



ANDHRA PRADESH CAPITAL REGION DEVELOPMENT AUTHORITY
LENIN CENTRE, VIJAYAWADA

NIT no. 26/PROC/MAU61-FA0REV(null)/4/2025-ACC/2nd Call Dt.06.06.2025

**RFP for Engaging Programme Auditor for World Bank & ADB
funding programme in APCRDA for F.Y.2025-26**

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1. SCHEDULE OF BIDDING PROCESS

Request for Proposal (RfP) is invited by the Commissioner of A.P. Capital Region Development Authority, Government of Andhra Pradesh from reputed firms of Chartered Accountants for selection of CA FIRMS for APCRDA for “Engaging Programme Auditor for World Bank & ADB funding programme in APCRDA for F.Y.2025-26”. Firms who fulfill the eligibility criteria/ requirements as detailed in this RfP may submit their proposals in the prescribed format.

Tender Notice No: 26/PROC/MAU61-FA0REV(null)/4/2025-ACC/2nd Call Dt.06.06.2025

The Important dates are as follows:

Bid notification	:	06.06.2025
Bid document downloading start date	:	09.06.2025
Bid document downloading end date	:	24.06.2025 @ 2.00 PM
Due date for submission of bids	:	24.06.2025 @ 3.00 PM
Opening of Technical bid	:	24.06.2025 @ 4.00 PM
Tentative date of Opening of Financial bid	:	26.06.2025 @ 11.00 AM

The tender document with complete details of tender such as scope of work including experience required and terms and conditions can be downloaded from the website www.apecurement.gov.in and www.crda.ap.gov.in.

2. PROGRAM BACKGROUND

1. Program-for-Results (PforR) by World Bank and Result Based Lending (RBL) by Asian Development Bank (ADB) is an approach to financing with primary objective to support governments in improving performance in the areas of design and implementation of their programs through program systems and establishing a direct link between accomplishment of results and disbursement of ADB and WB [together called as Bank(s)] funds. One hundred percent of the Bank's financing is provided according to the achievement of Disbursement Linked Indicators (DLIs) of results as agreed in the Loan Agreement. The Loan Agreement also contains several Program Action Plan (PAP) items, which are also required to be independently verified. In simple words, PforR/ RBL is a "results-based" instrument, which means disbursements are tied to the achievement of outcomes rather than up-front expenditures, as is the practice with traditional Bank's investment lending.
2. Andhra Pradesh state decided to build Amaravati as the new capital on a greenfield site, along the south bank of the River Krishna. The Amaravati development is estimated to cost \$6.3 billion in two phases with an investment of \$3.1 billion in Phase I under the overarching program of the government as laid out in the Perspective Plan 2050. Andhra Pradesh Capital Region Development Authority (APCRDA) is the nodal agency for development of the Capital region development and will be the main Implementing Agency for both the Programs. Amravati Development Corporation Limited (ADCL) will work with APCRDA to execute the programs.
3. The overall Program will be managed and implemented by the APCRDA. The APCRDA serves as the nodal agency responsible for Program coordination, comprehensive monitoring, supervision, and the implementation of works related to the Amaravati Government Complex (AGC) and Land Pooling Scheme (LPS) neighborhoods. This includes skill training, capacity-building initiatives, and institutional strengthening activities. Certain trunk infrastructure works will be carried out by ADCL.
4. APCRDA will be the leading implementing agency for the Program. The APCRDA is headed by a commissioner who is from the Indian Administrative Service (IAS) and supported by a multidisciplinary team of various experts. The Finance function in the APCRDA is headed by the Group Director – Finance & Accounts, a senior state government finance officer who is supported by the Director - Accounts, Full time Company Secretary, Chartered Accountant, managers, and other staff.
5. ADCL is responsible for implementation of the civil works categorized as trunk infrastructure and flood mitigation works under the Program. Formed under the Companies Act of 2013, ADCL is tasked with executing specific functions of the APCRDA, including overseeing all major infrastructure civil works for the Amaravati Capital City. ADCL is responsible for checking the quality of the design, procuring contractors and consultants, and supervising the

execution of the trunk infrastructure to ensure timely delivery. As agreed between the two agencies, ADCL will receive a supervision fee equivalent to 3 percent of the contract value from the APCRDA for executing the works and contracts required by the APCRDA.

6. ADCL is headed by a Chairperson and Managing Director who is from IAS cadre and supported by a multidisciplinary team. The Finance section of the company is normally headed by the chief finance officer (CFO) and supported by the chief accounts officer and internal audit team. ADCL also has a full-time company secretary to look after corporate compliances.
7. The state government provides initial funding, while DLI amounts are disbursed based on results achieved under PforR. There is no direct link between when expenses occur and when the Bank disburses DLI amounts. Therefore, in PforR, program expenditure must match the DLI amount at the program's end rather than continuously.
8. APCRDA invites quotations from Chartered Accountant (CA) firms to be appointed as Program Auditor for the period from 01 April 2024 to 31 March 2025. The selected firm will audit the expenditure and procurement related to the specified Programs of APCRDA and Amaravati Development Company Limited (ADCL).

Program Expenditure: -

9. The Program Expenditure Framework (PEF), derived from the government program) will be a combination of capital expenditure (capex) and operating expenses (Opex) activities. The Program will finance capex and opex of prioritized trunk infrastructure, water supply system and flood mitigation work in Amaravati, neighborhood infrastructure in prioritized LPS zones, and capex of constructing green, resilient government housing in the AGC. Apart from work, procurement of goods, consultancy services, training and capacity building, incremental operating costs¹ and other expenditures associated with the implementation units, related to the program will be funded. Operational and administrative expenditures will include staff salaries on full-time deputation to APCRDA and ADCL or payments made to staff appointed on a contractual basis and general program expenses. Supervision costs of ADCL, which is 3% of civil works cost, is also part of the Program expenditure. Expenditures which will be excluded from PEF are:
 - (a) infrastructure investments with high E&S risks, such as those requiring large-scale land acquisition;
 - (b) high-value contracts exceeding the World Bank's PforR policy limits.

The APCRDA and ADCL will manage program expenditures.

¹ "Incremental Operating Cost" means the incremental costs incurred by implementing agencies for carrying out the Program including salaries of contractual staff / individual consultants other than consultancy firm appointed for the Program, salaries of staff deputed to the Program, office rent and utilities, office and equipment maintenance and repair, vehicle operating and maintenance costs, communication and travel, and other necessary expenditures in connection with the Program.

10. The World Bank and ADB are providing funds for the ‘P.’ The World Bank and ADB will provide disbursements based on the same DLIs. Most of the DLIs have a similar share between the World Bank and ADB. The GoAP should have Program expenditure more than the disbursements they get from the World Bank and ADB. When the final Program expenditure is reconciled, it will be equally split between the World Bank and ADB and compared to the disbursements. Any shortfall will lead to a refund of amounts. Disbursements will be done in JPY as per loan agreement.
11. The PforR program has clear boundaries for the government program (‘p’) and the World Bank-supported Program (‘P’). The government program has identified investments for trunk infrastructure, municipal infrastructure, and public administration buildings out of which selected investments/packages are part of the Program. For the transport sector, bus depots, bus stands, and operations of bus services are envisaged. Apart from that, the government program and Program will fund consultancy studies, goods and equipment, training and capacity building, incremental operating costs and administrative expenses, technical assistance activities, and program management activities which will help the agencies in achieving the DLIs. The list of activities and the framework are given below in table. Most of the activities are executed by the APCRDA except for trunk infrastructure which will be executed by ADCL.

Table 1. Government Program versus PforR Program by Activity (US\$, JPY millions)

Activities	PforR Program (‘P’)	Government program (‘p’)	PforR Program (‘P’)	Government program (‘p’)
	US\$ Million	US\$ Million	JPY Million	JPY Million
Institutional strengthening and capacity building activities, job skill trainings and social support, and technical assistance to improve governance and service delivery	60	60	9,148	9,148
Program management and operational costs	30	30	4,574	4,574
Climate informed main (Trunk) Infrastructure (including road, water, electricity, drainage, sanitation, flood mitigation works, ICT, walk and cycle paths, and public transport with e-buses and ancillary infrastructure)	884	1,068	134,779	162,833
Neighborhood level Infrastructure (including municipal streets, walk and	476	1,288	72,573	196,375

Activities	PforR Program (‘P’)	Government program (‘p’)	PforR Program (‘P’)	Government program (‘p’)
	US\$ Million	US\$ Million	JPY Million	JPY Million
cycle paths, utility connection, and blue green infrastructure)				
Public buildings in the AGC, including green and resilient government housing apartments	332	1,196	50,618	182,348
Front-end fee	2	2	305	305
Total	1,784	3,644	271,998	555,582

Program Documents

12. The following are the important Program Documents which the auditor needs to familiarize with:

Sr. No	World Bank	ADB
1	Legal Agreements (Loan Agreement and Project Agreement)	Legal Agreements (Loan Agreement and Project Agreement)
2	Program Appraisal Document (PAD)	Program Implementation Document (PID)
3	Integrated Fiduciary Systems Assessment (IFSA)	Program Fiduciary Systems Assessment
4	Program Operations Manual (POM)	Program Expenditure and Financing Assessment
5	Government Orders issued for the Program	Program Results Framework Assessment
6	Disbursement and Financial Information Letter (DFIL)	Program Soundness Assessment

Objective of the audit

13. a) The Banks mandate the adoption of international/national standards for financial reporting and auditing for program parallelly financed by WB/ ADB loans. The proceeds of any loan made, guaranteed, or participated in by Bank should be used only for the purposes for which the loan was granted and comply with financial covenants incorporated in the legal agreements. Banks requires an external independent audit, performed by applying international/national

standards on auditing to obtain reasonable assurance opinion that the proceeds of the WB/ ADB loans were used only for the purposes for which they were approved.

b). SEBI Mandated to provide Quarterly/Half Yearly/Annual financial Statements on entity Financials of APCRDA and to provide Limited review report along with line of Items and Other certifications as required under SEBI (LODR) Regulations.

14. The overall objective of the audit of the Program Financial Statements (PFS) is to enable the auditor to express a professional opinion as to whether:

- a. the PFS present fairly, in all material respects, the sources and applications of program funds for the period under audit examination.
- b. the internal control framework of implementing agencies in regard to Procurement and financial management aspects is duly confirming compliance with the Program Guidelines.
- c. the funds were utilized for the purposes for which they were provided; and
- d. expenditures shown in the PFS are eligible for financing under the relevant loan agreement.

15. In addition, the auditor will express a professional opinion as to whether the books of account that provide the basis for preparation of the PFS are established to reflect the financial transactions of the program and are maintained by the program implementation agency The audit report shall reflect on the systemic issues, robustness of the internal controls and compliance with financing agreements, to enable follow-up action.

Standards

16. The audit will be carried out in accordance with the Auditing Standards promulgated by the Institute of Chartered Accountants of India (ICAI). The auditor should accordingly consider materiality when planning and performing the audit to reduce audit risk to an acceptable level that is consistent with the objective of the audit. Although the responsibility for preventing irregularity, fraud, or the use of loan proceeds for purposes other than as defined in the legal agreement remains with the borrower, the audit should be planned to have a reasonable expectation of detecting material misstatements in the PFS.

II. Scope of Work

17. The audit will be limited only to the Program expenditure and include both APCRDA and ADCL.
18. The audit will be carried out in accordance with the ICAI standards of auditing and will include such tests and controls, as the auditor considers necessary under the circumstances. In conducting the audit special attention shall be paid to the following: -
- a) All externally aided project funds have been used in accordance with the conditions of relevant financing agreements, with due attention to economy and efficiency, and only for the purposes for which the financing was provided.
 - b) Counterpart Funds have been provided by Government of AP are used in accordance with relevant financing agreements, with due attention to economy and efficiency, and only for the purposes for which they were provided;
 - c) The auditors are required to provide an assessment of the adequacy of the program financial management and procurement management systems, including internal controls. This would include level of compliance with established policies, plans and procedures, methods of remedying weak controls or creating controls in areas where they are lacking.
 - d) All necessary supporting documents, records, and accounts have been kept in respect of all program expenditure.
 - e) The program accounts have been prepared in accordance with consistently applied Accounting Standards for local bodies, Generally Accepted Accounting Principles/ Standards issued by ICAI and give a true and fair view of the financial situation of the program at the end of the financial year and the resources and expenditure for the year ended on that date.
 - f) The Auditor should also provide a limited review report along with line of items on quarterly/ Half yearly/Annual financial statements covering entire financial Statements of APCRDA as required under SEBI (LODR) Regulations and Other Certifications as required from time to time.

19. **The auditor would need to examine the following in relation to the Program: -**

- The design, management, and operation of the accounting system and accounting software;
- The delegation of powers at various stages and efficacy of checks and balances.
- The efficiency of the systems of internal control;
- The efficiency of the system of submitting accounts and reimbursement claims to the Government of India (as the case may be) along with their accuracy;
- Examine the adequacy of recording assets and liabilities;
- Examine all the advances that are settled in due time;
- All the audit objections issued in previous years are complied with;

- Bank reconciliations are done on a regular basis;

Program Financial Statements (PFS)

20. The PFS should include-

- a) Statement of Sources and Applications of Funds and schedules
- b) Schedules as required by the agency
- c) Management Assertion: Management should sign the PFS and provide a written acknowledgement of its responsibility for the preparation and fair presentation of the financial statements and an assertion that program funds have been expended in accordance with the intended purposes as reflected in the financial statements
- d) Notes to financial statements and other explanatory notes
- e) List of Claims submitted to and disbursed by each Bank;
- f) Comparison of budget appropriations with actual expenditures; and Statement of advance account (where applicable) reconciled with the bank statement.

Limited Review Report on Quarterly/Half Yearly/Annual Financial Statements

21.) Quarterly/Half yearly/Annual Financial Statements covering entire financials in the format prescribed by SEBI along with limited review report and line of items as required under SEBI (LODR) Regulations

Financial Reports

21. In addition to the audit of the PFS, the auditor is required to audit all claims for achievement of DLIs based on withdrawal applications made during the period under audit examination.
22. The auditor should apply such tests as the auditor considers necessary under the circumstances to satisfy the audit objective. These expenditures should be carefully examined for program eligibility by reference to the relevant financing agreements. Where ineligible expenditures are identified as having been included in withdrawal applications and reimbursed against, these should be separately noted and qualified by the auditor

Audit Report – Deliverables

23. An audit report on the PFS should be prepared in accordance with the Auditing Standards promulgated by ICAI. Those standards require an audit opinion to be rendered related to the financial statements taken as a whole, indicating “unambiguously whether it is unqualified or qualified and, if the latter, whether it is qualified in certain respects or is adverse or a disclaimer of opinion.” In addition, the audit opinion paragraph will specify whether, in the auditor’s opinion, (a) adequate supporting documentation has been maintained for expenditures incurred; and
(b) except for ineligible expenditures as detailed in the audit observations, if any, appended to the audit report, expenditures are eligible for financing under the Loan/Credit Agreement.
24. Apart from the Audit report, the auditor will provide a separate annexure on procurement as per format.

25. Audit should be completed and Financial Audit report and Procurement Audit report should be submitted Quarterly Basis within 30 days from end of quarter and Annual Audit Report with 90 days from end of Financial year.

26. A). The audit report is to be prepared in four parts separately covering Program Financials: -

Sl. No	Particulars
Part –1	Program Audit Report
Part –2	Management letter*
Part -3	Program Financial Statement
Part -4	Procurement and contract management Audit.
Part -5	Schedule of significant accounting policies and notes to accounts

b.) Reporting on Quarterly/Half Yearly/ Annual financial statements along with Limited review report and line of items covering entity financial Statements.

27. Payment will be made on quarterly basis upon submission of Quarterly Reports.

28. The auditor would Certify the entire program expenditure as per the formats agreed with PMU

29. Whether Action taken or not and compliance made or not in terms of the audit report should be clearly stated in the Management letter.

Management letter.

30. This is provided by auditors to communicate deficiencies and weakness in organizational structure and internal control, give recommendations on improving internal control and update the status of implementation of prior period auditor's recommendation. The Observations in the Management Letter must be accompanied by a suggested recommendation from the auditors and Management Comments on the Observations/ Recommendations from the Management.

31. In addition to the audit reports, the auditor should prepare a consolidated "management letter" in which the auditor should summarize the key / material observations, internal control issues reported in the management letter accompanying the audit report:

- Comments and observations on the accounting records, systems and controls that were examined during the audit;
- Specific deficiencies and areas of weakness in systems and controls and make recommendations for their improvement;
- Report on the degree of compliance with the financial/ internal control.
- Communicate matters that have come to attention during the audit which might have a significant impact on the implementation of the program; and

- e) Compliance with covenants in the financing agreement and comments, if any, on internal and external matters affecting such compliance;
- f) Bring to attention any other matter that the auditor considers pertinent.

Access to information, documents, and relevant parties.

32. The executing agency and implementing agency must grant the auditor access to all necessary information for the audit. This includes bank's loan regulations, financial reporting, and auditing policies, the Report and Recommendation of the President, PAD/PID, the relevant legal agreements, disbursement guidelines, and any other relevant
33. . The auditor will receive full cooperation from executing agency/implementing agency employees involved in or related to the PFS. The auditor will also have the right to access banks, depositories, consultants, contractors, and other individuals or entities associated with the Program w.r.t Program Expenditure only.

Availability of Resource at APCRDA Office and indicative cost: -

SI No	Resources	Availability	Qualifications & Experience	Quarterly Fee (INR)	Annual Fee (INR)
1	Qualified CA	1 (Must attend 15 Days Per Month)	CA with 5 years of Post qualification experience (Working experience in World/ADB Bank Funded Project is Mandatory)	1,80,000/-	7,20,000/-
2	Semi Qualified	1 (daily for entire period)	CA (Inter completed), 3-5 years of experience	1,20,000/-	4,80,000/-
	TOTAL INDICATIVE COST (excluding GST)				12,00,000/-

3. INSTRUCTIONS TO BIDDERS

1. PROCEDURE FOR PARTICIPATING IN ON LINE TENDERING.

i. Online Tendering Process :

- a) The tendering process is online at the electronic procurement market place of Government of A.P., that is, 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
- b) The tenderer needs to register on the electronic procurement market place of Government of A.P., that is, 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 tenderers may contact HELP DESK of M/S Vupadhi Techno Services Pvt. Ltd. www.apecurement.gov.in or <https://tender.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.
- xi) The tenderers may contact the Director Accounts, APCRDA for any information on the tender and ‘e’-procurement.

ii. Digital Certificate Authentication:

- i) 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 certificate of the Tenderer will not be accepted on ape-procurement platform. The authorised signatory of the intending tenderer, as per the Power of Attorney (PoA) must have a valid digital signature. The tenderer 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 authorise signatory will not be accepted on the ape-procurement platform. All the tenderers 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 Tenderer:

- i) EMD :** Tenderers are required to pay EMD **Rs. 15,000.00** 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. The EMD can be Paid in shape of online payment in AP-eprocurement portal.

The tenderer 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 Tenderer 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, and Rs. 25,000/- (Rupees Twenty-five thousand only) for works with ECV above Rs.50 Crores, from successful Tenderers on ape-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 ape-Procurement fund in case of works, goods and services with ECV less than and up to Rs.10 lakhs.

iii) Transaction Fee:

Tenderer 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.apeprocurement.gov.in>, the Employer 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 Tendering Documents in accordance with ITB 7. In case of any contradiction, documents obtained directly from the Employer shall prevail.

iv) Bid Security:

- a. The successful tenderer required to furnish Bid Security @ 2% 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.
- b. The BID SECURITY can be PAID in the shape of UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE ON RS.100/- NON-JUDICIAL STAMP

PAPER, VALID FOR 15 Months FROM THE DATE PRESCRIBED FOR conclusion of Agreement payable IN FAVOUR OF Commissioner APCRDA, Lenin Centre, Governorpet, Vijayawada.

- c. The successful Bidder should hand over the original Bank Guarantee towards the Bid Security in the form of BG/DD should be given to the person to the concerned officials on or before the date indicated in the LOA before entering into agreement.

3. Firms Eligible to participate

Eligibility Criteria:

The interested Bidders shall have to comply the following criteria to participate in the tendering process:-

Sl.no	Criteria	Requirement
1	Experience	<p>Firm should have a minimum of 5 years of experience in the areas of accounting, audit and advisory services including</p> <ol style="list-style-type: none"> (1) Experience in the area of audit planning, execution, and reporting. (2) Overall coordination, planning, team leadership, reporting, liaising with client; (3) Report writing and finalization and presentation before review committee; (4) Demonstrated experience as statutory auditor of Govt. establishment / Govt. undertakings, and experience in procurement audit / contract audit etc. (5) Proficiency in English and Telugu Language (speaking) required. <p>Supporting documents required: (Self Certified Copy of Firm Registration certificate issued by ICAI to be submitted.)</p>
2	Partners	<p>Firm should have minimum 5 partners, of which 3 should be FCA's with more than 3 years of association with the firm.</p> <p>Supporting documents required: (Self Certified Copy of Firm Registration certificate issued by ICAI to be submitted.)</p>
3	Head office	<p>The head office/Branch of the firm should be located at Vijayawada / Guntur. (self-certified copy of GST Registration Certificate to be submitted)</p>

4	Functional experience	<p>a. Firm should have performed a statutory audit for at least three financial years out of last 10 FYs of one externally aided project such as World Bank/ ADB in the state of Andhra Pradesh.</p> <p>b. Firm should have performed Statutory Audit of at least 3 state owned PSU's, of having annual turnover of Rs.1000.00 crores or more out of last 5 years.</p> <p>c. Firm should have experience in preparation/Reporting of Ind AS financials of state-owned PSU for 3 years and Firm should have performed physical verification of stocks, stores and fixed assets of state-owned PSU for 3 years out of last 5 years.</p> <p>d. Firm should be empaneled with the C&AG during FY 2022-23, 2023-24 and 2024-25.</p> <p>(Self Certified copies of Work Orders/ Client completion Certificate/ Contract agreement is to be submitted to establish the experience)</p>
5.	Key Professional staff required	<p>a. Qualified CA (1 no.) <u>Qualification and experience required:</u> CA with 5 years of Post qualification experience (Working experience in World Bank/ADB Funded Project is Mandatory)</p> <p>b. Semi Qualified (1 no.) <u>Qualification and experience required:</u> CA (Inter completed), 3-5 years of experience</p> <p>(Self Certified documents in support of qualification and experience along with CV's should be submitted)</p>
6.	Declarations	<p>1) The Bidder should have not been black listed by any Central/State Government Institutions/World Bank/ ADB 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.</p> <p>2) There should be no legal suit/criminal case pending or contemplated against CA firm on the ground of moral turpitude or for violation of any law in force. (Self declaration should be submitted.)</p>

4. Submission of Bids:

- i) The tenderer shall submit their tender online on e-Procurement portal <http://www.apecprocurement.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 tenderer 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-tendering website at the date and time of submission indicated in NIT after which no tender shall be accepted. It shall be the responsibility of the tenderer to ensure that his tender is submitted online on e tendering website before the deadline of submission.
- iii) The tenderer 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.
- iv) Bids shall be valid for a period of (90 days) from the last date of submission of Bids. Before expiry of validity, the authority who called for the Tenders, shall seek for further extension of validity from the Contractors and in case the validity is not extended by any Contractor, his Bid will not be considered after such expiry and his Bid Security shall be returned.

5. Bid opening:

- i) The Technical Bids of all the tenderers 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. Financial Bids of only those tenderers whose submissions are found substantially responsive, technically compliant and meeting the qualification requirements as per provisions of tender documents will be opened.
- iii) The Employer 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) The APCRDA shall carry out the financial and technical bid evaluation solely based on the Uploaded Certificates/documents, Online payment / BG towards EMD in the ape-procurement System and open the Price bids of the responsive bidders.

- ii) The APCRDA will notify the successful bidder for submission of original hard copies of all Uploaded documents, BG towards Bid Security prior to entering into Agreement.
- iii) The successful bidder shall invariably furnish the original BG towards Bid Security, 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. The APCRDA will not take any responsibility for any delay in receipt/ non-receipt of original BG towards BID SECURITY, certificates / documents from the successful bidder before the stipulated time.
- iv) On receipt of documents, the APCRDA shall ensure the genuinity of the BG towards 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, BG towards 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) APCRDA reserve the right to verify the credential submitted by the tenderer at any stage (before or after the award the work). If at any stage, any information/documents submitted by the tenderer is found to be incorrect/ false or fake or have some discrepancy which disqualifies the firm then APCRDA shall take the following action:
 - Disqualify the tenderer from the bidding process and forfeit the entire amount of BID SECURITY submitted by the tenderer.
 - 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 tenderer fails to submit the hard copies of BG for EMD, scanned copy of Transaction Fee, hard copies of uploaded documents for entering into agreement within the stipulated time the tenderer will be suspended and disqualified from participating in the tenders on ‘ape- procurement plat form’ for a period of 12 months from the date of bid submission. The suspension of tenderer shall be automatically enforced by the ape-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 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, excluding GST for total contract period of 12 months, 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 firms quote the same lowest price, the firm with the highest average annual turnover in last three financial years (F.Y. 2021-22 to F.Y. 2023-24) shall be awarded the contract.
- c) Any effort by a firm to influence APCRDA in its decision on bid evaluation or placement of Work Order may result in rejection of the firm's offer.
- d) The decision of the tender inviting authority is final & binding in case of Multiple L1 bids.
- e) Any legal dispute arising out of this is subject to Andhra Pradesh jurisdiction only

9. Timelines:

- a) The Deliverables, as mentioned in the scope, are to be completed on a quarterly basis.

10. Payment & Price Validity:

- a) No price variation would be allowed during the contract period.
- b) Any changes in GST rates or imposition of new tax on this service during the contract period will be borne by the Authority.
- c) TDS under Income tax will be deducted at applicable rates.
- d) 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 Institute will be the final in this regard.

- e) The Service Provider will raise the bill along with Audit Report
- f) The fees should be quoted is inclusive of all other administrative expenditure.

11. Period of Engagement

- a) The engagement shall be for a period of one year i.e. **F.Y. 2025-26**
- b) The contract may be renewed for another 2 or 3 years on yearly basis in the same terms and conditions subject to satisfactory performance of the firm and with the mutual consent of both the parties.
- c) 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 tenderer shall invariably upload the Statement showing the list of documents to be produced in support of their Technical bid.
- b) The tenderer shall sign on the statements, documents, certificates uploaded by him accepting responsibility for their correctness / authenticity.
- c) Submission of Tenders shall be closed on e-tendering website at the date and time of submission indicated in NIT after which no tender shall be accepted. It shall be the responsibility of the tenderer to ensure that his tender is submitted online on e- tendering website before the deadline of submission. APCRDA 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) APCRDA reserves the right to accept or reject any or all tenders without assigning any reasons. No tenderer shall have any cause of action or claim against the APCRDA for rejection of his proposal. APCRDA also reserves the right to call off tender process at any stage without assigning any reason.
- g) The Commissioner, APCRDA is the "Employer". The "Director Accounts"

is Authorized authority to conclude the agreement. Any other details can be had from the office of the Director (Accounts), Vijayawada.

- 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 and no paper publication will be issued.
- i) The tenderer 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. The tenderer 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 tenderer 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 by Bidders may also note that the incomplete bids will not be saved by the system and are not available for the Tender Inviting Authority for processing.

If the successful tenderer 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. Firms Ineligible to bid:

- i) A retired officer of the Govt. of AP or Govt of India executing the works is disqualified from tendering for a period of two years from the date of retirement without the permission of the government.
- ii) The tenderer who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii) The contractor himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor's employment within a period of 2 years from the date of his retirement.
- iv) The contractor 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 Contractor's service.

- v) 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 APCRDA,
- vi) Contractor shall not be eligible to tender 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 contractor shall intimate the names of the persons who are working with him in any capacity or subsequently employed. He shall also furnish a list of Gazetted/ Non-Gazetted State Government employees related to him. Failure to furnish such information, tenderer is liable to be removed from the list of approved contractors and his contract is liable for cancellation.

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 contractor.

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 or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the price schedules attached herewith and are made part of this bid.

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 an advance security and a performance security in the form and amounts 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 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 APCRDA 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 2025

..... (Signature)

In the capacity of

..... (Position)

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

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 there of to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and 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, 2025.

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

Witnesses:

1
2

Accepted

Attorney)

Notarized

Signature, name, designation and address of the

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 notarized 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.

BID DATA SHEET**PROFILE OF THE FIRM:**

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

S. NO	Particulars	Details
01	Name and Address of the Chartered/Cost Accountants Firm	
02	Date of Registration with Institute of Chartered Accountants of India (Self- Attested copy of Registration Certificate issued by Institute of Chartered Accountants of India to be furnished. Ex: Firm Registration Certificate)	Date of Incorporation/ Registration: Date of Opening of Main Office or Branch Office
03	Year of empanelment with Comptroller & Auditor General of India. (Self Attested copy of latest Comptroller & Auditor General of India Empanelment Letter to be attached.)	
04	No. of FCA Partners as on March 31 st , 2025 (Self- Attested copy of latest Constitution Certificate from Institute of Chartered Accountants of India to be furnished.)	
05	Name, Designation, Contact No. and Address of the Contact Person/ Local Representative	
06	<p>Firm must be having a minimum Five years of experience as on 31st March 2025</p> <p>Firm should have performed a statutory audit for at least three financial years out of last 10 FYs of one externally aided project such as World Bank/ ADB in the state of Andhra Pradesh.</p> <p>Firm should have performed Statutory Audit of at least 3 state owned PSU's, of having annual turnover of Rs.1000.00 crores or more out of last 5 years.</p>	<p>Separate Sheet may be attached ,if needed comprising of following details:</p> <ol style="list-style-type: none"> 1. Name of Client 2. Date of Contract 3. Duration of Engagement 4. Contract Value 5. Contract Status (Completed/Ongoing)

	<p>Firm should have experience in preparation/Reporting of Ind AS financials of state-owned PSU for 3 years and Firm should have performed physical verification of stocks, stores and fixed assets of state-owned PSU for 3 years out of last 5 years.</p> <p>Firm should be empaneled with the C&AG during FY 2022-23, 2023-24 and 2024-25.</p> <p>(Self Certified copies of Work Orders/ Client completion Certificate/ Contract agreement is to be submitted to establish the experience)</p>	
07	No. of Staff of the Firm (Self-Attested copy of Documentary evidence in this respect to be furnished.) Upload Form-4b	
08	Date of Registration under Goods & Service Tax Act. (Self-Attested Goods and Service Tax Registration Certificate to be attached.)	
09	Average Annual Income/ Turnover of the Firm for last 3 Financial Years i.e. from 2021-22 to 2023-24 . (Self- Attested copies of Audited Profit & Loss Accounts and Balance Sheets to be attached.	F.Y. Income (Rs. In Lakh)
10	The firm/ partner has not been debarred/blacklisted by any Bank / State Govt. / Central Govt./ State PSU/ CPSU/SEB/ Public Utility as on date. Upload Form-5	
11	There should be no legal suit/criminal case pending or contemplated against CA firm on the ground of moral turpitude or for violation of any law in force. Upload Form-5	
12	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)

Experience Record

All individual 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

Candidates Summary

Position		Candidate Prime
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

DECLARATION OF THE TENDERER

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 CA 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 tenderer.

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) (for total contract period of 12 Months)
01	Audit Fees for the scope of work as per NIT	

The Consolidated Audit fee should be quoted inclusive of all Administrative expenditure.

Total Price Excluding GST for total contract period of 12 months

is Rs.-----

(in words) -----

GST will be paid at the applicable rate.

Note: If there is a discrepancy between words and figures, the amount quoted in e-procurement portal 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 APCRDA 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 APCRDA 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 APCRDA may be taken or executed by the officials specified below;

For the APCRDA: **Director Accounts APCRDA.**

For the Auditors: -----

1.6 Taxes and Duties

The Programme 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 APCRDA 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 Programme 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 fulfill 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 APCRDA

The APCRDA 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 APCRDA 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 APCRDA 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 APCRDA, 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 APCRDA of the benefits of free and open competition.

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

(f) if the APCRDA, 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 APCRDA,

(a) if the APCRDA fails to pay any payment 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 APCRDA 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 APCRDA and shall at all times support and safeguard the APCRDA's legitimate interests in any dealings with other Auditors or third parties.

3.2 Conflict of Interests

3.2.1 I 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 APCRDA's business or operations without the prior written consent of the APCRDA.

3.4 Insurance to be taken out by the Auditors

The Auditor shall take out and maintain, at their own cost but on terms and conditions approved by the APCRDA, insurance against the risks, and for the coverage, the Professional Liability Insurance, with a minimum coverage equal to total contract value for this consultancy for the period of contract at the APCRDA's request, shall provide evidence to the APCRDA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Reporting Obligations

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

3.6 Documents Prepared by the Auditors to be the Property of the APCRDA

All reports, manuals and other documents submitted by the Auditors shall become and remain the property of the APCRDA, and the Auditors shall, not later than upon termination or expiration of this Contract, deliver all such documents to the APCRDA, together with a detailed inventory thereof. The Auditors may retain a copy of such documents. The Auditors shall not use these documents for purposes unrelated to this contract without prior and written approval of the APCRDA.

4. AUDITORS PERSONNEL

4.1 Removal and/or Replacement of Personnel

(a) Except as the APCRDA 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 APCRDA 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 APCRDA's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the APCRDA.

(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 APCRDA

Services and Facilities

The APCRDA 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) APCRDA may advise the firm to disengage any of its staff from service, with 24 hours prior intimation, in case the Competent Authority of APCRDA 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 Authority shall not be responsible for their conduct at any point of time.
- 3) In case of any damage/ pilferage caused to the property of APCRDA 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) APCRDA 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 APCRDA 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 APCRDA as and when sought for.
- 7) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and APCRDA 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 APCRDA proportionate to the extent of default/ non- compliance.
- 9) APCRDA 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) **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, APCRDA 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, APCRDA 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 APCRDA.
- 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 , 2025, between, on the one hand, Capital Region Development Authority (hereinafter called the ("APCRDA")) and, on the other hand, _____ hereinafter called the (" Auditors ").

WHEREAS

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

The Auditors, having represented to the APCRDA 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, , 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 APCRDA and the Auditor shall be as set forth in the Contract, in particular:

(a) The Auditor shall carry out the Services in accordance with the provisions of the Contract; and

(b) The APCRDA shall make payments to the 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 APCRDA
(Authorized Representative)

WITNESS

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