplied by AIASL or submitted by any Bidder to AIASL shall remain or become the property of AIASL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bids. AIASL will not return any bid or any information provided along therewith.
  - viii. AIASL shall not entertain any correspondence with any bidder in relation to the acceptance or rejection of this TENDER / bid.

## **2. Documentation:**

All relevant documents (whether required under the TENDER or sought for by AIASL at a later stage) will be submitted by the bidders at their own cost. AIASL reserves the right to verify all statements, information and documents submitted by the bidders in response to the TENDER and the bidder shall, when so required by AIASL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by AIASL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of AIASL hereunder.

## **3. Rejection of bids (Technical Bid & Financial Bid):**

The Tender response to the Technical Bid & Financial Bid will be rejected forthwith without evaluation on the following grounds:

- a. If the Technical bid or the Financial Bid has been received after due date and time of closing of the TENDER.
- b. If only the Technical bid has been received and Financial Bid has not been received, and

vice versa. If the Technical Bid or the Financial Bid has been received by fax or email.

c. If the Technical bid has been received without relevant data.

d. If the Technical bid or the Financial Bid received unsigned.

e. If the Financial bid received in an open condition in the master envelope containing the Technical Bid or if both the Technical Bid & Financial Bid are received in the same envelope and/or in an open condition.

f. The validity of the bid is lesser than 90 days.

g. Such other grounds noted at the discretion of AIASL not meeting TENDER requirements.

#### **4. Termination / Exit clause of contract:**

The contract may be terminated under the following circumstances:

I. In the event of unsatisfactory performance of the contract / deficiency of service by the successful Bidder, AIASL will have the right to terminate the contract by giving one (1) month prior written notice without any liability to AIASL.

II. If there is a change in AIASL's requirement, AIASL will be entitled to terminate the contract by giving three (3) months advance notice in writing. In case of such termination, the financial obligation will be proportionate to the work completed by the selected bidder.

III. In case of breach of contractual terms and conditions of the contract, AIASL shall be entitled to rescind the contract at any time without assigning any reason whatsoever and without any liability to AIASL.

#### **5 Dispute Resolution:**

Any dispute arising between the parties in respect of the construction, interpretation, application, meaning, scope, operation or effect of this TENDER document and/or the bidding process, or the validity or breach thereof, shall first be settled by mutual consultation. If the dispute remains unresolved after a period of 90 (ninety) days from the date when the mutual consultation has started, the matter shall be referred for settlement to 'SCOPE FORUM OF CONCILIATION AND ARBITRATION', Govt. of India, and the award made in pursuance thereof shall be final and binding on the parties. The venue of Arbitration proceedings shall be at Delhi.

#### **6. Force Majeure**

Any failure or delay by bidder or AIASL in performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, pandemic, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of nonperforming Party, is not a default or a ground for termination. The affected Party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

#### **7. Invoicing and Payment Clause:**

a. The audit Fees of the contracted value will be paid on completion of entire Audit,

b. Invoice for Audit Fees will be submitted to the CFO along with the final signed report,

such other supporting documents indicating that audit work has been completed as per the agreed terms and conditions and a certificate stating that awardee had completed the audit assignment as per given work scope and/ or any other assignment from time to time as per terms of this TENDER.

c. For the awarded location, the selected bidder will not be paid for local travelling, transport, office and stationary expenses for report preparation and/or presentations, or visits for meetings for any purposes related to the IFC Audit assignment.

**8. Others :**

a) All the Reports, working papers, supporting and collected records / data / information in hard copy and / or soft format will be property of AIASL and to be handed over to respective IFC Audit units in hard copy / soft copy in open format (MS-Word and MS-Excel) for use by AIASL at the end of assignments.

ANNEXURE-I

**OBJECTIVE AND SCOPE OF WORK FOR INTERNAL FINANCIAL CONTROL AUDIT:**

**I Objectives of Internal Financial Control Audit :-**

- a) To review the processes of operational and financial control of AI Airport Services Limited based on the definition of Internal Financial Control defined in the Companies Act, 2013 and Guidance Note issued by the Institute of Chartered Accountants of India.

**II SCOPE OF WORK**

1. To express an opinion on the Company's internal financial controls over financial reporting.
2. To obtain reasonable assurance about whether adequate internal financial controls over financial reporting was established and maintained and if such controls operated effectively in all material respects.
3. To suggest measures for improvement and to draw up recommendations and good practices that can be used as benchmark to develop or strengthen the internal control systems and enhance the reliability of the financial statements.
4. Review and assess whether performing procedures to obtain evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness.
5. To review that internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk.
6. To obtain evidences that is sufficient and appropriate to provide a basis for audit opinion on the Company's internal financial controls system over financial reporting.
7. Based on the testing of areas, to report any deficiencies in the design of internal control over the preparation of the financial statements.
8. To provide an overview of the work performed and observations to strengthen the compliance with the existing controls. T
9. To express an opinion on the below components of any internal control which relate to a financial statement audit.
  - 9.1. Control environment
  - 9.2. Entity's risk assessment process
  - 9.3. Control activities
  - 9.4. Information system and communication
  - 9.5. Monitoring of controls
10. Review & reporting of Internal Financial Control and Risk Control Mechanism in the Company
11. Any other activities covered under Internal Financial Control.



## ANNEXURE-II

**TECHNICAL EVALUATION CRITERIA (Mandatory Eligibility Criteria)**

1. Bids of the Bidders who fulfill the following Technical Evaluation Criteria (TEC), and submit documentary proof thereof along with the Technical Bid, will only be eligible for evaluation of the bids.
2. Bidders are required to indicate the compliance status for each of the Mandatory criteria by stating „Yes“ or „No“.
3. The documentary evidences as required be attached with this Annexure in sequence of the criteria.
4. “No” to compliance status of any one of the criteria could result in disqualification of the bid as these are mandatory criteria.

S.No.	MANDATORY REQUIREMENTS	Criteria	Documentary evidence to be attached with the Technical Bid	Compliance Status (Yes/ No)
1.	The bidder must be presently empanelled with C&AG.		As per the Certificate issued by the C&AG.	
2.	The Firms should have its Functional Registered/Head /Branch/ Base office in Delhi/NCR.		The CA Firm shall be required to furnish the proof of functional office address Situated in Delhi/NCR.	
3.	Minimum number of Full Time Partner (FTP) and Qualified CA(QCA,) in full time employment.	Minimum 02(Two) FTP / QCA	Certified copy of Qualification certificate	
4.	Minimum number of assignments in the last 5 years as IFC/Tax/Internal/ Statutory Auditor of Companies except Bank / Branch Audit having an annual turnover of not less than Rs.500crores.	Min 05 Companies	To give at least 2 Experience Certificate / Appointment letter from Client Companies along with self-certified List of companies audited from the DEL/NCR office under the signatures of at least two partners of the bidder containing details such as – i. Name of Auditee with location ii. Type of Audit (IFC/Tax/Statutory/Internal) done iii. Years of Audit iv. Duration v. Turnover (Rs.in lakhs) of company audited for relevant period	

5.	Number of companies (Registered under Cos Act) audited in the capacity of Internal / Statutory/ Tax Auditors/IFC Auditors since registration	At least 2 PSUs.	To give at least 2 Experience Certificate / Appointment letter from Client Companies whose audit were carried out from DEL/NCR offices with Self certified details signed by two Partners on Bidder's letterhead.	
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Annexure – III

**Bidder's Profile (To be provided by the Bidder)**

**Annexure-IV**

**Details of Manpower Resources (Partners and Assistants of Bidding Entity to supplement information provided at Sr.No.7 of Annexure-III**

Annexure V

**AUTHORIZATION LETTER FOR ATTENDING BID OPENING  
(On Bidder’s letterhead)**

To,  
CFO  
AI Airport Services Limited  
New Delhi-110037

Dated: XXXX

Sub: Authorization for attending opening of TECHNICAL / FINANCIAL BID

Opening Date:

Time:

The following person(s) is/are hereby authorized to attend Technical/ Financial Bid opening of subject TENDER.

S.No	Name	E.Mail	Contact No	Signature

Signature: .....

Authorized Signatory’s Name:.....

Bidder Name: .....

NOTES :

1. Permission for entry to the office where bids are opened may be refused in case authorization as prescribed above is not received.
2. The authorized representatives, in their own interest, must reach venue of bid opening well in time.
3. The authorized representatives must carry a valid photo identity.
4. Separate authorization letters would be required for Technical and Financial Bid opening.

Annexure VI

**CERTIFICATE OF UNDERTAKING and COMPLIANCE CERTIFICATE  
(ON BIDDER’S LETTER HEAD)**

To  
CFO  
AI Airport Services Limited  
(Formerly Known as Air India Air Transport Services Limited)  
New Delhi-110037

Sir, It is certified that we have studied and understood the terms and conditions of the TENDER for Nature of the work: IFC Audit for AIASL Limited and agree to abide and comply unconditionally with all the terms and conditions contained in this TENDER.

- 1) Having examined the Conditions of Assignment for the above Contract, i.e. Appointment for IFC Audit of AIASL, we qualify under the minimum eligibility criteria and offer to undertake the work in conformity with the Conditions of Assignment for the Delhi location.
- 2) We specifically undertake to complete and deliver the work-scope comprised in the TENDER and agree to abide by the General Terms and Conditions also.
- 3) We confirm that the bid is valid for 90 days from the notified last date of submission of TENDER.
- 4) List of documents attached with the TENDER.

1  
2  
3  
4  
5  
6  
Dated ..... day of .....  
Signature .....in the capacity of .....

Name I am duly authorised to sign TENDER for and on behalf of  
.....

**AUTHORISED SIGNATORY**

**Name of the Bidder  
Signature**

**Bidder’s Stamp &**

Annexure-VII

**NON-DISCLOSURE AGREEMENT (NDA to be discussed and executed with successful bidder)**

This Non-Disclosure Agreement (this "Agreement") is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_.

**BY AND BETWEEN**

AI Airport Services Limited, a company incorporated under the Companies Act, 1956, having its registered office at 2<sup>nd</sup> floor, GSD Building, Air India Complex, terminal-2, IGI Airport, New Delhi-110037 (hereinafter referred to as "AIASL" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the ONE PART.

**AND**

\_\_\_\_\_, a empanelled entity with the CAG with its registered office at \_\_\_\_\_ (hereinafter referred to as "Entity" which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its representatives, successors, affiliates and permitted assigns) of the OTHER PART.

Both parties hereto collectively referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

A. AIASL is a Government of India undertaking and is inter-alia engaged in the business of Ground handling Services.

B. \_\_\_\_\_ is inter-alia engaged in the profession of providing various types of accounting and auditing services.

C. Pursuant to Tender Ref. "IFC AUDIT – AIASL /2024-25/02 Dated 26<sup>th</sup> April 2024" for "TENDER FOR APPOINTMENT OF IFC AUDITORS OF AIASL AT DELHI, AIASL has agreed to award the IFC Audit to M/s \_\_\_\_\_ and accordingly, issued a Letter of Appointment dated \_\_\_\_\_ to enable the selected bidder to commence its internal processes required for carrying out the required IFC Audit services as per the tender. The parties are currently, in the process of finalizing the terms of the definitive final agreement.

D. During the course of services of the IFC audit, AIASL may disclose/share AIASL's proprietary and confidential information with the selected bidder and/or it may have access to/receive certain technical, non-technical, financial, business and other Confidential Information (as hereinafter defined) of AIASL.

E. The Parties recognize that there is a need to protect such Confidential Information from unauthorized use and disclosure and accordingly, have decided to enter into this Agreement

to establish and set forth the obligations of each Party with respect to any such Confidential Information.

**For purposes hereof, the term “Disclosing Party” shall refer to “AIASL” and the term “Recipient” shall refer to “Entity”.**

NOW THEREFORE, in consideration of the above premises the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Definition. “Confidential Information” shall mean any and all information disclosed to, or otherwise acquired or identified or observed by, Recipient including its affiliated companies, directors, officers, employees and agents of such affiliated companies (collectively, “Recipient's Representatives”), from and its affiliated companies, relating to the business of AIASL, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form of media, including, but not limited to, all sales and operating information, employee and other human resource information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright or any other intellectual property right. The term “Confidential Information” does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by AIASL; (iii) becomes available to Recipient on a non-confidential basis from a source other than AIASL; provided that such source is not bound by a confidentiality agreement with AIASL or is otherwise prohibited from transferring the information to Recipient by a contractual, legal or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

2. Scope. This Agreement is intended to cover Confidential Information disclosed by AIASL both prior and subsequent to the date hereof.

3. Obligations of Recipient. In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of AIASL,



disclose such information to any person for any reason at any time. The term “person” as used in this letter shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.

The recipient will grant access to the Confidential Information only to its employees on a need to know basis (who have clear need to know the Confidential Information for the purposes of execution and completion of IFC audit) and shall impose the same obligation on its employees, who obtain knowledge of Confidential Information.

4. Compelled Disclosure. In the event that Recipient or any of Recipient’s Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar incidents ) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient’s Representative, as the case may be, will provide AIASL with prompt notice of such request(s) so that AIASL may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or AIASL grants a waiver hereunder, Recipient or such Recipient’s Representative may furnish that portion (and only that portion) of the Confidential Information which Recipient is legally compelled to disclose and will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

5. Use. Recipient shall not use any Confidential Information for any reason other than as may be necessary for the Purpose. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.

6. Ownership. Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports and other documents prepared by Recipient in connection with the evaluation of the proposed Relationship, including all copies thereof, are and shall be the sole property of AIASL, and Recipient shall keep the same at all times in its custody and subject to Recipient’s control and shall return the same upon completion of the specified Purpose. Recipient does not hereby and shall not acquire by implication or otherwise any right in or title to or license in respect of the Confidential Information disclosed to it by AIASL.

7. Return of Confidential Information. Promptly following the earlier of (i) the termination of this Agreement or any other agreement for the proposed potential business relationship and (ii) the written request of AIASL, Recipient will deliver to AIASL all documents or other materials furnished by AIASL to Recipient constituting Confidential Information, together with all copies thereof stored in any form of media in the possession of Recipient. In the event of a written request from AIASL, all other documents or other materials constituting Confidential Information, together with all copies thereof stored in any form of

media in the possession of Recipient, will be destroyed with any such destruction confirmed and certified by Recipient in writing to AIASL.

8. No Obligation. Neither Party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither Party has any obligation by virtue of this Agreement to procure any products or services from the other Party or to enter into any further business relationship or to refrain either of the parties from entering into an agreement with any other party. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.

9. Remedies. Recipient acknowledges that money damages would be both incalculable and an insufficient remedy for any breach of this agreement by Recipient and that any such breach would cause AIASL irreparable harm. Accordingly, Recipient also agrees that, in the event of any breach or threatened breach of this Agreement, AIASL, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

Notwithstanding the above, the Recipient will indemnify and hold AIASL harmless from and against any and all loss, liability, damages, costs, claims and expenses, including all court costs, attorney fees and legal fees, which AIASL might suffer/incur as a result of any violation whatsoever of this Agreement by Recipient.

10. Termination. This Agreement may be terminated by either Party by giving the other Party no less than thirty (30) days prior written notice; provided, however, that, notwithstanding anything herein to the contrary, Recipient's obligations with respect to each item of AIASL's Confidential Information will survive for a period of three (3) years following the disclosure of the applicable Confidential Information unless such survival is stipulated by law for a longer period.

11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of India and shall be subject to the jurisdiction of courts situated in Delhi, India to the exclusion of all other courts situated elsewhere.

12. Amendments. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded or cancelled in whole or in part, except by written instrument signed by the Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded or cancelled.

13. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining

terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

14. Waivers. No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a Party to comply with any obligation contained in this Agreement may be waived by the Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

15. Entire Agreement; No Assignment; Counterparts. This Agreement contains the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Agreement may not be assigned by Recipient by operation of law or otherwise without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single Agreement between the parties with the same effect as if all the signatures were upon the same instrument

. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date and year first above written.

AI AIRPORT SERVICES LIMITED

By:

Name:

Title:

Selected Bidder

By:

Name: .....

Title: .....

WITNESSES:

- 1.
- 2.

**Annexure VIII**

**Check List of Items/Documents to be attached (On Bidder's letterhead)**

1. Technical Evaluation Criteria (Mandatory Minimum Eligibility) compliance as per ANNEXURE-II
2. Bidder's Profile at ANNEXURE-III duly filled in with required supporting documents.
3. Details of manpower as per Annexure IV
4. Authorisation letter as per Annexure V
5. Certificate of Undertaking and Compliance as per ANNEXURE-VI.
6. Non-Disclosure Agreement as per ANNEXURE-VII.
7. Financial Bid Format duly filled in as per ANNEXURE-IX
8. To give at least 2 Experience Certificate / Appointment letter from Client Companies having turnover of not less than R.500 Crs. alongwith self-certified List of companies audited from the DEL/NCR office under the signatures of at least two partners of the bidder containing details such as Name of Auditee with location, Type of Audit (/IFC/Tax/Statutory/Internal) done, Years of Audit, Duration, Turnover (Rs.in lakhs). of company audited for relevant period  
To give self certified details signed by two partners of at least 2 Experience Certificate / Appointment letter from Client Companies who were PSUs and whose audit were carried out from DEL/NCR offices on Bidder's letterhead.

The list above is indicative. Bidders should go through the tender document carefully and provide documents/details in support of their bid.

## Annexure-IX

**Financial Bid Format**  
**Outsourcing of IFC Audit for the period FY 2023-24 & 2024-25**

S.NO	Description	Amount (Rs.)
1.	Consolidated Fees for concurrent I F C Audit activities as specified in Scope of Work and for providing required reports as mentioned in Annexure I (Scope of Work).	

Signature:  
Authorized Signatory's Name:

Date: \_\_\_\_\_

**Notes :**

1. Evaluation of bids(Financial) of those technically qualified as per qualification criteria specified in tender shall be on L1 basis with respect to basic cost quoted
2. In case of "Tie" in the lowest evaluated financial bid amongst two or more bidders for any particular location, the bidder with more CAG ranking points will be selected as L1.
3. GST shall be paid as per applicable rates.
4. Indicate Charges/ Fee both in figures and words for which bid is submitted. In case there is any discrepancy between figures and words, the Charges/Fees in words shall prevail.
5. There should not be any cutting / overwriting. In case of cutting / overwriting, the bidder has to initial the same, otherwise such bid shall be rejected.