

भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA



Tender REF: AAI/GUWAHATI/JVMU APT/2022-23

**ENGAGEMENT OF AUDITOR FOR
CONDUCTING AUDIT OF JVMU GUWAHATI AIRPORT**

For the period from 08.10.2021 - 31.03.2023

**GUWAHATI
Airport**

Additional Terms & Conditions

AIRPORTS AUTHORITY OF INDIA



AIRPORTS AUTHORITY OF INDIA

Guwahati Airport

Name of Work: ENGAGEMENT OF AUDITOR FOR CONDUCTING
AUDIT OF JVMU GUWAHATI AIRPORTS.

AAI invites Tender from Chartered Accountant/Cost and Management Accountant firms for conducting Audit of Guwahati Airport.

The Estimated Cost of the tender is Rs. 3,34,000/- (Rupees Three Lakhs Thirty-Four Thousand only) plus GST (as applicable) The detail scope of audit, stations to be audited along with terms and conditions is available at URL address <https://gem.gov.in/>

AIRPORTS AUTHORITY OF INDIA
Guwahati Airport

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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 24 International Airports, 10 Customs Airports, 103 Domestic Airports and 23 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 25 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 Sources of Revenue/Income

AAI's revenue is broadly categorized as Traffic and Non-Traffic revenue.

(A) Traffic revenues are generated from:-

- a. RNFC fees collected for providing CNS & ATC services to aircraft over the Indian air space.
- b. Landing/Parking fees for providing landing and parking facilities to aircraft at Airports
- c. Passenger Service fees collected for providing passenger facilities in the terminal building

(B) Non-Traffic Revenues are generated from:-

- a. Concessions – Rents / licence fee paid by concessioners for area inside and outside the Terminal Building
- b. Parking and Airport Access
- c. Car Rental Operations
- d. Lease of Land
- e. Advertising – Advertisements placed on airport walls
- f. Handling of cargo etc.

(C) Apart from the above AAI also earns revenues from leasing out of Mumbai Airport, Delhi Airport, Jaipur Airport, Lucknow Airport, Guwahati Airport, Ahmedabad Airport, Mangalore Airport etc. to Private Operators.

(D) Other Income

- Interest Income
- Profit on sale of fixed assets
- Employee related recoveries
- Income from training institutes
- Miscellaneous Income
- Interest and Penalties
- Dividend received-JVC/Subsidiaries

1.5 Major Areas of Expenditure:

- Construction/Development of Airports, Terminal Buildings, Runways, Taxi Track etc.
- Procurement of Plant & Machinery, Equipment, Furniture, Vehicles, Spares, Software, Computers etc.
- Works Contract including AMC & Capital Expenditure
- Security Services provided by Government Agencies like CISF, State police, DGR etc.
- Hiring of Manpower
- Hiring of Vehicles
- Legal Services
- Transportation of Goods by Road/Air
- Professional Services
- Telecommunications Services
- Expenditure on CSR activities
- Import of Foreign Services
- Services provided by Government Agencies like Meteorological Department.

1.6 AAI is 100% owned by the Government of India. Its share capital & reserves as on 31st March 2022 is INR 12132.19 crores.

IMPORTANT POINTS TO NOTE

1	GeM TENDER REFERENCE NO.	AAI/GUWAHATI/JVMU APT/2022-23
2	TENDER INVITED FOR	ENGAGEMENT OF AUDITOR FOR CONDUCTING AUDIT OF JVMU GUWAHATI AIRPORTS FOR THE PERIOD 08.10.2021 TO 31.03.2023 and submission of report
3	BID SECURITY / EMD	Rs. 6,680/- (Rupees Six Thousand Six Hundred Eighty only)
4	MODE OF PAYMENT FOR EMD	Through RTGS/NEFT in the current account of AAI/ MSME Certificate
5	AAI BANK DETAILS FOR REMITTING THE EMD	Name of the Bank: State Bank Of India Branch: Guwahati Airport (3776) IFSC Code: SBIN0003776 Account No.30854418615 Beneficiary Name: Airport Authority of India
6	VALIDITY OF THE TENDER	180 days from the last date of submission of bid on GeM Portal
7	PUBLISHING OF TENDER DOCUMENTS ON AAI WEBSITE (WWW.AAI.AERO)	-----
8	START DATE ON GeM Portal	19.01.2024 at 13:30 Hrs
9	END DATE & TIME ON GeM PORTAL	01.02.2024 from 12.00 Hrs.
10	TIME PERIOD FOR RAISING QUERY BY THE TENDERER	Five working days from the date of publishing tender
11	TIME PERIOD FOR FURNISHING OF REPLY BY THE CONSIGNEE/BUYER	24.01.2024 upto 18:00Hrs.
12	TIME & DATE OF OPENING OF TECHNICAL BID	01.02.2024 from 12.30 Hrs.
13	TENTATIVE TIME & DATE OF OPENING OF PRICE BID	After evaluation by the Committee and Approval of the Competent Authority
14	WHETHER REVERSE AUCTION (RA) ACTIVATED	AS PER GeM PROVISIONS
15	CORRESPONDENCE DETAILS OF THE BUYER/ CONSIGNEE	AIRPORTS AUTHORITY OF INDIA, O/o THE REGIONAL EXECUTIVE DIRECTOR, ER, INTERNAL AUDIT DEPT (RIAC-ER), OPERATIONAL BUILDING NSCBI AIRPORT, KOLKATA- 700 052 Tel: 033 2513 0008 EXTN: 4858
16	WEBSITE ADDRESS OF AAI	www.aai.aero

NOTICE INVITING ONLINE TENDER

1. Online tenders through e-procurement mode are invited by AAI for Engagement of Chartered Accountants / Cost and Management Accountants Firms for Audit of PPP Airports.
2. The tender document is made available through Gem Portal mode and open for downloading free of cost from AAI official website <https://www.aai.aero> and GEM Portal <https://gem.gov.in> during the period as mentioned in NIT.
3. The tender document consists of **two volumes**- Volume I: Technical Bid and Volume II: Price Bid.
4. The complete tender document shall be submitted online as per tender offer on or before the due date and time of submission. Tender documents through offline mode will not be entertained in any case.
5. The Bid security (EMD) as per Clause 3 of Section-III shall be paid as described in the Tender Document.
6. 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.
7. 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 opening of financial bid ;
 - a) The bidder should submit self-declaration in the covering letter as mentioned in Format-I, section-VI 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, as per Format-IV of Section-VI along with relevant documents in the Tender Document, Technical Bid shall be uploaded through e- procurement Gem 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 the award letter. Failure to produce the original documents will be treated as void/ non-responsive and is liable to get rejected.
8. The prospective Tenderer shall submit queries, if any, through GeM portal as per the mentioned deadline, so that the queries can be clarified. The bidders' queries will be Clarified through GeM portal only.

9. 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 GEM Portal <https://gem.gov.in>.
10. If the offers are not received according to the instructions detailed herein above, they shall be liable for rejection.

Volume-I: SCOPE OF Audit

The scope of Audit along with reporting requirements in the desired format are part of NIT and specified as follows. Audit is to be carried out by the firm for systematic examination of all financial transactions and related documents to ensure the accuracy and compliance with the Audit system, procedures and guidelines of AAI, CAG and other Statutory Authorities. Audit has to be carried out in respect of following **Guwahati** PPP Airport of AAI:

<u>S.No</u>	NAME OF PPP AIRPORT	Period of Audit
4	JVMU – Guwahati AIRPORT	From Commercial Operation Date [COD] 08.10.2021 to till 31.03.2023

A list of scope of work has been indicated as follows. It is pertinent to mention that these are an indicative list and not an exhaustive list of scope of work. The auditor has to examine the areas as mentioned in the scope of work from all angles to ensure that the JVMU has followed the laid down procedures in carrying out the job and the proper records have been maintained in support of that Reporting may be made in the desired format made in the Google sheet.

SCOPE OF AUDIT		
1. Monthly billing		
Sl. No.	Area of Audit	Scope of audit
1.1	Raising of monthly bills on Concession Fee	<p>To check whether the monthly bills on Concession fee in respect of airport operator are raised as per concession agreement by JVMU</p> <p>In-depth checking of all invoices generated in any one month in each quarter along with verification of all related records, processing of data in the software needs to be verified and any deviation must be reported for corrective action.</p> <p>The in-depth checking of the revenue billing is to be made by cross verifying the data available in ATC automation system or any other system where accuracy can be confirmed.</p> <p>As there may be a manual intervention for porting the data from the system operated by ATC to billing software, even if where the ATC automation system is available, there is a possibility of human error in omission/duplication of data leading to wrong billing.</p> <p>In view of the above, to ascertain the correctness of the billing or otherwise, it is desired for an in-depth checking of the billing made in this process for one month in each quarter and the short billing / differences if any, to be reported as per Format 1.1</p>
1.2	Verification of collection and accounting of monthly concession fee	<p>It is to be verified whether the concessionaire have remitted the amount as per Invoice raised or any dispute raised. If so the reasons for dispute and its correctness to be checked and reported. In case of delay in payment of bills by the concessionaire beyond the permissible time, any interest bills is charged or not, as per provision of agreement and to be reported for.</p>

		The Accounting of billing and collection of concession fee are accounted properly in the books of accounts are to be verified and reported as per Format 1.2.
1.3	Employee Cost	<p>To check whether the monthly bills on Employee cost on Select Employees are raised as per concession agreement by JVMU</p> <p>In-depth checking of all invoices generated in any one month in each quarter along with verification of all related records, processing of data in the software needs to be verified and any deviation must be reported for corrective action.</p> <p>The in-depth checking of the revenue billing is to be made by cross verifying the data available where accuracy can be confirmed.</p> <p>As there may be a manual intervention for porting the data from the system operated to billing software, even if where the automation system is available, there is a possibility of human error in omission/ duplication of data leading to wrong billing.</p> <p>In view of the above, to ascertain the correctness of the billing or otherwise, it is desired for an in-depth checking of the billing made in this process for one month in each quarter and the differences if any, to be reported as per format 1.3</p>

1.4	Verification of collection and accounting of monthly Employee Cost	<p>It is to be verified whether the concessionaire have remitted the amount as per Invoice raised or any dispute raised. If so the reasons for dispute and its correctness to be checked and reported. In case of delay in payment of bills by the concessionaire beyond the permissible time, any interest bills are charged or not as per provision of agreement to be reported as per Format 1.4.</p> <p>The Accounting of billing and collection of Employee cost fee are accounted properly in the books of accounts are to be verified and reported</p> <p>To be reported as per Format 1.4</p>
1.5	Revision of Per Passenger Fee	<p>To check and confirm the revision of Per Passenger Fee has been implemented as per Concession Agreement and effected annually on each anniversary of COD.</p> <p>Auditor should verify and certify that the Revision has been effected in the billing as per clause / provision in the concession agreement.</p> <p>To be reported as per Format 1.5</p>
1.6	Yearly Reconciliation of Monthly Concession Fee	<p>Auditor has to verify and report that Concession fee has been billed, collected and accounted properly as per terms of Concession Agreement and “Yearly Reconciliation” of the same has to be done as per clause 27.5 of Concession Agreement and status to be reported in the format 1.6 of NIT.</p>
1.7	Reconciliation of Balancing payment	<p>As per Concession Agreement clause 31.4, concessionaire has to be provided with “Quarterly balancing payment”. Auditor has to verify and certify whether the same has been implemented or not and to be reported as per format 1.7 of NIT.</p>

1.8	Independent Engineer	As per Provision of concession agreement, an Independent Engineer has been appointed to monitor / check the concessionaire has implemented / operating airport operation as per various provisions. Auditor has to verify and certify that Independent Engineer services are provided as per clause of the agreement and to be reported as per format 1.8 of NIT.
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- 2) The selection of the auditor will be on the basis of minimum eligibility criteria as mentioned in section II, Volume-1 of Additional Terms & Conditions. Financial bid shall be opened only in respect of technically qualified bidders.
- 3) Decision of AAI in all matters regarding appointment of auditor, their eligibility, the stages at which scrutiny of eligibility will 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.

City Classification “ B”: Guwahati	
Manpower and other expenditure	No. of Manpower
Partner	1
CA/CMA Qualified	2
Semi Qualified	4

Deployment required	
Manpower and other expenditure	No. of Man days
Partner	2
CA/CMA Qualified	5
Semi Qualified	15
Estimated cost	
Manpower and other expenditure	No. of Manpower *man-days*rate as per ICAI
Partner	24000
CA/CMA Qualified	70000
Semi Qualified	240000

Total estimated cost worked out to Rs.3,34,000/- per PPP Airport excluding GST .

Guwahati Airport**1. Billing****1.1) Checking of Monthly Concession Fee billing**

Sl. No.	Invoice No.	Period of Billing	Dt. of Invoice	Amount	Difference in billing	Observation

1.2) Collection and Accounting of Monthly Concession Fees

Sl.No.	Invoice no & date	Amount Billed	Amount collected and accounted	Difference if any	Observation

1.3) Employee cost billing

Sl.No.	Invoice no and date	Period of billing	Amount billed	Difference if any	Observation

1.4) Employee Cost collection and accounting

Sl. No.	Invoice No	Date	Amount Billed	Amount collected and accounted	Difference if any	Observations			

1.5) Revision of "Per Passenger Fee"

Sl no.	Rate at the beginning of financial year	Escalation due as per agreement clause	Actual rate of revision	Difference if any	Observation

1.6) Reconciliation of Monthly concession fee

Sl. No.	Reconciliation due Financial year wise	Whether carried out or not	Any difference	Reasons / observation		

1.7) Reconciliation of Balancing Payment

Sl.No.	Quarterly balancing payment statement status	Given to concessionaire or not year wise Quarter wise	If not submitted reasons / justification	Any dispute in balancing payment raised by concessionaire	Action taken / correction taken by JVMU

1.8) Evaluation of Independent Engineer

Sl.No.	Name of the IE appointed	Brief scope of work	Scope performed	Any Short fall	Reasons for shortfall	Action taken by JVMU for short fall			Observation

Volume –I - Technical Bid

1) Eligibility Criteria

Sl. No.	Minimum Eligibility Requirement	Supporting Document to be submitted
(i)	Legal Status of the Bidder The Bidder should be a Partnership Firm / LLP of Chartered Accountant / Cost and Management Accountant registered in India having experience of 15 (Fifteen) years or more.	Self-Certified copy of Registration issued by Institute of Chartered Accountants of India/ Institute of Cost and Management Accountant of India.
(ii)	Financial Capacity The Bidder should have average annual gross receipts / turnover (total of consultancy fees / Professional fees, filing fee etc. charged in the process of usual business but excluding other Income) of Rs 13 Lakhs (Thirteen lakhs) in each of the last 3 (Three) completed financial years.	ITR/Assessment order and audited financial statements of the firm (Balance Sheet, Profit and Loss Account) duly certified.
(iii)	Experience of Partners The Bidder should have minimum 5 (Five) full timequalified CA/CMA partners associated with the firm for a minimum period of 10 years and having a 10 years of post-qualification experience in statutory / internal audit.	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. The resume should separately mention the work done and period of experience in Audit.
(iv)	Experience of Employees The Bidder should have minimum 5 (Five) paid qualified CA/CMA (other than partners) out of which at least 2 (Two) should have minimum 5 years post qualification experience in statutory / internal audit.	List of qualified CA's as per payroll Listing along with the Segment 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. The resume should separately mention the work done and period of experience in Audit.
(v)	Assignment Undertaken	List of assignment showing the

	<p>The bidder should have carried out</p> <p>a) One audit assignment of at least 80% or more than the estimated cost put to the tender (annual value) during last 5 years.</p> <p>or</p> <p>b) Two audit assignment of at least 50% or more than the estimated cost put to the tender (annual value) during last 5 years.</p> <p>or</p> <p>c) Three audit assignment of at least 40% or more than the estimated cost put to the tender (annual value) during last 5 years.</p> <p>Out of the above assignment so carried out, 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 3 financial years.</p>	<p>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.</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 respective state where audit to be conducted .	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
(viii)	EMD amount & details /MSME Certificate	

Financial Bid Evaluation

Price Bids shall be opened only for bidders technically qualified in terms of NIT

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

GST is required to be specified 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.

The bidder whose quote is lowest shall be considered for award of work.

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 contains the information and documents as required in the Tender Document.
- c) It contains EMD.
- d) It contains information in formats specified in the Tender Document.
- e) It mentions the validity period as set out in the document
- f) It provides the information in reasonable detail. AAI reserves the right to determine whether the information has been provided in reasonable detail.
- g) There are no significant inconsistencies between the proposal and the supporting documents.
- h) The Technical qualification conforms to as specified in the eligibility criteria in the tender.

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

- ii
 - a) The E-Mail offers 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) only one chance will be given to the bidders after the closing date to complete the submission by giving required documents/ short fall of documents.
 - 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 or 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 GEM 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 as per GeM portal, on a specified date and time and Venue, to be intimated to the Technically Qualified bidders through GeM.
 - c) If there is a discrepancy between words and figures, the figures written in words shall prevail.
 - d) AAI reserves all rights to accept or reject any or all bids without assigning any reason thereof.

- e) The decision of AAI in all matters regarding Engagement of Chartered Accountants/Cost and Management Accountants Firm for Concurrent Audit Services will be final and binding on the applicants. No correspondence or personal enquiries shall be entertained by the AAI in this regard.

Note:-

1. The Technical bid submitted by the bidder shall comprise of:
 - (i) The original financial instrument or original letter containing complete remittance details of NEFT/RTGS transfer towards EMD or MSME Certificate.
 - (ii) Covering Letter as specified in Format I.
 - (iii) Unconditional Acceptance Letter as specified in Format II.
 - (iv) All documentary evidences as specified in Evaluation criteria in Format III
 - (v) Technical bid Annexure- (iv)
2. Documentary Evidence
 - (i) Technical bid of only those bidders will be evaluated whose Documents are found in order.
 - (ii) 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.
 - (iii) Non-submission of requisite documents after the same will lead to disqualification from Tender process.
3. Documentary evidence needs to be submitted duly self-attested by the bidder for each of the Evaluation criteria.
4. Self-declaration needs to be signed by authorized signatory(s).
5. 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.
6. 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.

SPECIAL TERMS AND CONDITIONS**1. PERIOD OF AUDIT**

The engagement of Auditor is for audit of PPP Airport from the date of COD to till 31.3.2023 [Period of Audit As per Section I and Volume I]. Time allowed is 20 days. [Ahmedabad, Lucknow and Mangalore] and time allowed is 15 days [Guwahati, Jaipur and Trivandrum].

2. PAYMENT TERMS

No Advance shall be paid by AAI. The payment shall be released after the submission of the respective audit report and subject to approval of Competent Authority.

All payment shall be subject to recoveries towards statutory deductions. The payment will be made by electronic transfer.

3. EARNEST MONEY DEPOSIT (EMD)

The Firm / Organization shall submit the Earnest Money Deposit (EMD) for Rs. 6,680/- (Rupees Six Thousand Six Hundred Eighty only) in the form of RTGS/NEFT/IMPS only in favour of "Airports Authority of India payable at GUWAHATI". 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 as below: -

Particulars	Details
Bank Account No.	30854418615
Name of Bank	State Bank of India
Name of Beneficiary	Airports Authority of India
Bank Address	Guwahati Airport (3776)
IFSC Code	SBIN0003776

4. SECURITY DEPOSIT

The Successful bidder shall be required to pay 10% of the contract value towards security deposit. SD so required can be deposited by the bidder or can be deducted by AAI from the each of the payment to be made. The SD amount so recovered/deposited will be released after 6 months from the successful completion of the contract. No interest shall be paid on SD deposited by the party.

5. 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 plus GST as applicable. The payment shall be released after acceptance and approval of the report by the Competent Authority.
6. The audit team should consist of minimum of 1 nos of Partner, 2 nos of qualified CA/CMA having experience of minimum 10 years in the audit and 4 nos of semi qualified staff having experience of minimum 5 years in the audit as the case may be as per classification of the city mentioned in the Volume – II Section – I of the tender document.
7. The audit team will conduct audit as per Compendium of standards on Concurrent Audit issued by the Institute of Chartered Accountants of India and in consultation with concerned officials at CHQ/RHQ/Airport. 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.
8. **REPORT SUBMISSION:** The auditor has to commence the audit within 10 days from the date of award of work. The draft Audit report is to be submitted to JVMU within 15 days after completion of Audit as per the time limit given in the tender . After an exit meeting with JVMU, Immediate corrective action after the exit meeting may be taken to ensure to cover the deficiency in the Audit, if any for acceptance of audit report. The final Audit Report shall be submitted by within 10 days from the date of communication. The Audit report along with relevant information should be submitted in the prescribed format only. No statement other than the prescribed format will be accepted and no payment will be made till the acceptance of the report by the Competent Authority. The auditor has to submit detailed content of the audit carried out in the respective format for the better understanding of the management as well as for making decision systematic improvement. **Reporting may be made in the desired format made in the Google sheet.**
9. **CONFIDENTIAL REPORT:** The Auditors are required to report all cases 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 (Finance)/ RED of the AAI.
10. **PENALTY:** - If Audit is not conducted and Audit Report is not submitted as per the requirement no payment will be made till the report complete in all respect is

submitted to the competent authority for acceptance. A penalty @ 2% of the awarded value of the contract per week will be levied subject to maximum @ 10% for the delay in submission of report beyond the prescribed period of time. Delay in finalization of Concurrent Audit and submission of Audit Report for reasons beyond the control of the Auditors may be condoned with the approval of the competent Authority at Guwahati Airport.

Note: - In addition to quality of Audit In depth Audit in all respect at least for one month in a quarter is mandatory and accordingly reporting & submission of Audit report should be made by the firm.

GENERAL TERMS AND CONDITIONS

1. CLARIFICATIONS ON TENDER DOCUMENTS

A prospective Tenderer requiring any clarification on the Tender Document may notify through GEM 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 addendum/corrigendum.

Addendum/corrigendum, if any, will be hosted at GEM Portal and shall become a part of the tender document. All Tenderers are advised to see the GEM Portal for any 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 addendum/ corrigendum 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/contract without assigning any reason. If the firm/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, whatsoever, at any time during the contract period by giving 7 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.

8. 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, grandparents, 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 (Format - II) and Undertaking (Format - III) of section IV 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/utilize the services of those who are not employee/ partner/director of the firm.
- 18.** Payments shall be made on production of original invoices indicating GST No. and after acceptance of the report by the Competent Authority. As AAI will avail GST ITC, the scanned copy of GSTR1 and GSTR3 to be submitted to AAI for release of GST.
- 19.** The Audit firm must be familiarized with the scope of the audit and consider the same before quoting for the tender. To obtain first-hand information on the Assignment and scope, firm may visit concerned section/Concurrent Audit Team (RIAC) CHQ/RHQ/ Airport for any clarification.
- 20.** Details as per Technical bid- Annexure-IV must be submitted.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Bidders to follow the following procedure to submit the bids online through the e-Procurement portal <http://gem.gov.in>.

1. The bidders shall go through the Additional Terms and Conditions(ATC) document and shall comply with each clause of all the sections of the ATC document.
2. Online bids through GeM portal are invited by Airports Authority of India(AAI) for “Engagement of Auditor for conducting Audit of JVMU-Guwahati Airports from COD to till 31.3.2023
3. 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.
4. The tender document consists of two volumes –Volume-I Technical Bid (all Technical documents including unconditional acceptance of the offer) and Volume-II – Financial(Price) Bid.
5. The tender fee EMD (Rs.6,680/-) is to be remitted to the CC/OD account of Airports Authority of India as per bank details mentioned at Sl. No. 6 under the heading “Important Points to NOTE”. Copy for the RTGS/NEFT details along with UTR number is to be uploaded on the GeM portal by the tenderer/bidder.
6. The offer (both Technical & Financial bid) must be valid for a minimum period of 180 days from the last date of submission of bid on GeM Portal.
7. Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Section-II Volume I Technical Bid and accordingly bidders are advised to submit below mentioned documents in support of eligibility criteria.
 - i. The bidder shall submit self-declaration in the covering letter (Format-I) stating that the bidder has not been blacklisted/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.
 - ii. Letter of Unconditional acceptance of the offer as per Format-II.
 - iii. All the documents required to meet the eligibility criteria, as per Section-VI Format- I in the Tender Document i.e., Technical Bid shall be uploaded through GeM procurement portal after scanning in .pdf format. The tenderer may submit either Notarized or Self attested copies of the documents. The successful bidder has to produce the original documents for verification before issuance of letter of award.
8. Self-declaration needs to be signed by Managing Partner/Senior Partner or by authorized signatory(s) authorized by the Partner to sign the document. Bidder should do Online Enrolment in this Portal.

9. Bidder then login into the portal giving user id / password chosen during enrolment.
10. After downloading / 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.
11. Bidder should consider of the corrigendum published before submitting the bids online.
12. Bidder, in advance, should prepare the bid documents to be submitted as indicated in nthe tender schedule and they should be in PDF/XLS formats. If there is more than one document, they can be clubbed together.
13. Bidder should arrange for the EMD as specified in the tender.
14. The bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.
15. 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.
16. 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 75-100as per Gem 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.
17. 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.
18. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
19. 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.
20. 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.
21. 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.
22. 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.
23. Tenderer should submit the tender for Engagement of Chartered Accountants / Cost and Management Accountants firm by AAI in accordance with the Instructions to Bidders & Terms & Conditions of Tender.

Format-I (To be uploaded online)**LETTER OF SUBMISSION - COVERING LETTER TO BE SUBMITTED IN COVER 1***(ON THE LETTER HEAD OF THE BIDDER)*

Date:

To

Sir,

Sub: E -TENDER FOR ENGAGEMENT OF CHARTERED ACCOUNTANT / COST AND MANAGEMENT ACCOUNTANT FIRM FOR AUDIT of JVMU - GUWAHATI AIRPORTS

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) for exemption of depositing EMD.	
(ii)	Scanned copy of the Self-Certified copy of Registration issued by The Institute of Chartered Accountants of India/ The Institute of Cost Accountant of India as per Eligibility Criteria no. i	
(iii)	Scanned copy of duly certified Audited financial statement (Balance Sheet & Profit and Loss Account) for FY 2020-21, 2021-22 and 2022-23 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 along with membership no., the Segment handled and years of post- qualification experience in Concurrent 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 certified by Managing Partner/Senior Partner AND Proof of execution of services/ other credentials (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 etc. on letterhead of the client duly certified by the client) as per Eligibility Criteria no. v	
(vii)	Audited Balance Sheet & P&L of the client as per Eligibility Criteria no. v	
(viii)	Scanned Copy of Proof of Address as per Eligibility Criteria no. vi	
(ix)	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 Eligibility Criteria no. vii	
(x)	Scanned copy of PAN, TAN, and GST Registration No. of the Firm/LLP	
(xi)	Scanned copy of filed Format I, Format II and Format III	
(xii)	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 Executive Director
Airport Authority of India
RHQ[NER], Guwahati, International Airport
Assam-781 015

Subject :- ACCE P TA NCE OF AAI's E -TENDER CONDITIONS

Sir,

1. E-tender documents 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 Additional Terms & conditions and guidelines of the NIT of the E-Tender Documents has been noted wherein it is clarified that AAI reserves the right to reject the 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 the e-tenderer)

UNDERTAKING TO BE SUBMITTED BY BIDDER'S (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

*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.

Signature (with Stamp of Firm): _____

Name & Designation of Authorized Signatory: _____

Date _____ Place _____

(To be uploaded online and submitted in cover 1)

TECHNICAL BID

1	Name of the Firm / LLP	
2	Complete Postal Address:	
3	Pin code / Zip code	
4	Contact Information Office Phone Number: Mobile Number: E Mail: Name & Designation of Contact Persons	
5	Year of Establishment: (enclose the copy of the Registration Certificate	
6	Nature of Business	
7	<u>Registration Details</u> <i>(attach proof)</i> Firm/LLP Registration Number & Date: PAN & TAN: GST Registration No.: Others, if any:	
8	Details of Partners with professional qualifications: The Partner who will associate/deal with AAI should be specified. The Partner having 10 years of post qualification experience and more should only be named.	
9	Details of Employees with professional qualifications The employee who will associate/deal with AAI should be specified Employees having 5 years of post qualification experience and more should only be named	

10	Details of experience 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 Partnership Firm/LLP (Year wise)	S. No.	F.Y. 2020-21	F.Y. 2021-22	F.Y. 2022-23		
12	Debarred/black listed by CBI/CVC/any other Government agencies	Yes/ No					
13	Details of EMD: -	Demand Draft no. / RTGS /NEFT UTR No.	Date	Name and address of Bank	Amount (INR)		
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

Format-V Financial Bid (To be uploaded online and submitted in cover 2)
As per GeM Portal

SOP for conducting JVMU Airport Audit.

1. The senior partner of CA/CMA Firms appointed for conducting Audit of PPP Airport of AAI, along with his team members will approach respective JVMUs and discuss the Scope of work and the Audit Plan of the firm. In depth Audit in all aspect at least one month in each quarter should be carried out and should be covered in each quarter report.
2. The JVMUs after discussing with the Auditor, will intimate and coordinate with all the Officials to keep the records as requisitioned by the Auditors and ready for their inspection/verification/Auditing as per the schedule submitted by the firm.
3. The JVMUs will immediately deploy a Nodal Officer from the Section /Department to co-ordinate with all other Officers/Officials to facilitate the Auditor to carry out the assigned work of Audit by them smoothly.
4. A system should be evolved to record the number of visits made by the Sr. Auditor and his team to the Section for carrying out Audit inspection/ Job.
5. As required in the reporting system, designed for Audits, the compliance status of previous Audit Reports and Government Audit Reports / Para needs to be made available to the Auditors.
6. All the related documents, files, approvals, reports, work orders, agreements, correspondence with the statutory bodies/Authorities, vouchers / invoices / bills etc. should be made available to Auditors. JVMUs may ensure for full cooperation and timely submission of requisite documents to the Auditors during the course of Audit.
7. Regarding viewing the SAP (ERP) System by the Auditor, it has been decided that the Coordinator /Nodal Officer from the concerned Section will open the SAP system by using his ID to enable the Auditor to verify the details.
8. Reports as per requirement can also be downloaded by the concerned officer from SAP system for handing over to the Auditor for their verification.
9. During the course of Audit, the JVMUs should also interact with Auditors time to time and review the progress of Audit Program and arranged to provide document as per Scope of work to meeting the requirement of records of the section.

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 “AAI” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and,

_____ (hereinafter called the “AUDITOR” which expression shall include their respective successors and permitted assigns).

WHEREAS

- a. AAI issued a tender vide NIT No. **AAI/GUWAHATI/JVMU APT/2022-23** dated for Appointment of Chartered Accountants/ Cost and Management Accountants Firm for conducting Audit of PPP Airports and submission of Audit report accordingly after in-corporating in depth Audit .
- b. The Auditor submitted its proposals for the aforesaid work, whereby the Auditor represented to AAI that it had the 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(Finance) IA 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 Auditor shall commence the Services within a period of 10 (Ten) 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 15 days as given as per clause Volume I Section III of Special terms and conditions of 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 tender due to which AAI fails to meet statutory time limit for finalization and submission of Concurrent Audit Report.
 - iv. The Auditor fails to perform as per the scope of the audit.

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. Auditor shall remain liable for any damages due to its gross negligence within the next 18 months after the issuance of the provisional acceptance certificate of the contract. The amount of liability will be to 100% of the contract value.

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 of Ind AS), 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 Concurrent Auditor 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.

Signed and Delivered for and on behalf of
M/s _____

(Authorized Signatory)

Date : _____ Place: _____ IN PRESENCE OF TWO WITNESSES

1. _____

2. _____