



**Amaravati Development Corporation Limited**  
(CIN-U93000AP2015SGC105535)

NIT no. 03/CE/ADC/Engg/2023-24 Dt.07.12.2023

**APPOINTMENT OF INTERNAL AUDITOR  
FOR THE FINANCIAL YEAR 2022-23 & 2023-24  
IN AMARAVATI DEVELOPMENT  
CORPORATION LIMITED (ADCL),  
VIJAYAWADA, ANDHRA PRADESH(3<sup>rd</sup> call)**

**Chief Accounts Officer/Chief Financial Officer  
o/o Chairman and Managing Director  
Amaravati Development Corporation Limited  
Plot no.15, Road No.4, Sector 4,  
Lotus Landmark, Vijayawada-52003**

Tenderer

Chief Accounts officer,  
ADCL , Vijayawada

# CONTENTS

<b>S.no</b>	<b>Particulars</b>
1.	SCHEDULE OF BIDDING PROCESS
2.	SCOPE OF WORK
3.	INSTRUCTIONS TO BIDDERS
4.	ELIGIBILITY CRITERIA
5.	FORMS FOR BIDDING
6.	CONDITIONS OF CONTRACT
7.	SPECIAL CONDITIONS OF CONTRACT

## 1. SCHEDULE OF BIDDING PROCESS

Tenders are invited by the Chairman and Managing Director of Amaravati Development Corporation Limited, from Individuals / firms of Chartered Accountants / Cost Accountants for selection of CMA/CA Individuals/FIRMS for Internal audit as per the provisions of Section 138 of Companies Act 2013 and rules framed there under, on Quality cum Least cost System. Individuals/Firms who fulfil the eligibility criteria/ requirements as detailed in this NIT may submit their proposals in the prescribed format Audit for an Estimated Contract Value (ECV) of Rs.5,00,000/- (Rs.2,50,000/- per annum) (Exclusive of all taxes).

Short Tender Notice no. 3/CE/ADC/Engg/2023-24 Dt. 07.12.2023

The Important dates are as follows:

<b>Bid notification</b>	<b>:</b>	<b>07.12.2023</b>	
<b>Bid document downloading start date</b>	<b>:</b>	<b>12.12.2023</b>	
<b>Bid document downloading end date</b>	<b>:</b>	<b>19.12.2023 @ 3.00 PM</b>	
<b>Due date for submission of Bid</b>	<b>:</b>	<b>19.12.2023 @ 3.30 PM</b>	
<b>Opening of Technical bid of Bid</b>	<b>:</b>	<b>19.12.2023 @ 4.00 PM</b>	
<b>Opening of Financial bid of Bid</b>	<b>:</b>	<b>20.12.2023 @ 11.00 AM</b>	

The Tender document with complete details such as scope of work including experience required and terms and conditions can be downloaded from the website [www.apecurement.gov.in](http://www.apecurement.gov.in)

## 2. SCOPE OF WORK:

### APPOINTMENT OF INTERNAL AUDITOR FOR THE FINANCIAL YEAR 2022-23 & 2023-24 IN AMARAVATI DEVELOPMENT CORPORATION LIMITED (ADCL), VIJAYAWADA, ANDHRA PRADESH(3<sup>rd</sup> call).

Amaravati Development Corporation Limited (the Company), is a wholly owned Government company incorporated under the provisions of the Companies Act 2013. The registered office of the Company is located at Plot No.15, Road No.4, Sector 4, Lotus Landmark, Kedareshwarpet, Vijayawada 520003, Andhra Pradesh. The Company is primarily engaged in the business of planning, design, develop, establish, construct operate, maintain, manage and promote the Capital city etc., and to take up other infra related works as the case may be.

Tenders are invited from Individuals / firms of Chartered Accountants / Cost Accountants for appointment as Internal Auditors for the Financial Year 2022-23 & 2023-24 as per the provisions of Section 138 of Companies Act 2013 read with the rules framed thereunder.

The ADCL, is a Company having its office at Vijayawada, Andhra Pradesh. The ADCL internal auditor will be required to conduct the internal audit at its registered office located in Vijayawada.

#### **Objective of Internal Audit:**

1. Review of operations to assure whether the operations are conducted economically and efficiently.
2. To assure whether the systems, procedures, adopted by the company are adequate and effective to achieve company's objectives and goals.
3. To assure the compliances of legal, regulatory, accounting standards, policies and prescribed procedures.
4. To add value to improve the company's operations
5. To evaluate and improve the effectiveness of risk management control and governance processes.

## **Scope of Internal Audit:**

The scope of work of internal audit includes following:

- Cash book/Cash Vouching
- Bank book/Bank Vouching
- Purchase book/ Purchase vouching
- Journal book/ vouching
- Bank Reconciliation
- FDR and Interest thereon
- Opening Balances Checking and inter unit reconciliation
- Scrutiny of ledgers
- Review of Bank Guarantee (contractors) management and systems
- Payment to contractors
- Other Expenditure
- Bidding system
- Budgetary control
- Payroll Accounting
- Statutory/Legal Compliance
- Data System Security
- Review of system
- Advisory services including, providing opinions on statutory matters related to audit, accounts, accounting and financial matters including taxation upon management/ Board of Directors instructions.
- Audit (whether the observation of Govt. audit/Statutory audit as contained in previous reports, got settled or necessary steps taken for expeditious settlement of audit paras)
- Reorganization Income
- Project implementation ( Efficiency and economy in project implementation)
- The audit reports to be submitted along with corrective/suggestive measures, if any are to be submitted immediately on completion of audit as per format of internal audit report. If the auditor observes any case of non-production of records or non-cooperation to the auditors, the auditor will take up the matter with the higher authority and get their audit procedure completed instead of merely reporting such cases in their report.
- Check & follow guidelines on Internal Audit Procedures issued by Authorities.
- The Audit Report shall also incorporate the management response of each observation.

### 3. INSTRUCTIONS TO BIDDERS

#### 1. PROCEDURE FOR PARTICIPATING IN ON LINE BIDDING

##### i. Online Bidding Process :

- a. The bidding process is online at the electronic procurement market place of Government of A.P., that is, [www.apecurement.gov.in](http://www.apecurement.gov.in). The tender documents can only be obtained online. Tender will be submitted online on the electronic procurement market place of Government of A.P., that is, [www.apecurement.gov.in](http://www.apecurement.gov.in)
- b. The Firm needs to register on the electronic procurement market place of Government of A.P., that is, [www.apecurement.gov.in](http://www.apecurement.gov.in). On registration on the “e” procurement market place they will be provided with a user ID and password by the system using which they can submit their tender on line.
- c. For registration and online tender submission bidders may contact HELP DESK of M/S Vupadhi Techno Services Pvt. Ltd. [www.apecurement.gov.in](http://www.apecurement.gov.in) or <https://www.apecurement.gov.in>
- d. While registering on the ap e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements on to their profile.
- e. The ap e-procurement market place provides an online self-service registration facility to such of the contractors who are already registered with respective participating department for supply of specified goods and services.
- f. The bidders may contact the Chief Accounts Officer/Chief Financial Officer, ADCL for any information on the tender and ‘e’-procurement.

##### ii. Digital Certificate Authentication:

The bidder shall authenticate the Bid with his Digital Certificate for submitting the Bid electronically on ap- eprocurement platform and the bids not authenticated by digital certi2ficate of the bidder will not be accepted on ape-procurement platform. The authorised signatory of the intending bidder, as per the Power of Attorney (PoA) must have a valid digital signature. The bidder shall upload their tender using digital signatures of the authorised signatory as per the PoA only. The tenders uploaded without being authenticated by the digital signature of authorised signatory will not be accepted on the ape-procurement platform. All the bidder need to obtain Digital Signature Certificate from APTS. For obtaining Digital Signature Certificate, please contact: Andhra Pradesh Technology Services Limited, Vijayawada.

## **2. Fees & Funds to be submitted by the bidder:**

**i) EMD :** Bidders are also required to furnish EMD Rs.2500.00 as indicated above along with their tender. Failure to provide EMD in the form and manner as stated in the tender documents will lead to rejection of tender without any further evaluation.

It is mandatory for all participant bidders to electronically pay EMD Online by utilizing the Payment Gateway Service on E-Procurement platform. The Electronic Payment Gateway accepts all Master and Visa Credit Cards issued by any bank and Direct Debit facility/Net Banking/NEFT payment modes through ICICI Bank and/or Axis Bank Payment Gateways to facilitate the transaction. This is in compliance as per G.O.Ms. 08 dated 08.05.2016. A service tax of 15.00% + Bank charges on the transaction amount payable to APTS shall be applicable. In addition to this, Bidders can also pay the EMD through Download of PDF format of RTGS Challan for respective Payment gateway and pay the EMD through their Parent Bank account. Once the EMD is received by the E-Procurement application, Bidders can automatically continue with their Bid Submission online.

The bidder shall be required to upload the scan copy of transaction slip in token of proof of payment towards EMD along with the tender.

### **ii) Corpus Fund:**

The successful bidder should pay an amount 0.04% of ECV (estimated contract value) with a cap of Rs.10,000 (Rupees Ten thousand only) for all works with ECV up to Rs.50 Crores, on an e-Procurement platform before entering into agreement / issue of purchase orders, towards e-Procurement fund in favour of Managing Director, APTS. There shall not be any charge towards an e-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10 lakhs.

### **iii) Transaction Fee:**

Bidders are required to pay Transaction fee of 0.03 % on the Total Cost + GST as applicable to be paid online.

Unless obtained directly from the e-procurement website <http://www.apecurement.gov.in>, the ADCL is not responsible for the completeness of the tender Documents, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the tender documents in accordance with ITB 7. In case of any contradiction, documents obtained directly from the an e-procurement platform shall prevail.

#### iv) Bid Security:

- The successful Bidder required to furnish Bid Security @ 2.5% of the bid amount at the time of concluding the agreement Failure to provide Bid Security in the form and manner as stated in the tender documents will lead to summary rejection of work order duly forfeiting the EMD besides taking action for black listing the firm.
- The Bid Security to be paid in the form of DD from a Nationalised or Scheduled Indian bank approved by the Reserve Bank of India IN FAVOUR OF Chairman and Managing Director ADCL, Plot no.15, Road No.4, Sector No.4, Lotus Landmark, Ayodhya Nagar, Vijayawada.
- The successful Bidder should hand over the original DD towards the Bid Security to the concerned officials on or before the date indicated in the LOA before entering into agreement

#### 3. Individuals/Firms Eligible to participate

- The internal auditor may be selected from the chartered accountants/chartered accountant firms/Cost Accountants/ Cost Accountants firms having certificate from the respective Institutes- **Certificate from respective institutes should be attached.**
- The Individual should be FCMA/FCA or firm should have minimum Two partners out of which at least One partner should be FCMA/FCA. **-Profile /Status of partners as per institute records should be attached.**
- The Individual/firm should have minimum experience of 5 Years **-Certificate should be attached.**
- Should have an experience in conducting Statutory/Internal audit in Central / State Autonomous Bodies/ Public Sector undertaking (Excluding Bank audit Experience)- **Provide certificate or copy of offer letter or agreement or work order**
- Must be registered under Goods & Service Tax Act. **Self- Attested GST Registration Certificate to be furnished.**
- There should be no legal suit/criminal case pending or contemplated against the Individual/ firm on the ground of moral turpitude or for violation of any law in force

**Even though the Bidders meet the above Eligibility Requirements, they are subject to be disqualified if they have:**



- a. The Bidder should have not been black listed by any Authority/ Government during last 3 financial years. An undertaking (self-certificate) in this regard that the bidder hasn't been black listed by any Central / State Government institutions must be submitted.

#### **4. Submission of Bids:**

- i) The Bidder shall submit their tender online on e-Procurement portal <http://www.apecurement.gov.in>. The bidders who are desirous of participating in e-procurement shall submit their Technical bids, Price bids, in the Standard Formats prescribed in the tender documents displayed at 'e' market place. The Bidder shall invariably upload the Statement showing the list of documents to be produced in support of their Technical bid.
- ii) Submission of tenders shall be closed on e-procurement website at the date and time of submission indicated in tender after which no tender shall be accepted. It shall be the responsibility of the Bidder to ensure that his tender is submitted online on e-procurement website before the deadline of submission.
- iii) The Bidder shall be required to furnish a declaration in online (In the format provided) stating that the softcopies uploaded by them are genuine. Any incorrectness/ deviation noticed will be viewed seriously and apart from cancelling the work duly forfeiting the Bid security, action will be initiated including suspension of business.

#### **5. Bid opening:**

- i) The Technical Bids of all the Bidders who have submitted a valid EMD shall be opened on date & time as mentioned in Notice Inviting Tender.
- ii) The Financial Bids which tenderers have uploaded online will be opened on the date as indicated in Notice Inviting Tender. Qualified Financial Bids of those Bidder whose submissions are found substantially responsive, technically compliant and meeting the qualification requirements as per provisions of tender documents will be opened.
- iii) The ADCL shall compare the evaluated prices of all substantially responsive bids to determine the lowest evaluated bid.

**6. Submission of Original Hard copies of uploaded Documents and further process:**

- i) ADCL shall carry out the technical bid evaluation solely based on the Uploaded Certificates/documents, payment towards EMD in the ap e-procurement System and open the Price bids of the responsive bidders.
- ii) ADCL will notify the successful bidder for submission of original hard copies of all Uploaded documents, payment details towards Bid Security prior to entering into Agreement.
- iii) The successful bidder shall invariably furnish the EMD towards Bid Security in the form of DD, certificates/ documents of the uploaded scanned copies to the agreement authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. ADCL will not take any responsibility for any delay in receipt/ non-receipt of original BID SECURITY, certificates / documents from the successful bidder before the stipulated time.
- iv) On receipt of documents, ADCL shall ensure the genuinity of the BID SECURITY and all other certificates/ documents uploaded by the bidder in ape- procurement system in support of the qualification criteria before concluding the agreement.
- v) If any successful bidder fails to submit the original hard copies of uploaded certificates/ documents, Bid security within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on ape- procurement platform for a period of 12 months.
- vi) ADCL reserve the right to verify the credential submitted by the Bidder at any stage (before or after the award the work). If at any stage, any information/ documents submitted by the Bidder is found to be incorrect/ false or fake or have some discrepancy which disqualifies the firm then ADCL shall take the following action:
  - Disqualify the Bidder from the bidding process and forfeit the entire amount of BID SECURITY submitted by the Bidder.
  - The agency shall be blacklisted apart from any other appropriate contractual/legal action.
- vii)The Government as further decided that notwithstanding any existing provisions of the A.P. Public works Department Code as well as other orders and executive instructions in force if any Bidder fails to submit the

hard copies of EMD, scanned copy of Transaction Fee, hard copies of uploaded documents for entering into agreement within the stipulated time the Bidder will be suspended and disqualified from participating in the tenders on 'ap e-procurement platform' for a period of 12 months from the date of bid submission. The suspension of Bidder shall be automatically enforced by the e-procurement system (As per G.O.Ms. No.6 I&CAD (PW-Reforms) Dept., dt.11.1.2005 and G.O.Ms.No.245I&CAD (PW-Reforms) dept., dt. 30.12.2005).

#### **7. Evaluation and Selection:**

- a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial Evaluation.
- b) The Financial Proposals shall be opened of those Individuals/Firms who will qualify in the technical evaluation.
- c) Selection will be based on LEAST COST BASIS.
- d) For financial evaluation, consolidated Audit fee excluding Tax shall be taken into consideration.

**The bidder should quote consolidated Audit fee, (including Out of Pocket Expenses, if any), excluding GST for the Financial Years 2022-23 & 2023-24 Internal Audit, as a single lot in the portal.**

#### **8. Award of Contract**

- a) Contract shall be awarded to the firm whose evaluated bid price will be the lowest in financial bid.
- b) In case two or more technically qualified, individuals/firms quote the same lowest price, the individuals/firm with the highest average annual turnover in last three years shall be awarded the contract.
- c) Any effort by an individuals/firms to influence ADCL in its decision on bid evaluation or placement of Work Order may result in rejection of the individuals/firm's offer.
- d) Any legal dispute arising out of this is subject to Andhra Pradesh jurisdiction only.

## **9. Timeline:**

The auditor should complete and submit audit report as per the requirement.

## **10. Payment & Price Validity :**

- No price variation would be allowed during the contract period.
- Any changes in GST rates or imposition of new tax on this service during the contract period will be borne by the Institute.
- TDS under Income tax will be deducted at applicable rates.
- The department reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of the department will be the final in this regard.
- The Service Provider will raise the bill along with Audit Report.
- Boarding & Lodging will not be provided by the department during the Audit period.
- The fees quoted shall be inclusive of Travelling Allowance.

## **11. Period of Engagement**

- a) The engagement shall be for a period of two years i.e. F.Y. 2022-23 & F.Y. 2023-24
- b) The agency shall start providing services (actual engagement of personnel) within 10 days of issue of Letter of Award/ Intimation.

## **12. Further information regarding submission of bids:**

- a) The bidders who are desirous of participating in 'e'procurement shall submit their Technical bids, Price bids, in the Standard Formats prescribed in the tender documents displayed at 'e' market place. The Bidder shall invariably upload the Statement showing the list of documents to be produced in support of their Technical bid.
- b) The Bidder shall sign on the statements, documents, certificates uploaded by him accepting responsibility for their correctness / authenticity.
- c) Submission of bids shall be closed on e-procurement website at the date and time of submission indicated in NIT after which no bid shall be

accepted. It shall be the responsibility of the Bidder to ensure that his tender is submitted online on e- procurement website before the deadline of submission. ADCL will not be responsible for non-receipt of tender documents due to any delay and / or loss.

- d) The price bids of such bidders, who are determined to have complied with the Qualification criteria and Eligibility Requirements, and approved by the competent authority will only be opened.
- e) If the office happens to be closed on the dates specified above in the NIT, the respective activity will be performed at the designated time on the next working day without any notification.
- f) ADCL reserves the right to accept or reject any or all tenders without assigning any reasons. No Bidder shall have any cause of action or claim against ADCL for rejection of his proposal. ADCL also reserves the right to call off tender process at any stage without assigning any reason.
- g) The Chairman and Managing Director, ADCL is the "Employer". The "Chief Financial Officer/Chief Accounts officer" is Authorised authority to conclude the agreement. Any other details can be reached/received from the Chief Financial Officer/Chief Accounts officer, ADCL Vijayawada / Superintending Engineer, ADCL -Contact no. 7095599824 ,Email id : [cao-finance@adcl.in](mailto:cao-finance@adcl.in) , [ccdmc.amaravati@gmail.com](mailto:ccdmc.amaravati@gmail.com)
- h) All the bidders are requested to follow up the e-procurement website for additional information, like addenda, and corrigenda on [www.apecurement.gov.in](http://www.apecurement.gov.in) and no paper publication will be issued.
- i) The Bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if in doubt from the Tender Inviting Authority. Any offline bid submission clause in the Tender document shall not be considered except Bid Processing D.D. The Bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Tender Inviting Authority on time-to- time basis in the E-Procurement platform. The Department calling for Tenders shall not be responsible for any claims/problems arising out of this.
- j) The Bidder should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process and steps. GOAP is not responsible for incomplete bid submission. Bidders may also note that the incomplete bids will not be saved by the system and are not available to ADCL for processing.

- k) If the successful Bidder fails to sign the Contract Agreement, the contract Registration will be suspended for a period of One year duly forfeiting the Bid Security as per G.O.Ms.No.259, T.R&B (Roads-V) Dept., dt.6.9.2008.

**13. Individuals/Firms Ineligible to bid:**

- i. A retired officer of the Govt. of AP or Govt of India executing the works is disqualified from Bidding for a period of two years from the date of retirement without the permission of the Government.
- ii. The Bidder who has employed any retired officer as mentioned above shall be considered as an ineligible Bidder.
- iii. The bidder or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the bidder's service.
- iv. The Auditors appointed or any person employed by him shall not have any direct or indirect interest, whether pecuniary or otherwise, in any matter concerning or related to the administration or functions of the ADCL.
- v. Bidder shall not be eligible to bid for works in the division/circle where any of his relatives are employed in the rank of Divisional Accounts officer and above on the administrative side. The bidder shall intimate the names of the persons who are working with him in any capacity or subsequently employed.

**Note:** Near relatives include sons, step sons, daughters, step daughters, son-in-law, daughter-in-law, brother-in-law, sister-in-law, brothers, sisters, father, mother, wife, husband, father-in-law, mother-in-law, nephew, niece, uncle, aunt, cousins and any person residing with or dependent on the bidder.

# Form 1

## FORMS FOR BIDDING

Bidder Acceptance  
(On Bidder's letter head)

Date: .....

Name of Contract: .....

To:

Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer to [specify scope of the contract] under the above named Contract in full conformity with the said bidding documents for the sum specified in financial bid form inclusive of all taxes and overheads for performing the Contract.

We undertake, if our bid is accepted, to commence performance and to achieve completion within the respective times stated in the bidding documents.

If our bid is accepted, we undertake to provide a performance security in the required form and within the times specified in the bidding documents.

We agree to abide by this bid for a period of [ specify number ] days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, which consists of the letter and Attachments 1 through [ ] hereto, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

The bidder undertakes that there shall not be any Conflict of Interest against ADCL as given in the definitions of the contract of this bid document.

We understand that you are not bound to accept the lowest, or any bid you may receive.

Dated this..... Day of ..... 2023

..... (Signature)

In the capacity of ..... (Position)

Duly authorized to sign this bid for and on behalf of..... (Name of bidder)

Tenderer

Page 15 of 36

**Chief Accounts Officer,  
ADCL Vijayawada**

**Form 2**  
**Power of Attorney for signing of Bid**

Know all men by these presents, We,.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (Name), son/ daughter/ wife of.....and presently residing at .....,who is presently employed with us and holding the position of....., as our true and lawful attorney (herein after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for Name of Bid [insert: Name of Bid from Bid data sheet] proposed by \_(the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Scheme and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers here by conferred shall and shall always be deemed to have been done by us.

In witness whereof we,.....,the above named principal have executed this power of attorney on this day of ....., 2023.

For..... (Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted Notarized

Signature, name, designation and address of the Attorney)

**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.



The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 20 (Twenty) and duly notarised by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**Form 3**  
**PROFILE OF THE INDIVIDUAL/FIRM:**

(To be provided on the Letter Head of the Firm and upload in the technical stage)

Sl	Particulars	Details
1.	Name and Address of the Individual/ Firm	
2.	Date of Registration with Institute (Self-Attested copy of Registration Certificate issued by respective institute to be furnished.)	Date of Incorporation/ Registration:  Date of Opening of Main Office or Branch Office:
3.	No. of FCMA/FCA Partners as on March 31st, 2023 (Self- Attested copy of latest Constitution Certificate from respective institute to be furnished.)	
4.	Name, Designation, Contact No. and Address of the Contact Person/ Local Representative	
5.	Must be having a minimum Five years of experience in conducting Statutory/ Internal Audit as on 31st March 2023. (Self-Attested copies of Appointment Letters/Agreements/Work Orders issued by such Central or State Autonomous Bodies or Public Sector Undertaking) <b>Upload Form-4</b>	Separate Sheet may be attached ,if needed comprising of following details: 1. Name of Client 2. Date of Contract 3.Duration of Engagement 4. Contract Value 5. Contract Status (Completed/Ongoing)
6.	No. of Staff of the Firm (Self-Attested copy of Documentary evidence in this respect to be furnished.) <b>Upload Form-4b</b>	
7.	Date of Registration under Goods & Service Tax Act. (Self-Attested Goods and Service Tax Registration Certificate to be attached.)	
8.	Average Annual Income/ Turnover of the Firm for last 3 Financial Years i.e. from 2020-21 to 2022-23 not less than 10 Lac per annum. (Self- Attested copies of Profit & Loss Accounts and Balance Sheets to be attached.	F.Y. Income (Rs. In Lakh)
9.	The firm/ partner has not been debarred/blacklisted by any Bank / State Govt. / Central Govt./ State PSU/ CPSU/SEB/ Public Utility as on date. <b>Upload Form-5</b>	

<b>10.</b>	There should be no legal suit/criminal case pending or contemplated against individual/firm on the ground of moral turpitude or for violation of any law in force. <b>Upload Form-5</b>	
<b>11.</b>	Any other details the firm would like to furnish (Example: Awards & Accreditations)	

Note: (i) Information may be furnished in separate sheet (s) wherever necessary.  
(ii) In case of documents, they should be self-attested photocopies.

We hereby agree with all the terms and conditions of the NIT and we hereby undertake to abide by same.

Date:  
Place:

Authorized Signatory  
(Signature and seal of the authorized signatory)

## Form 4

### Experience Record

All individuals/firms must complete the information in this form with regard to the contracts generally. The information supplied should be the annual turnover of the Bidder, in terms of the amounts billed to clients for each year for work in progress or completed, at the end of the period reported. The annual periods should be calendar years, with partial accounting for the year up to the date of submission of applications. This form may be included for Sub Contractor only explicitly permits experience and resources of (certain) Sub Contractor to contribute to the Bidder's qualifications.

S.No	Name of Contract/Appointment	Client	Period	Fee of the Contract/Appointment	Completed Yes/No

Note: Enclose copy of Appointments

**Form 4b  
Personnel Capabilities**

**Name of the Bidder**

For specific positions essential to contract management and implementation (and/or those specified in the Bidding Documents, if any), Bidders should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form 4b for each candidate

1.	Title of position
	Name of prime candidate
2.	Title of position
	Name of prime candidate
3.	Title of position
	Name of prime candidate
4.	Title of position
	Name of prime candidate

### Candidates Summary

Position		Candidate Prime Alternative
Candidate Information	Name of candidate	Date of Birth
Present Employment	Professional Qualifications	
	Name of Employer	
	Address of Employer	
	Telephone	Contact (Manager/personal officer)
	Fax	Telex
	Job title of candidate	Years with present Employer

Indicate particular technical and managerial experience to the project.

From	To	Company/project/position/relevant technical and management

**Form 5**  
**DECLARATION BY THE BIDDER**

1. The firm/ partner has not been debarred/blacklisted by any Bank / State Govt. /Central Govt./State PSU/ CPSU/SEB/ Public Utility as on date.
2. There should be no legal suit/criminal case pending or contemplated against Individual/firm on the ground of moral turpitude or for violation of any law in force.
3. I/We have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
4. I/We declare that all the Certificates/Documents uploaded by Me/Us are Genuine.
5. I/We agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

**Signature of the Bidder**

**Form 6**

**FINANCIAL PROPOSAL  
(To be uploaded only in Commercial template)**

Name and Address of the Bidder:

Price Details:

Sl.no	Particulars	Consolidated Audit fee (Excluding GST)
01	Audit Fees for the scope of work as per NIT	

**Minimum Audit fee for engaging auditor is Rs.5.00 Lakhs (Rs.2.50 Lakhs per annum) (Exclusive of all taxes)**

The Consolidated Audit fee should be quoted inclusive of Travelling Allowance, Out of pocket expenses.

Total Price Excluding GST is: Rs.5,00,000/- (Rupees Five Lakhs Only) (Rs.2,50,000/- per annum). GST will be paid at the applicable rate.

Note: If there is a discrepancy between words and figures, the lowest amount shall prevail.

We hereby agree with all the terms and conditions of the NIT and we hereby undertake to abide by same.

Date:

Authorized Signatory

Place:

(Signature and seal of the authorized signatory)



## V CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c. "Contract Price" means the price to be paid for the performance of the Services
- d. "CC" means these Conditions of Contract;
- e. "Party" means the ADCL or the Auditor, as the case may be, and Parties means both of them;
- f. "Personnel" means persons hired by the Auditor as employees and assigned to the performance of the Services or any part thereof;
- g. "Services" means the work to be performed by the Auditors pursuant to this Contract.

#### 1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### 1.3 Language

This Contract has been executed in the English Language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by

registered mail, or facsimile or by courier with delivery acknowledgment to such Party at the address of ADCL at VIJAYAWADA.

### **1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the ADCL may be taken or executed by the officials specified below;

For the ADCL: **Chief Accounts Officer/ Chief Financial Officer ADCL.**

For the Auditors: -----

### **1.6 Taxes and Duties**

The Internal Auditors and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the ADCL shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties.

### **2.2 Commencement of Services**

The Internal Auditors shall begin carrying out the Services fifteen (10) days after the date the Contract becomes effective.

### **2.3 Expiration of Contract**

Unless terminated the period of contract shall be one year or after all the obligations under this contract have been fulfilled by the Auditor or such other period as the parties may agree in writing.

### **2.5 Modification**

Modification of the terms and conditions of this Contract, including any modifications of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In case of additional work beyond the scope of services specified the payment for such additional services shall be derived from the cost of deployment of manpower as quoted by the Auditor in their financial proposal.

## **2.6 Force Majeure**

### **2.6.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.6.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.6.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

## **2.7 Termination**

### **2.7.1 By the ADCL**

The ADCL may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Auditors

- (a) if the Auditors do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the ADCL may have subsequently approved in writing;
- (b) if the Auditors become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Auditors are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Auditors, in the judgment of the ADCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practices" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the ADCL, and includes collusive practice among Auditor (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the ADCL of the benefits of free and open competition.

(e) if the Auditors violates Condition of Contract and ADCL decides to terminate the contract.

(f) if the ADCL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.7.2 By the Auditors.**

The Auditors may terminate this Contract, by not less than thirty (30) days' written notice to the ADCL,

(a) if the ADCL fails to pay any monies due to the Auditors pursuant to this Contract and not subject to dispute hereof within forty-five (45) days after receiving written notice from the Auditors that such payment is overdue;

or

(b) if, as the result of Force Majeure, the Auditors are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.7.3 Payment upon Termination**

Upon termination of this Contract the ADCL shall make payments to the Auditors on account of remuneration for Services satisfactorily performed prior to the effective date of termination;

## **3. OBLIGATIONS OF THE AUDITORS.**

### **3.1 General**

3.1.1 The Auditors shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Auditors shall always act in respect of any matter relating to this Contract or to the Services, as faithful advisers to the ADCL and shall at all times support and safeguard the ADCL's legitimate interests in any dealings with other Auditors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 The Auditors Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Auditors shall constitute the Auditors' sole remuneration in connection with this Contract or the Services, and the Auditors shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Auditors shall use their best efforts to ensure that the Personnel shall not receive any such additional remuneration.

#### **3.2.2 The Auditors and Affiliates Not to Be Otherwise Interested in Project**

The Auditors agree that, during the term of this Contract and after its termination, the Auditors and their affiliates shall be disqualified from providing services (other than the Services and any Continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Auditors nor their Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

### **3.3 Confidentiality**

Auditors and their Personnel shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the ADCL's business or operations without the prior written consent of the ADCL.

### **3.4 Reporting Obligations**

The Auditors shall submit to the ADCL the reports and documents as specified.

### **3.5 Documents Prepared by the Auditors to be the Property of the ADCL**

All reports, manuals and other documents submitted by the Auditors shall become and remain the property of the ADCL, and the Auditors shall, not later than upon termination or expiration of this Contract, deliver all such documents to the ADCL, together with a detailed inventory thereof. The Auditors may retain a copy of such

documents. The Auditors shall not use these document for purposes unrelated to this contract without prior and written approval of the ADCL.

#### **4. AUDITORS PERSONNEL**

##### **4.1 Removal and/or Replacement of Personnel**

(a) Except as the ADCL may otherwise agree, no changes shall be made in the Senior Personnel. If, for any reason beyond the reasonable control of the Auditors, it becomes necessary to replace any of the senior Personnel, the Auditors shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the ADCL finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Auditors shall, at the ADCL's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the ADCL.

(c) The Auditors shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. OBLIGATIONS OF THE ADCL**

##### **Services and Facilities**

The ADCL shall make available to the Auditor the Services and Facilities.

#### **6. PAYMENTS TO THE AUDITORS**

##### **6.1 Contract Price**

The contract price shall be as indicated in Letter of Acceptance and payable in Indian Rupees.

#### **7. SETTLEMENT OF DISPUTES**

##### **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

##### **7.2 Dispute Resolution**

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of

the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party.

**7.3 Arbitration:**

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration.

7.4 Documents forming the part of contract: Bid Documents.

## VI SPECIAL CONDITIONS OF THE CONTRACT.

- 1) ADCL may advise the firm to disengage any of its staff from service, with 24 hours prior intimation, in case the Competent Authority of ADCL found any negligence on the part of that particular staff.
- 2) The firm shall be totally responsible for the conduct of the personnel engaged for the service and the Institute shall not be responsible for their conduct at any point of time.
- 3) In case of any damage/ pilferage caused to the property of ADCL due to mishandling, carelessness of the firm's personnel, the same shall be recovered from the firm adjusting the amount against their quarterly bill.
- 4) The persons deployed shall, during the course of their work, will have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the firm liable for penal action under the applicable laws besides action for breach of contract.
- 5) ADCL shall provide suitable place for sitting for the deployed persons.
- 6) The firm shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to ADCL with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The firm shall have the responsibility to furnish documentary evidence in support of the statutory compliance to ADCL as and when sought for.
- 7) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and ADCL shall provide TDS certificate to the Agency.
- 8) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Firm, penalty would be imposed by the ADCL proportionate to the extent of default/ non-compliance.
- 9) ADCL shall not be responsible for any financial loss or any injury to any person deployed by the Firm in the course of their performing the functions/duties, or for payment towards any compensation.
- 10) The Firm shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Firm.
- 11) The firm should have its office in Vijayawada and Guntur or the successful bidder should establish its office in Vijayawada within 10 kms from ADCL office along with specified personnel before concluding agreement



## 12) Penalty Clauses

- i. In case the Firm fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the tender and reserves the right to impose the penalty as detailed below:
  - a. 2% of cost of order/ agreement per week, up to 2 weeks delay.
  - b. After 2 weeks delay, ADCL reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other firm (s) from open market at the competitive rates. The defaulting firm will be blacklisted for a period of 3 years.
- ii. For any breach of contract, ADCL shall impose a penalty to the extent of Rs. 10,000/- only on the first occasion upon the firm in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of ADCL.
- iii. If the lapse is repeated, the extent of penalty will be doubled on each such occasion.

The empanelment of the auditor will stand cancelled, without any prejudice to all available legal/other remedy/recourse in the event of any of the followings:-

- a. If the empanelment has been obtained on the basis of false information/ mis statement.
- b. If the Auditor does not take up the audit in terms of the appointment/allotment letter.
- c. If the auditor fails to maintain/ honour confidentiality & secrecy in all respect.
- d. If the auditor fails to comply with any of the eligibility criteria/ other terms & conditions.
- e. If the auditor fails to provide the audit reports and mandated inputs of requisite quality within prescribed time limit.

**LETTER OF ACCEPTANCE**

[Date]

To: [Name of successful bidder]  
[Address of successful bidder]

This is to notify you that your bid dated [enter date] for the execution of the [name of the contract as given in the bidding data] for the contract price of the equivalent of [amount in numbers and words, and name of currency/currencies], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our agency. You are hereby required:

- (a) to submit the performance security / Performance Bank Guarantee [ specify as provided in the bidding documents];
- (b) to sign the attached contract agreement and return [ specify as provided in the bidding documents ]; and
- (c) to commence execution of the said contract in accordance with ' The Contract' documents.

Authorized signature.....

Name and title of signatory.....

Name of agency.....

## FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of , 2023, between, on the one hand, Amaravati Development Corporation Limited, (hereinafter called the ("ADCL") and, on the other hand, \_\_\_\_\_ hereinafter called the (" Internal Auditors ").

### WHEREAS

The ADCL has requested the Internal Auditors to provide certain services as defined in the Conditions of Contract attached to this Contract (hereinafter called the "services".)

The Internal Auditors, having represented to the ADCL that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The Conditions of Contract (hereinafter called "CC");
- b) The following:

Terms of Reference, Form1, Form2, Form 3, Form 4, Form 4b, Form 5 and Form 6 containing inter-alia, the description of the services, reporting requirement and qualification, requirements of the personnel. Technical Proposal; and Financial proposal.

2. The mutual rights and obligations of the ADCL and the Internal Auditor shall be as set forth in the Contract, in particular:

- a) The Internal Auditor shall carry out the Services in accordance with the provisions of the Contract; and
- b) The ADCL shall make payments to the Internal Auditors in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

WITNESS FOR AND ON BEHALF OF ADCL  
(Authorized Representative)

WITNESS FOR AND ON BEHALF OF  
[NAME OF AUDITORS]  
(Authorized Representative)