



Madhya Pradesh Road Development Corporation Limited

Request for Proposal

For

**Appointment of the Chartered Accountant firm for
conducting Internal Audit of Madhya Pradesh Road
Development Corporation Limited (MPRDC), Bhopal for
two years i.e. 2024-25 and 2025-2026.**

NIT No. I/228825/667/MPRDC/Procu/2025 Bhopal, Date: 01/04/2025

Madhya Pradesh Road Development Corporation Limited

Regd. Off.: 45A, Jail Rd, Arera Hills, Bhopal, Madhya Pradesh 462011



MADHYA PRADESH ROAD DEVELOPMENT CORPORATION LTD.

(M.P. State Highway Authority)

(Govt. of M.P. Undertaking)

45-A, Arera Hills, Bhopal – 462 011, Madhya Pradesh

0755-2597290/2765205, Fax : 0755-2572643, Website : www.mprdc.gov.in

NIT No. I/228825/667/MPRDC/Procu/2025

Date: 01/04/2025

NOTICE INVITING TENDER

Madhya Pradesh Road Development Corporation Limited (MPRDC), Bhopal invites online bids for following work for MPRDC office. The salient feature are as below:

| Name of Work | PAC (INR) In Lakhs | Bid Security (in INR Lakhs) | Cost of Bid Document (INR) | Period of Contract |
|---|-----------------------------------|---|---|-------------------------------|
| Appointment of the Chartered Accountant firm for conducting Internal Audit of Madhya Pradesh Road Development Corporation Limited (MPRDC) Bhopal for two years i.e. 2024-25 and 2025-26 | 18.00 | 0.36 | 2,000/- | 24 Months |

The dates for purchase, submission, etc. are mentioned in the key dates. Tender forms can be purchased online only upto 15:30 hrs. on **05.05.2025** from website www.mptenders.gov.in. The bidders have to submit the Technical bid as well as Financial Bid online only. The Addendum/ Corrigendum (if any) shall only be published on the website of www.mptenders.gov.in only. If holiday is declared by Govt. of M.P. on the date of opening, the same will automatically be shifted to subsequent working days.

MPRDC reserves the right to accept/reject any/all tenders without assigning any reason thereof.

Managing Director



MADHYA PRADESH ROAD DEVELOPMENT CORPORATION LTD.

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Date: 01/04/2025

Key Dates for e-Tendering

| S.No. | Particulars | Date | Time |
|-------|------------------------------|--------------------------|-------|
| 1 | Publishing Date | 04.04.2025 | 15:30 |
| 2 | Document Sale Start Date | 04.04.2025 | 15:30 |
| 3 | Document Sale End Date | 05.05.2025 | 15:30 |
| 4 | Pre Bid Meeting Date | 11.04.2025 | 15:30 |
| 5 | Bid Submission Start Date | 29.04.2025 | 15:30 |
| 6 | Bid Submission End Date | 05.05.2025 | 15:30 |
| 7 | Bid Opening Date (Technical) | 06.05.2025 | 15:30 |
| 8 | Bid Opening Date (Financial) | To be intimated later on | |

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| S. No | Particulars |
|--------------|--|
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TENDER DOCUMENT INCLUDING TERMS OF REFERENCE (ToR) FOR APPOINTMENT OF THE INTERNAL AUDITOR

1. INTRODUCTION & BACKGROUND:

Madhya Pradesh Road Development Corporation Ltd. (MPRDC) has been incorporated as a wholly owned government company under the Companies Act 1956. MPRDC has been entrusted with the responsibility of development of State Highways in the State of Madhya Pradesh. MPRDC has been developing road projects on BOT, EPC and HAM model basis.

The guidelines for Electronic Tendering System for online purchase and submissions of bids are attached herewith as Annexure – A.

2. OBJECTIVE AND SCOPE OF AUDIT:

The appointed agency will be required to carry on in depth examination of all the financial transactions enacted by the corporation generally and in particular the Auditor will be expected -

- i. To examine and report on the adequacy and effectiveness of the internal controls and suggest ways for further improvement.
- ii. To examine and report on non compliances/violations/discrepancies, if any, of contractors/concessionaires/other agencies in carrying out the contracted responsibilities and obligations. The timely and correct receipt of the premiums and other income in accordance with the terms of the contract.
- iii. To examine the propriety of all the enacted transactions and report as to whether or not the financial transactions are properly authorized, documented and captured in the books of accounts and all other records have been maintained properly and they are adequate enough and whether the financial reports are reliable & provide the results of the actual operations accurately.
- iv. To examine and report on whether the policies/guidelines/norms prescribed or financial procedures laid down by the management and the provisions of various applicable laws are being followed strictly/complied with.
- v. To examine and report on whether the resources have been deployed economically, efficiently and effectively.

- vi. To examine and confirm whether all the revenues are received and recorded timely and correctly.
- vii. To examine the bank reconciliation statements and comment upon unusual outstanding entries and suggest action to ensure adjustment of all the un responded transactions.
- viii. To audit all procurement transactions and examine and report on the deficiencies, if any and suggestions to improve and put in place an effective and transparent policy for economic procurement of quality goods and services.
- ix. Periodic scrutiny of all outstanding receivables and payables and with age wise and health wise analysis suggest appropriate action for settlement of outstanding balances.
- x. To verify and ensure that the funds received from the state / central government are properly and timely utilized and there is no diversion of the fund received for the specific purposes.
- xi. Examination of the loan accounts to verify and ensure that the interest levied is correct and as per the agreement and no excess payment is made in debt servicing.
- xii. To examine periodically the investment portfolio of the corporation and advise and assist corporation in formulating a pragmatic investment policy
- xiii. Scrutiny of all capital and revenue expenditure and accounting thereof. Verification of Fixed Assets capitalization during the audit period. To carry out physical verification of all fixed assets once in a year and point out damaged, obsolete and unserviceable assets.
- xiv. To verify and comment upon all the statutory compliances in time in the matter relating to direct and indirect taxes and other applicable statutory law.
- xv. All GST returns under GST law i.e. GSTR-1, GSTR-3B, GSTR -7 are to be reconciled with the books of accounts , internal auditor needs to make reconciliation of the claimed ITC with GSTR -2B return.
- xvi. TDS compliance checking, verification of TDS deduction & payment, timely return filing and matching of return data and with monthly tax paid.
- xvii. To verify and satisfy on the audit compliances and to bring to the attention of the management persisting irregularities.
- xviii. To assist in preparation of Financial Statements and Notes to the Accounts.
- xix. To assist in preparation of reply to supplementary audit of accounts carried by CAG.

- xx. To review all returns submitted by the company to the Income tax department, GST department and any other statutory returns. Also, to guide for other statutory compliance and recent amendment, if any.
- xxi. To carry out internal audit of externally aided projects & ensure proper accounting and other necessary compliance.
- xxii. Checking of Divisional Offices record, trail balance and bank reconciliation.
- xxiii. Such other matters as may be identified by the management from time to time.

3. BID SECURITY:

The Bid Security is to be paid online and receipt shall be submitted with bid.

The Bid Security of the bidder shall be forfeited -

- a) if the bidder withdraws their bid during the period of bid validity,
- b) if the successful bidder fails to submit Performance Security,
- c) if the successful bidder fails to sign the agreement within the prescribed time mentioned in the document,
- d) if any document / information are found false/ fake/ untrue before acceptance of bid.

The Bid Security of the un-successful bidder shall be released after signing the agreement by the successful bidder.

4. PRE-BID MEETING:

A pre-bid meeting shall be conducted in the Office of MPRDC, Bhopal at the time and date mentioned in the Key Dates. The Bidder's designated representative is invited to attend the meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at this stage. The bidder is requested to submit any questions in writing, to reach the Employer not later than 3 days before the meeting. The minutes of the pre-bid meeting, including test of the questions raised together with any responses prepared after the meeting will be uploaded online. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusive through the issue of an addendum. At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.

5. PREPARATION AND SUBMISSION OF BIDS:

The bidder has to prepare the documents using the forms annexed in the Bid Document and submit the bids as per the guidelines given in Annexure – A. The bidder has to submit the Technical and

Financial Bid online only. The Bidder shall quote the **lump-sum price** for the Contract period, inclusive of all taxes, duties excluding GST etc., for carrying out audit as per scope of work and the terms and conditions given in the tender document.

6. SELECTION METHODOLOGY:

Two Envelope (A & C) procedure shall be adopted in evaluating the proposals. The selection will be done using **Quality cum Cost Based Selection (QCBS)** process. 80% weightage would be given to the Technical evaluation and 20% weightage would be given to the financial bid.

Envelope – A (Technical Proposal) Stage:-

- i. Technical proposals submitted in Envelope – A shall be opened of the firms.
- ii. Technical evaluation of bidders shall be carried whose bids are found responsive to the pre-qualification criteria.
- iii. Proposal of the Firms meeting eligibility criteria will be considered for awarding technical scores as per technical evaluation section. The proposal of the firm not meeting the eligibility criteria shall be rejected.
- iv. The technical proposal scoring at least 75% of the marks shall be considered as “Qualified on Technical Parameters”. A proposal shall be rejected at this stage if it fails to achieve the minimum technical score (i.e. at least 75 Marks).

Envelope – C (Financial Proposal) Stage:-

- i. Financial proposals shall be opened only for the CA firms who have qualified on Technical Parameters (i.e. secured at least 75% or more marks on evaluation criteria). Financial Proposals of the firms which have not qualified on technical parameters shall not be opened.
- ii. In evaluation of the proposals the Quality Cum Cost Based (QCBS) process shall be followed as per the formula as under:-

Combined Technical and Financial Score (CTFS) = $80 \times \text{Marks scored in Technical evaluation} / 100 + 20 \times \text{Financial value of lowest bidder (L1)} / \text{Financial value of bidder (L2, L3, L4,.....)}$.

- iii. The firm having highest Combined Technical and Financial Score (CTFS) will be selected.

7. PREQUALIFICATION CRITERIA (TECHNICAL PROPOSAL):

(Every point of information is to be provided in the same order in which they have been written. It is mandatory requirement otherwise the bid will be rejected. Every information is to be supported by self attested supporting documents failing which the bid will be rejected.)

- i. The firm should have minimum 6 (Six) full time partners out of which three (3) partners should be FCA and should be associated with the firm at least from last Five years as on 01.01.2025.
- ii. The firm should be in existence for at least 15 years as on 01.01.2025.
- iii. The firm should be empaneled with C & AG as on 01.01.2025.
- iv. The firm should have an average annual turnover of a minimum of Rs. 100 lakh Per annum of last three financial years as per the Audited Financial statement from 2021-22 to 2023-24 and a minimum turnover of Rs. 75 lakhs in each of the year.
- v. Firm must have Head office in Madhya Pradesh as per ICAI constitution certificate as on 01.01.2025 and must have Head Office / Branch Office at Bhopal.
- vi. The firm should not be black listed by any State/Central Government, PSU, and Government organization.
- vii. The firm should not have any disciplinary action initiated by ICAI at any time.
- viii. The firm should have a valid peer review certificate as on date of bidding.
- ix. The firm should not have any affiliation of any type with foreign firms.
- x. The firm should have experience of Internal Audit and assignments (other than Accounting & taxation) of at least 5 PSU's during last 10 years. Only the assignment for which the fees paid is Rs. 25,000/- or more shall be considered.
- xi. At least 2 Partners Should be DISA Qualified.
- xii. The Firm should submit information as per **Annexure -1**.
- xiii. Firm should have to submit an undertaking as per **Annexure -2**.
- xiv. The firm should have a valid peer review certificate as on 01.01.2025.

8. TECHNICAL EVALUATION CRITERIA:

The Technical Bid will be evaluated on the basis of following criteria:

| S. No. | Particulars | Maximum Marks | Marks | Documents to enclose |
|--------|---|---------------|--|--|
| 1 | Experience of CA firms (existence over 15 Years) | 15 | 1(One) Mark for each completed year of existence over 15 years | Constitution Certificate issued by ICAI as on 01.01.2025 |
| | For each completed year of existence over 15 years | | | |
| 2 | Number of full time FCA/ ACA partners | 15 | 3 marks for each FCA | Constitution Certificate issued by ICAI as on 01.01.2025 |
| | For each FCA Associated with the firm for a minimum of 3 Years | | 2 marks for each ACA | |
| 3 | Average Annual Turnover of the Firm for Last 3 Years | 15 | | Audited Financial Statements for FY 2021-22, 2022-23 and 2023-24 |
| | >INR 100 Lakhs To INR 150 Lakhs | | 5 | |
| | >INR 150 Lakhs To INR 300 Lakhs | | 10 | |
| | More than INR 300 Lakhs | | 15 | |
| 4 | Experience of Internal Audit of PSUs in Last 10 Years (only the assignment for which the Audit fee paid is Rs. 25,000/- or more shall be considered) | 15 | | Copies of Appointment Letter/Work Order/ Agreement |
| | No. of Auditee Units 6-10 | | 5 | |
| | No. of Auditee Units is 11 - 15 | | 10 | |
| | No. of Auditee Units more than 15 | | 15 | |
| 5 | Relevant Experience: Experience of rendering Audit and advisory services to infrastructure companies engaged in project implementation through Public Private Partnership (PPP) on BOT, DBFOT, BOLT, BOOT, EPC, ANNUITY, HAM mode. | 10 | | Copies of Appointment Letter/Work Order/ Agreement |
| | Assignment for which fee paid is Rs. 20,000/- or more shall be considered | | 1 Mark for each assignment | |
| | | | | |
| 6 | CV of 3 personnel of the firm (out of which 1 should be the partner who shall be exclusively engaged in the subject audit | 30 | | CVs of the 3 personnel |
| | Total Marks | 100 | | |

The qualification and experience higher than the minimum requirement will be given higher weightage subject to maximum marks for each criteria.

Notwithstanding anything contained in this tender document, technical assessment shall be made at the sole discretion of the Bid Evaluation committee of MPRDC and its decision shall be final and not challengeable.

9. PERIOD OF VALIDITY OF THE BID :

The Bid shall remain valid for a period of 120 days from the last date of submission of Bid. MPRDC reserves the right to request extension of the bid validity for an additional period of three (3) months, if necessary.

10. TERM OF AGREEMENT (CONTRACT PERIOD):

The selected firm shall be assigned the work for 2 (two) Financial Years i.e. 2024-25 and 2025-26. The term of the assignment may be further extended for such period and on such terms and conditions as may be decided by the Corporation at its sole discretion.

11. AWARD OF WORK:

The Letter of Acceptance shall be issued to the bidder achieving the highest combined technical and financial score. Upon issue of the LoA, the selected bidder shall be required to sign up an agreement with MPRDC on a Non-Judicial e-Stamp Paper of Madhya Pradesh. Draft of the Agreement is attached as **Annexure-4**. The cost of non-judicial e-stamp paper shall be borne by the Bidder.

12. PERFORMANCE SECURITY:

The Amount of Performance Security is equal to 5% of contract value and the same shall be released only after successful completion of the work.

13. TERMINATION OF WORK:

If the successful bidder fails to carry out any obligation under the contract MPRDC shall be entitled to terminate the contract with immediate effect and to forfeit the Performance Security. Further, MPRDC reserve the right to blacklist the firm for two (2) years in participating of MPRDC Tenders.

14. JURISDICTION:

This contract has been entered into the state of Madhya Pradesh and its validity, interpretation and legal effect shall be subjected to the courts of the place where the agreement is entered into i.e. Bhopal (M.P). No other jurisdiction shall be applicable.

15. COMMENCEMENT OF WORK:

The successful bidder shall commence the work of Audit within seven (7) days of signing of the agreement. The successful bidder shall not sublet the work of Audit to any other party. Any violation of this provision shall make the contract liable for termination.

16. STRUCTURE OF AUDIT TEAM & ROLES AND RESPONSIBILITIES:

- i. The selected bidder firm shall be required to depute an exclusive **Audit Team** for the Comprehensive Internal Audit of the Head Office, comprising of one (1) Chartered Accountant (with minimum 5 Years of Post qualification Experience) preferably a Partner, and One (1) experienced Audit Assistant.
- ii. The Audit team shall work under the close supervision and monitoring of a senior partner who should be a FCA with at least 10 years of post qualification experience in Auditing.
- iii. The deployed Audit team, referred to as Auditor hereafter, shall be regularly deputed at the Corporation Office.
- iv. The Internal Audit Team will be authorized to review all areas of the organization and shall have full and free access to all activities, records, property and personnel of the organization.
- v. The **Team leader (FCA Partner)** deployed shall be responsible for the overall coordination of the Internal Audit function. He should ensure that the work shall be performed as per the Scope of Internal Audit.
- vi. During the course of the audit there shall be regular meetings between the management of the Company and the team leader of the audit team to discuss and review upon the Audit observations. The Team Leader should also report to the management of the company on need basis.
- vii. The selected bidder firm shall be required to report the outcome of their activities to the General Manger (F&A).
- viii. The Internal Auditor shall be obliged to maintain complete secrecy and not to disclose any matter which comes to its knowledge while conducting Internal Audit, to any third party, which may affect the interest of the Company adversely.
- ix. The appointment of audit team and team leader shall be made on the basis of the credentials, experience and capability as furnished by the participating firm for the purpose of evaluation along with the technical proposal.
- x. The Internal Auditor shall not sublet the work of Internal Audit to any other party.

- xi. The engagement of the firm shall be for the period of two (2) years. However, the management shall reserve the right to terminate the agreement on 3 months' notice if the services are not found satisfactory. On completion of 2 years term, the agreement may further be extended for such period and on such terms and conditions as the management may decide on its sole discretion.

17. PAYMENT TERMS (FEES FOR THE AUDIT FUNCTION):

- i. The Bidder shall quote the lump-sum price for the Contract period, inclusive of all taxes, duties etc. and excluding GST which shall be paid separately, for carrying out audit as per scope of work and the terms and conditions given in the tender document. The payment will be made on quarterly basis after submission of reports and its acceptance by MPRDC.
- ii. No interest, claim or penalty etc. would be payable by MPRDC in case of any delay in payment beyond stipulated time.
- iii. No advance payment shall be made against audit fee.

18. AUDIT REPORTS:

- i. The internal audit needs to be done on monthly basis and the report shall be submitted on quarterly basis.
- ii. Cover the detailed scope of audit as per "Duties and Responsibilities of the Internal Auditor". The Internal Auditor should ensure the applications of the Standards of Internal Audit (SIA) while performing the function of Internal Audit. The quarterly report for the preceding quarter should be submitted by the 15Th of the next month.
- iii. Quarterly report of Externally Aided Project should be submitted separately.
- iv. If the performance of the internal auditor is found to be unsatisfactory or not to the standards as expected by MPRDC, the contract can be terminated even before the expiry of the period of Agreement.

19. FORMAT FOR THE FINANCIAL BID:

The following shall be used as a format for the “**Financial Bid**” to be submitted in **Envelope-C** of the Bid.

Fees for the Audit Function

| S. No. | Details | Year | Total (Amount in Rs.) |
|---------------|---|--------------------------------------|----------------------------------|
| 1 | Lump-sum price for carrying out internal audit of Madhya Pradesh Road Development Corporation Ltd (MPRDC) inclusive of all taxes(excluding GST), duties etc. | 2024-25 | |
| | Lump-sum price for carrying out internal audit of Madhya Pradesh Road Development Corporation Ltd (MPRDC) inclusive of all taxes(excluding GST), duties etc. | 2025-26 | |
| | Total | In figures In words | |

Note:

1. The fees quoted shall be all inclusive of taxes excluding GST which shall be paid separately.
2. Any overwriting or erasing in the quotation shall render the same invalid.
3. Where there is any discrepancy between the rates in figures and words, amount mentioned in words will prevail.

**The Financial Bid shall be uploaded online in
Envelope – C only.**

Submission of Information for the Qualification Verification

- a) All information submitted shall be sealed and signed by the authorized representative of the firm.
- b) A brief “Profile” of the Firm’s Practice and experience giving the following details clearly:

| | |
|---|--|
| 1 | Name of the Firm : |
| 2 | ICAI Registration No. : |
| 3 | CAG Empanelment No. for the FY 2024-2025 : |
| 4 | PAN No. : |
| 5 | GST No. : |
| 6 | Manpower Strength. : |
| 7 | Audit and Certification work done in past 10 years : |

Along with the Profile above, the firm must submit documentary evidences in support of the above mentioned details, as given in the table below:

| | |
|---|---|
| 1 | Photocopy of the certificate of registration of the partnership with ICAI |
| 2 | Photocopy of the latest certificate of Constitution of firm issued by ICAI. |
| 3 | Documentary evidence for the CAG Empanelment No. for the FY 2024-25 |
| 4 | Photocopy of PAN Card |
| 5 | Photocopy of GST Registration Certificate clearly specifying the Name and Registration No. of the CA firm |
| 6 | Audited copies of Financial Statements for preceding three financial years i.e 2021-22, 2022-23 and 2023-24 of the CA firm. |

c) Qualification of the staff:

| Sl. No. | Qualification | No. of Staff on rolls |
|---------|--------------------------|-----------------------|
| 1 | No. of CAs | |
| 2 | Postgraduate in Commerce | |
| 3 | Graduates in Commerce | |
| 4 | Other if any | |

UNDERTAKING BY THE BIDDERS

(This undertaking is to be submitted along with the Technical Bid in Envelope -B.)
(This undertaking should be on a non-judicial stamp paper of Rs 100 duly notarized)

To,
The Managing Director,
Madhya Pradesh Road Development Corporation,
45-A, Arera Hills, Bhopal (M.P.)

Dear Sir,

Sub: Bid for Appointment of the Chartered Accountant Firm for conducting Internal Audit of Madhya Pradesh Road Development Corporation Limited , Bhopal for year i.e. 2024-25 and 2025-25 (NIT No. I/228825/667/MPRDC/Procu./2025, Bhopal, dated: 01.04.2025)

This undertaking is submitted in respect of the appointment of auditors for audit of Financial Statements of SPVs which have been incorporated by Concessionaires for executing BOT (Build, Operate and Transfer) projects awarded by MPRDC.

We hereby confirm that:

1. We have never been blacklisted by any Government Department or Public Sector Undertaking of any State Government in India or Government of India or Institute of Chartered Accountant of India for practicing in India.
2. We have no pending or contemplated legal suit or criminal cases on the grounds of moral turpitude or for violation of any other law in force.
3. We have no pending assignment of MPRDC as on 01.01.2025.
4. We shall deploy audit team & team leader as mentioned in the tender document on the assignment who shall be responsible for said assignment;
5. The experienced staff shall be deployed for conducting internal audit including one Fellow Chartered Accountant.
6. The staff will maintain complete secrecy of the records and will not disclose any matter which comes to the knowledge during the conduct of audit, to the third party, which may affect the interest of the Company adversely.
7. All documents and details provided in/with this bid are correct as per my knowledge.

We understand and agree that if the information mentioned above is found to be incorrect at any stage of this Bidding Process, our Bid shall be considered as non-responsive and rejected accordingly. If this undertaking is found to be incorrect post the issue of LoA, then such LoA issued shall be cancelled and the contract shall be terminated, without any liability to MPRDC.

.....
(Signature of authorized signatory of the firm issued along with firm seal)

Name:.....
Designation:.....

Date.....
Place:

ANNEXURE-3

(DRAFT AGREEMENT)

THIS AGREEMENT is made on _____

BETWEEN:

- (1) **Madhya Pradesh Road Development Corporation Limited** (referred as “MPRDC” hereinafter) having its Head Office at Bhopal; and
- (2) **M/s_____**, **Chartered Accountants** (referred as the “Firm” or “Firm” hereinafter) having its Head Office/Branch Office at Bhopal.

INTRODUCTION:

- A. Whereas the MPRDC wants the Firm to be appointed for conducting Internal Audit of Madhya Pradesh Road Development Corporation Ltd.(MPRDC), Bhopal for two years **i.e. 2024-25 and 2025-26** from **the date of issue of LoA** (as outlined under the heading ‘Scope of work’ in the Tender document, or mentioned herein under) and the Firm is willing to provide such services all on the terms and conditions set out in this Agreement.
- B. And, whereas the Firm has knowledge and experience in the provision of services in the area of **"Internal Audit of Madhya Pradesh Road Development Corporation Ltd (MPRDC)"**.

And therefore, **It is agreed** as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement unless otherwise specified or the context otherwise requires:

- 1.1.1. where reference is made to a statutory provision this includes all subsequent enactments, amendments and modifications relating to that provision and any subordinate legislation made from time to time under it;
- 1.1.2. a “law” includes common or customary law and any bye-law, regulation, legislation, decree, judgment, order, ordinance, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request, requirement or guideline (the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request, requirement or guideline is addressed);

- 1.1.3. a document in an “agreed form” is a reference to a document in a form approved by both parties and for the purposes of identification signed by the relevant Authorised Representatives on behalf of each party; and
- 1.1.4. reference to “the parties” or to “a party” will be to MPRDC and/or the Firm unless otherwise expressly provided and shall include that party’s assignees;
- 1.1.5. Material Breach mean breach of condition /violation of the conditions mentioned in the tender document / agreement.

2. TERM

- 2.1. This Agreement will come into force on the Signature Date and will be valid for period of one year from the date of the agreement.
- 2.2. MPRDC reserves the right to extend the period of agreement on the same terms & conditions on satisfactory completion of assignment.
- 2.3. MPRDC has the right to foreclose the agreement before the expiry of agreement for any reasons.

3. SERVICES

- 3.1 Within Seven (7) From the date signing of the agreement, the firm shall provide the services in accordance with the terms of this agreement and will ensure that a team of persons is available to provide the Services.
- 3.2 The firm agrees that it will follow and comply with any reasonable instructions, directions or requests given or issued which are consistent with the terms of this Agreement by MPRDC's relevant Authorized Representative in writing or, where it was reasonably impracticable to do so in writing, given orally and subsequently confirmed in writing by such Authorized Representative in connection with the performance of the services.
- 3.3 The firm shall as soon as reasonably practicable notify MPRDC whenever the firm becomes aware of and has reasonable grounds to believe that any failure on the part of MPRDC to carry out its obligations and responsibilities under this Agreement will have a detrimental effect on the performance or quality of the services or cost (to MPRDC). The same shall apply to the firm also.

4. MPRDC RESPONSIBILITIES

4.1. MPRDC shall:

- 4.1.1. Use all reasonable endeavors to make available such staff of MPRDC as are reasonably required on a timely basis to liaison with the firm in relation to the provision of the Services;
- 4.1.2. Provide to the firm on a timely basis such information and documentation as the firm may reasonably require to provide the Services;
- 4.1.3. Provide the firm on a timely basis, MPRDC's standard policies and procedures, with such access to the information as is reasonably required to provide the services;
- 4.1.4. Provide answers on a timely basis to queries, consents and approvals requested by the firm to enable the firm to provide the services.

5. FEES

In consideration for the provision of the services, MPRDC shall pay fees to the firm as mentioned in LoA.

6. REGULATORY REQUESTS

- 6.1. If the firm receives requests for information from Regulatory Authorities which relate to the Services or any other obligation of the firm under this Agreement, it shall inform MPRDC's Authorized Representative promptly in writing and shall provide reasonable assistance to MPRDC in dealing with the requests.
- 6.2. The firm will release such information to the Regulatory Authority only after providing a copy of the information to MPRDC and its written consent from MPRDC to release the information.
- 6.3. Except that the firm shall not be obliged to obtain MPRDC's prior consent or provide a copy of the information in advance where it is prevented from doing so by law or the relevant Regulatory Authority.

7. EMPLOYEES OF THE FIRM

- 7.1. The firm would deploy persons for provision of the services in contract to MPRDC ensuring that they are suitably qualified, skilled and experienced in the work which they are to perform;

7.2. MPRDC may, for reasons of incompetence, poor performance or misbehavior or any such reason (MPRDC at all times acting reasonably), request the replacement of any employee of the firm and firm is bound to replace as per the request.

8. CONFIDENTIALITY

- 8.1. Each party undertakes to treat all confidential information as confidential and to use such Confidential Information solely for the purposes of this Agreement. Each party shall not, without the prior written consent of the other, divulge such confidential information to any person.
- 8.2. Each party undertakes to effect and maintain the same adequate security measures to safeguard the confidential information from unauthorized access, use and misappropriation as it maintains with its own similar information that it does not wish publicly to disclose, publish or disseminate.
- 8.3. Each party undertakes to notify the other promptly of any unauthorized use, copying or disclosure of confidential information and to provide all reasonable assistance required to terminate such unauthorized use or disclosure (or both).
- 8.4. Neither party shall make any announcement about nor disclose the existence or any terms of this Agreement without the prior written consent of the other. Notwithstanding the foregoing, either party may advertise or otherwise make known that the Firm provides services to MPRDC pursuant to this Agreement without the prior written consent of the other party.
- 8.5. The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination or expiry of this Agreement.

9. DISPUTES

- 9.1. This Clause does not prevent either party commencing or pursuing court proceedings to protect the rights of confidentiality and in respect of the confidential information of that party and is without prejudice to either party's right to terminate this Agreement.
- 9.2. The Dispute will be dealt with by the parties pursuant to the following procedures :
 - 9.2.1. In the first instance, the Dispute will be referred to the General Manager, Finance for resolution;
 - 9.2.2. If General Manager, Finance cannot resolve the Dispute within 15 Business Days (or such

other period as may be agreed between the parties), the Dispute will then be taken to the Managing Director, MPRDC. The decision of Managing Director, MPRDC will be final in this regards.

10. TERMINATION

10.1. MPRDC may terminate the Agreement in its entirety on written notice with effect from the date specified in the notice if the firm commits any material breach of this Agreement which has not been remedied within fifteen (15) calendar days of service of notice upon the Firm.

Other Terms & conditions as stipulated in Tender documents of **(NIT No. I/228825/667/MPRDC/ Procu./2025, Bhopal, dated 01.04.2025)** shall prevail.

IN WITNESS WHEREOF each of the parties has duly executed this Agreement as of the date first written above.

Witness

SIGNED by [] 1.)_____

duly authorized for and 2.)_____

on behalf of **MPRDC**

SIGNED by [] 1.)_____

duly authorized for and 2.)_____

on behalf of the **Firm**