



**AI AIRPORT SERVICES LIMITED**

**(Formerly known as Air India Air Transport Services Limited)**

Regd. Office: 2nd Floor, GSD Building, Air India Complex, Terminal-2,

IGI Airport, New Delhi – 110037

CIN : U63090DL2003PLC120790

**Tender for Appointment of Cost Auditor of AI Airport Services Limited  
(Formerly Known as Air India Air Transport Services Limited)  
For Financial Year 2021-22.**

**DISCLAIMER**

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

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

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

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

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

**Important Information**

<b>AI APS TENDER FOR APPOINTMENT OF COST AUDITORS</b>		
1	TENDER Ref.	COST AUDIT – AI APS /21-22/01 Dated 20 <sup>th</sup> April, 2021
3	Last date and time for bid submission	6 <sup>th</sup> May 2021 at 1130 hrs
5	Place of submission of Bids	Chief Financial Officer AI Airport Services Limited 2nd Floor, GSD Building , Air India Complex, Terminal-2, IGI Airport, New Delhi-110037
6	Date and Time of Technical Bid Opening	06 <sup>th</sup> May 2021 at 1200 hrs.
7	Earnest Money Deposit (EMD)	Nil
8	Address for Communication	Chief Financial Officer AI Airport Services Limited 2nd Floor, GSD Building , Air India Complex, Terminal-2, IGI Airport, New Delhi-110037 Email: cfo@aiaps.in

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

## **1. Background Information**

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

AI Airport Services Limited (AI APS) was incorporated in June, 2003 and was operationalised in February 2013 and now it is a leading ground handling service provider in India and offers ground handling services at about 82 Airports in India.

The Secretarial Department of AI Airport Services Limited (AI APS) is located at its registered address and records regarding compliances of AI Airport Services Limited (AI APS) are also maintained at its registered office. The Annual Turnover of the company is about Rs.662 Crore. For details related to operative network and financial results prospective bidder may refer to the website [www.aiatsl.in](http://www.aiatsl.in).

## **2. OBJECTIVE OF TENDER**

This TENDER is floated for the purpose of appointment of Cost Auditor for F.Y 2021-22 of AI APS in compliance to the applicable provisions of Companies Act and Standards of Cost Audit.

Cost Records are being maintained by the Company as per the extant rules and the company intends to appoint a firm of Cost Accountants for conducting Cost Audit for the financial Year 2021-22.

AI APS invites proposal for the Appointment of Cost Auditor for the financial year 2021-2022.

The selected bidder will take up the Cost Audit assignment under this TENDER for AI APS through office located at Delhi.

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

3.1. A bidder must submit its bid for carrying out the Cost Audit mainly from its Head Quarters in Delhi

3.2. Bidders are required to submit their bids in HARD COPIES in two separate sealed envelopes consisting Technical Bid and Financial Bid duly super-scribing “TENDER Ref. COST AUDIT – AI APS /21-22/01 Dated 20th April 2021 (Technical Bid)” and “TENDER COST AUDIT – AI APS /21-22/01 Dated 20th April 2021 (Financial Bid)” respectively.

These two separate sealed envelopes containing the Technical Bid and Financial Bid, shall further be sealed in another master envelope, duly super-scribed with the “TENDER reference COST AUDIT – AI APS /21-22/01 Dated 20th April 2021” and should be submitted in the TENDER box placed at the address given above.

- 3.3. The envelope containing Technical Bid must also contain all the documents provided in evidence as required as per details in TENDER document.
- 3.4. There should be no indication whatsoever, of any pricing information in the Technical Bid.
- 3.5. Bids should be submitted on Firm’s letter head, duly signed and stamped on every page by authorized signatory of Bidder.
- 3.6. AI APS is not responsible for the quotation lost in transit or not received in time including postal delay.
- 3.7. Any queries with regard to this TENDER may be addressed to:

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

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

##### **The scope of work would be:**

To conduct Cost audit of the Company in accordance with the provisions of the Companies (Cost Audit Report) Amendment Rules 2016. Cost audit shall be in adherence to the relevant orders/clarification issued by Cost Audit Branch, Ministry of Corporate Affairs, Govt. of India and the Cost Accounting Standards issued by the Institute of Cost Accountants of India, from time to time.

Cost audit team should consist of adequate number of qualified/semi-qualified assistants (Cost Accountants) led by a senior partner of the Firm so as to be commensurate with cost audit work requirements.

Verification and certification of cost proformas maintained by the Company as per Companies (Cost Records and Audit) Rules,2014.

Verification and certification of annexure to the cost audit report.

Cost audit firm so appointed shall commence cost audit and submit report as per Companies (Cost Records and Audit) Rules, 2014.

The cost audit firm shall ensure submit of cost audit report and annexure to the cost audit report along with his of its reservation or qualification or observations or suggestion, if any, in form CRA –3.

The Cost Audit Firm shall be responsible to prepare the XBRL of Cost Audit Report and file the same with Registrar of Companies, Delhi & Haryana as required under Companies Act, 2013

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

5.1 The qualification for selecting a bidder will primarily depend upon the completion of eligibility criteria. The qualification criteria for eligibility of the bidder to participate in the TENDER process are attached as Annexure I.

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

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

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

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

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

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

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

## 6.1 TECHNICAL BID (Part I)

The bidder will have to submit the Technical Bid in sealed envelope, duly super scribing "Tender COST AUDIT – AI APS /21-22/01 Dated 20th April 2021(Technical Bid)".

Technical Bid will also contain all the Annexures and supporting documents as required under this TENDER. Technical bid needs to be provided with full details and supporting documents as per the requirements of this TENDER for each of such locations.

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

In the first stage, only Technical Bids will be opened and evaluated. The Technical Bids submitted shall be evaluated for which Cost Auditor appointment has been sought under this TENDER. Only those bids satisfying the technical eligibility requirements as specified and determined by AI APS as meeting the terms and conditions of this document shall be evaluated for next stage. The Technical Bid should consist of the following:

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

## 6.2 FINANCIAL BID (Part II)

To be sealed and super scribed with "Tender No.COST AUDIT – AI APS /21-22/01 Dated 20th April 2021(Financial Bid)" must confirm to the followings:

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

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

## **7 EVALUATION PROCESS AND SELECTION CRITERIA**

### **7.1 Technical Bids Evaluation** –

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

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

### **7.2 Financial Bids Evaluation**

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

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

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

## **8 PERIOD OF CONTRACT**

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

## **9 CONFIDENTIALITY**

9.1 The selected bidder (and his employees) shall not, unless AI APS gives permission in writing, disclose any part or whole of any document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the company in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. The employees engaged by the bidder in

performance of this contract will maintain strict confidentiality for all data / information which come into their possession during the course of such performance.

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

9.3 In case of breach, AI APS may take legal action as deemed fit.

## **10 SUBCONTRACTING OF ASSIGNMENT**

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

## **11 INDEMNITY**

The bidder, in the event of being selected under this TENDER, assumes responsibility for and shall indemnify and keep AI APS harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under this tender or for which the bidder has assumed responsibilities under this contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder in connection with the performance of any system covered by the contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the contract and to protect AI APS during the tenure.

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

## **12 OBLIGATIONS OF AI APS AS AUDITEE**

I. Pay fees for the services rendered as stated in Clause 8 (Invoicing and Payment) of GENERAL TERM AND CONDITIONS.

- II. Provide office working space and access to applicable systems such as SAP and such other applications at AI APS Offices at Delhi. The officers / staff carrying out the Cost audit work, shall carry their own laptop for the work.
  
- III. Provide information/documents/records/books of accounts, etc., that would be required by the Cost Auditors during the course of the Audit. The Cost Auditors shall verify the records in the concerned Division and photocopies, if needed, could be provided on special requisition and at AI APS's discretion.

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

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

**b. Liabilities of AI APS**

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

**c. Amendment of Bidding Document**

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

**d. Contents of Bidding Document**

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

**e. Language of Bids**

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

**f. Bid Charges/Fees**

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

**g. Validity of Bids**

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

**h. Revealing of Charges/Fees**

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

**i. Local conditions**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost. No exceptions will be acceptable on any account for variation in these conditions.

**j. Sealing and Marking of Bids**

The complete bid documents to be serially numbered and each page shall be stamped and signed. Non-compliance may lead to such bid being rejected.

**k. Last date of receipt of Bids**

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

**l. Late Submission of Bids**

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

**m. Modification and Withdrawal**

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

**n. Bid Currency**

Charges / Fees shall be expressed in Indian National Rupees only

**o. Preliminary Examination**

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

**p. Contacting AI APS, lobbying or putting outside influence**

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

**q. Cost of Bid**

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

**r. Cost of contract etc.**

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

**s. Clarifications by AI APS**

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

**t. Clarifications on TENDER by bidders**

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

**u. Submission of Bids**

The process has been elaborated in the main TENDER.

**v. Other Terms**

- i. The bids should be neatly presented on Letter Head of bidder.
- ii. It shall be deemed that by submitting the bid, the bidder agrees and releases AI APS, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder and / or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.
- iii. AI APS shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the TENDER or the bidding process, including any error or mistake therein or in any information or data given by AI APS.
- iv. The bidder shall provide all the information sought under this TENDER. AI APS will evaluate only those bids that are received in the required formats and complete in all respects. Incomplete and / or conditional bids shall be liable for rejection.
- v. Bidders are advised that technical qualification of bidder will be entirely at the discretion of AI APS. Bidder will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process or selection will be given by AI APS.
- vi. Any information contained in the bid submitted by the bidders shall not in any way be construed as binding on AI APS, its agents, successors or assignees, but shall be binding against the bidders if any project is subsequently awarded to it under the bidding process on the basis of such information.
- vii. AI APS reserves the right not to proceed with the bidding / TENDER process at any time without notice or liability and to reject any or all TENDER(s) / bid(s) without assigning any reasons whatsoever.
- viii. All documents and other information supplied by AI APS or submitted by any Bidder to AIAPS shall remain or become the property of AI APS. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than

for preparation and submission of their bids. AI APS will not return any bid or any information provided along therewith.

- ix. AI APS shall not entertain any correspondence with any bidder in relation to the acceptance or rejection of this TENDER / bid.

## **2. Documentation:**

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

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

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

- a. If the Technical bid or the Financial Bid has been received after due date and time of closing of the TENDER.
- b. If only the Technical bid has been received and Financial Bid has not been received, and vice versa. If the Technical Bid or the Financial Bid has been received by fax or email.
- c. If the Technical bid has been received without relevant data.
- d. If the Technical bid or the Financial Bid received unsigned.
- e. If the Financial bid received in an open condition in the master envelope containing the Technical Bid or if both the Technical Bid & Financial Bid are received in the same envelope and/or in an open condition.
- f. The validity of the bid is lesser than 90 days.
- g. Such other grounds noted at the discretion of AI APS not meeting TENDER requirements.

## **4. Inspection Clause:**

As part of the evaluation of the Technical Bids, AI APS reserves the right to inspect at its own cost the facility / facilities of the Bidders in order to assess their infrastructure and capability for fulfilling the contract as indicated in this TENDER.

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

The contract may be terminated under the following circumstances:

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

- II. If there is a change in AI APS's requirement, AI APS will be entitled to terminate the contract by giving three (3) months advance notice in writing. In case of such termination, the financial obligation will be proportionate to the work completed by the selected bidder.
- III. In case of breach of contractual terms and conditions of the contract, AI APS shall be entitled to rescind the contract at any time without assigning any reason whatsoever and without any liability to AI APS.

## **6 Dispute Resolution:**

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

## **7. Force Majeure**

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

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

a. The Complete Audit Fees of the contracted value will be paid on completion of entire Audit, **including conduct of audit, subsequent discussion and acceptance of 'Final Cost Audit Report' by the Audit Committee and Board and filing of same in XBRL Format with ROC within the time limit specified under Companies Act, 2013.**

b. Invoice for Audit Fees will be submitted to the CFO along with the final signed periodic report, such other supporting documents indicating that audit work has been completed as per the agreed terms and conditions and a certificate stating that awardee had completed the audit assignment as per given work scope and/ or any other assignment from time to time as per terms of this TENDER.

c. For the awarded location, the selected bidder will not be paid for local travelling, transport, office and stationary expenses for report preparation and/or presentations, or visits

for meetings for any purposes related to the Cost Audit assignment. With specific approval of AI APS for travel outside the awarded location in connection with the Cost Audit assignment, AI APS will provide the required air tickets on its services and hotel accommodation on bed and breakfast basis at contracted hotels at the place of visit. Reimbursement of other travel related expenses will be admissible as “Out of pocket expenses” over the contract duration, subject to a maximum of 10% of contract value for the relevant location excluding GST. Such out of pocket expenses will be reimbursed along with final invoice.

**9. Penalties for delay / deficient / non-performance :**

There will be penalties applicable under the contract with the selected bidder. These penalties will be for delays in submitting the Cost Audit report as per the time stipulated under Companies Act, (except in exceptional circumstances, where account finalisation is delay ), in the form of liquidated damages @ 0.5% / week of the delay subject to a maximum of 10% of contract value.

**10. Others :**

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

b) The selected bidder shall ensure that the staff deployed by them do not violate any rules of AI APS. and/or regulations of any Authority (Govt or public) i.e. MIAL/DIAL/AAI/BCAS etc and that they do not indulge in any unlawful activity. If any such incidence happens, the selected bidder will be held responsible.

**ANNEXURE-I****TECHNICAL EVALUATION CRITERIA (Mandatory Eligibility Criteria)**

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

S.No.	MANDATORY REQUIREMENTS	Criteria	Documentary evidence to be attached with the Technical Bid	Compliance Status (Yes/No)
1.	The CMA Firm should have its Registered/Head/Branch office in Delhi NCR.		The CMA Firm shall be required to furnish the proof of office address situated in Delhi NCR.	
2.	Experience of at least one of the partner of the CMA Firm in case of partnership firm and of the promoter in case of proprietorship firm should be at least 10 year as on date of tender.		Copy of Certificate of Practice of the partner and proprietor shall be submitted.	
3.	The CMA Firm should be registered with the Institute of Cost Accountant of India. The CMA firm should have, as a partner or as an employee, at least two members of the Institute of Cost Accountant of India.	Minimum 02(Two) FTP / QCMA	Certified copy of Qualification certificate.	
4.	The CMA Firm should be qualified to be appointed as Cost Auditor as per the Companies Act, 2013 and Rules framed there under.			
5.	Experience of PSU Audit(Cost) conducted during 3 previous year.		To give Experience Certificate / Appointment letter from Client Companies (PSU) conducted during 3 previous year i.e 2017-18, 2018-19, 2019-20	

**Annexure – II**

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

**Annexure III****AUTHORIZATION LETTER FOR ATTENDING BID OPENING  
(On Bidder's letterhead)**

To,  
CFO  
AI Airport Services Limited  
New Delhi-110037

Dated: XXXX

Sub: Authorization for attending opening of TECHNICAL / FINANCIAL BID

Opening Date:

Time:

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

S.No	Name	E.Mail	Contact No	Signature

Signature: .....

Authorized Signatory's Name:.....

Bidder Name: .....

**NOTES :**

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

**Annexure IV**

**CERTIFICATE OF UNDERTAKING and COMPLIANCE CERTIFICATE**

**(ON BIDDER’S LETTER HEAD)**

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

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

1) Having examined the Conditions of Assignment for the above Contract, i.e. Appointment for Cost Audit of AI APS, we qualify under the minimum eligibility criteria and offer to undertake the work in conformity with the Conditions of Assignment for the Delhi location.

2) We specifically undertake to complete and deliver the work-scope comprised in the TENDER and agree to abide by the General Terms and Conditions also.

3) We confirm that the bid is valid for 90 days from the notified last date of submission of TENDER.

4) List of documents attached with the TENDER.

- 1
- 2
- 3
- 4
- 5
- 6

Dated ..... day of .....

Signature .....in the capacity of .....

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

**AUTHORISED SIGNATORY**

**Name of the Bidder  
Signature**

**Bidder’s Stamp &**

**Annexure V**

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

1. Technical Evaluation Criteria (Mandatory Minimum Eligibility) compliance as per ANNEXURE-I
2. Bidder's Profile at ANNEXURE-II duly filled in with required supporting documents.
3. Authorisation letter as per Annexure III
4. Certificate of Undertaking and Compliance as per ANNEXURE-IV.
5. Financial Bid Format duly filled in as per ANNEXURE-VI Note:

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

**Annexure-VI**

**Financial Bid Format**  
**Cost Audit assignment for the period Apr' 2021 to Mar' 2022**

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

Signature:

Authorized Signatory's Name:

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

**Notes :**

1. GST shall be paid as per applicable rates.
2. Indicate Charges/ Fee both in figures and words for which bid is submitted. In case there is any discrepancy between figures and words, the Charges/Fees in words shall prevail.
3. There should not be any cutting / overwriting. In case of cutting / overwriting, the bidder has to initial the same, otherwise such bid shall be rejected.