



**ASSAM INDUSTRIAL DEVELOPMENT  
CORPORATION LIMITED**

**(A Government of Assam Undertaking)**

**R.G.Baruah Road, Guwahati-781 024**

**Ph. : 0361-2201215, 2202216, Fax : 0361-2200060**

**NOTICE INVITING TENDER**

**FOR**

**EXPRESSION OF INTEREST FOR APPOINTMENT OF  
INTERNAL AUDITOR OF AIDC LTD.**

**(NIT No. AIDC/ACCOUNTS/2024-25/02)**

**ASSAM INDUSTRIAL DEVELOPMENT CORPORATION LTD.**

**R.G. BARUAH ROAD, GUWAHATI-781024**

**ASSAM INDUSTRIAL DEVELOPMENT  
CORPORATION LIMITED****(A Government of Assam Undertaking)****R.G.Baruah Road, Guwahati-781 024****Ph. : 0361-2201215, 2202216, Fax : 0361-2200060**

CIN: U75112AS1965SGC001246

**Notice Inviting Tender**

Assam Industrial Development Corporation (AIDC) Ltd. (a Govt. of Assam Undertaking), invites Expressions of Interest in sealed envelopes from reputed firms of Chartered Accountants preferably having Head Office at Guwahati, Assam for conducting the Internal Audit of the Corporation for the financial year 2024–25. The Internal Auditor will be initially appointed for one financial year, i.e. 2024–25. On satisfactory performance, it will be renewed annually for another two (2) years; on unsatisfactory performance, the contract may be terminated at any time.

The last date to submit the proposal is 03<sup>rd</sup> August 2024 up to 5.00 PM. Bidders are requested to visit the website regularly for any addendum or corrigendum while submitting the bid.

Managing Director, AIDC Ltd reserves the right to accept or reject any or all Expression of Interest without assigning any reasons and is not bound to award the contract on the basis of the lowest price only. The Corporation reserves the right to modify/alter any terms of the selection process at any point in time. The selection process will be at the Corporation's absolute and sole discretion. No representations/claims will be entertained whatsoever. In case of any dispute, the jurisdiction shall be at Guwahati (Assam).

**Sd/-****Managing Director**

**[A] Schedule of Bidding Process:**

Date of Issue	3 <sup>rd</sup> July 2024
Queries are to be mailed by	Date and Time:10 <sup>th</sup> July 2024 (IST 05:00 PM)
Queries to be mailed to	<b>2023acct.aidc@gmail.com</b>
Queries to be replied to by	25 <sup>th</sup> July 2024.
Last Date and Time for submission of the Technical and Financial Proposal	Date and Time:3 <sup>rd</sup> August 2024 (IST 05:00 PM)
Date and Time of Opening of the Technical Proposals	<b>To be intimated via designated Email provided by Bidder.</b>
Date and Time of Opening of the Financial Proposals	<b>To be intimated via designated Email provided by Bidder.</b>
Address for Bid Submission and Communication	The Managing Director, Assam Industrial Development Corporation Ltd. R.G. Baruah Road, Guwahati-781024 (Assam).
Contact Information	Email: 2023acct.aidc@gmail.com

**CONTENT OF THE BIDDING DOCUMENT:**

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## 1. **Introduction**

This Notice Inviting Tender document has been prepared solely to enable Assam Industrial Development Corporation Ltd (“the Corporation”) to appoint an Internal Auditor to conduct the internal audit of the Accounts of the Corporation for the Financial Year 2024 – 25.

The provision of the services is subject to observance of the selection process and appropriate documentation being agreed between the Corporation and any successful Bidder as identified by the Corporation, after completing the selection process as detailed in this document.

### **A. For Respondent Only**

The NIT document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent” or “Bidder”) and no other person or organization.

### **B. About Assam Industrial Development Corporation Ltd.**

The Assam Industrial Development Corporation Ltd. is a State PSU of Govt. of Assam incorporated in the year 1965 under the Companies Act 1956 with an authorised capital of Rs. 150 Crores and paid-up capital of Rs. 139.21 Crores.

## 2. **Scope of Work**

The Audit will be carried out strictly following the Indian Accounting Standard (IND AS) and the Generally Accepted Accounting Principles (GAAP) and shall include tests and controls, as the auditors feel necessary under the circumstances covering entire business activities and offices of the company. The following areas are given as indicative but not exhaustive and all areas are to be covered: -

### ✓ **Audit to cover all the areas ensuring that:**

- a) Transactions are to be recorded as per the principles of the Generally Accepted Accounting Principles and to be booked to proper accounting heads; ensuring all IND AS is being followed.
- b) Transactions are duly supported by proper supporting documents.
- c) Propriety of the transactions.
- d) Checking the maintenance of books of accounts and records.
- e) Checking the bank reconciliation statements.
- f) Checking of component-wise, category-wise and account-head-wise expenditures.
- g) Checking of investments, short-term deposits etc. made from time to time.
- h) Checking of various taxes/statutory compliance & liabilities (including contingent).
- i) Verification of all vouchers and sheets ensuring, the correct accounting head is being booked.
- j) To prepare the Balance Sheet & Other Financial Statements of the Corporation for the concerned Financial Year as per the IND-AS.
- k) To address & assist on the issues/objections/queries raised by Statutory Auditor(s)/C&AG.
- l) To provide specific advice/guidelines, including updates on Accounting and Taxation matters as and when applicable.
- m) To advise on issues relating to finalisation of Annual Accounts and other Accounting works.

### 3. **Eligibility Criteria for participating in the bidding:**

#### A. **Minimum Requirements:**

- ✓ The Chartered Accountants (CA) Firm that would be selected and entrusted with the work of Internal Audit has to maintain the highest standards of professional competence and ethics.
- ✓ Experience in a similar nature of work should be supported by Work Orders & Certificates issued by the Client(s).
- ✓ There should not be any disciplinary action pending against/have faced any disciplinary action
- ✓ Only the Bidders that fulfil all the eligibility criteria as mentioned above are eligible to participate in this Bid. Proposals of those Bidders, who do not fulfil any of the eligibility criteria, as stated in full, will be summarily be rejected. Bidder fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Corporations' discretion on the matters of 'Eligibility Criteria' is final.

#### **Note:**

- ❖ 'Similar nature of work' means "Rendering Internal Audit Services".
- ❖ For the minimum requirements Table No. 6(A1) at Para 6 may be referred.

#### B. **General Conditions:**

- ✓ Bidders are to submit valid GST Registration No, which shall be supported by a GST Registration Certificate.
- ✓ Bidders are to submit valid PAN details.
- ✓ Bidders must have an office in Guwahati, which can be contacted at any time, whenever required.
- ✓ Bidders are to submit a copy of the Firm's Registration Certificate with the CA Institute.
- ✓ Bidders are to submit details of the engaged partners and the number of Audit staff to be employed in the firm.
- ✓ Bidders are to submit audited Financial Statements (e.g. Balance Sheet, Statement of Profit & Loss, etc.) for the last 03 (three) completed financial years ending on 31<sup>st</sup> March 2023.

### 4. **Instructions to Bidders:**

#### A. **Tender Fees:**

- ✓ **Tender Fee of Rs. 1,000/- (Rupees One Thousand only)** (Non-refundable) shall be required to be deposited by the bidders **in the form of Demand Draft / Bankers Cheque from any Nationalized bank in favour of "Assam Industrial Development Corporation Limited "payable at Bank of Baroda, R.G. Baruah Road Branch, Guwahati (IFSC Code: BARB0VJRGBR)**. However, Bidders having registration under MSME are exempted from payment of Tender Fees as per MSME guidelines.
- ✓ The bidders/s shall bear all the costs associated with the preparation and submission of its bid and the Corporation will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process;
- ✓ The Corporation reserves the sole right to accept or reject any or all proposals thus received without assigning any reasons thereof

- ✓ At any time before the last date and time for submission of bids, the Corporation, may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Corporation. All amendments shall be uploaded on the Corporation's website and will be binding on all who are interested and participated in the bidding.
- ✓ **The Bids must reach the Office of "The Managing Director, Assam Industrial Development Corporation Ltd., R.G. Baruah Road, Guwahati-781024" on or before the due date and time.**

**B. Earnest Money Deposit:**

- ✓ **The bidder shall submit the Earnest Money Deposit of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of a Demand Draft / Banker cheque from any Nationalized bank in favour of "Assam Industrial Development Corporation Limited "payable at Bank of Baroda, R.G. Baruah Road Branch, Guwahati (IFSC Code: **BARB0VJRGBR**). However, Bidders having registration under MSME are exempted from payment of EMD as per MSME guidelines.** No other instrument except a DD/banker cheque will be acceptable.
- ✓ EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity or finalization of the successful Bidder, whichever is later. No interest shall be payable on the EMD.
- ✓ The EMD of the successful bidder shall be retained towards the Security Deposit on acceptance of the Work Order and submission of the Performance Bank Guarantee.
- ✓ The EMD made by the bidder will be forfeited if:
  - ✓ If a bidder makes any statement or encloses any form which turns out to be false/incorrect at any time before the signing of the contract.
  - ✓ If the bidder withdraws/revokes their offer or modifies/changes the same during the validity of the Bid.
  - ✓ Where the bidder being technically qualified, withdraws the bid before the entire commercial evaluation process has been completed.
  - ✓ If the successful bidder fails to sign or accept the Notification of award/ Letter of Acceptance within the specified date. However, AIDC reserves the right to consider at its sole discretion the late acceptance of the Letter of Acceptance by the successful bidder.
  - ✓ Failure to submit the Security Deposit/Performance Guarantee within the stipulated period. In such an instance, AIDC at its discretion may cancel the notification of award to the selected bidder without giving any notice.

**C. Security Deposit / Performance Guarantee:**

The Security Deposit / Performance Guarantee shall be furnished by the successful bidder within 15 (fifteen) days of the issue of Letter of Acceptance for a value of 10% of the Bid Value in a single instalment in the form of Demand Draft from any Nationalized Bank in favour of "Assam Industrial Development Corporation Limited" "payable at Bank of Baroda, R.G. Baruah Road Branch, Guwahati (IFSC Code: **BARB0VJRGBR**) Guwahati. The security deposit/performance guarantee amount will be released 3 months after the successful completion of the assignment without any interest.

AIDC shall be entitled to encash the security deposit/performance guarantee fully or partially

as the case may be, through a notice of 30 days (Encashment Notice) in the event of failure to perform the contract as per the agreement entered into and may cancel the assignment.

#### **D. General Instructions:**

- ✓ The intending Bidder must read the terms and conditions of the tender document carefully. They should only submit their tender if they consider themselves eligible and they have all the documents required. Information and Instructions for Bidders posted on the Website(s) shall form part of the Tender Document.
- ✓ The bidders are advised to submit complete details with their bids as Technical Bid Evaluation will be done based on documents submitted by the bidders along with the bids. The information should be submitted in the prescribed proforma. Bids with incomplete/ ambiguous information will be rejected.
- ✓ The bidders are advised in their interest to submit their bid documents well in advance before the last date/time of submission of bids to avoid problems which the bidders may face in submission at the last moment /during rush hours.
- ✓ Tenders will be opened in the presence of Bidders or their authorized representatives. A maximum of one representative will be permitted to attend the bid opening. Permission for entry to the hall/chamber, where bids are to be opened; will be allowed only with the valid authorisation of the incumbent.
- ✓ If the Bidder is found ineligible after the opening of tenders, his tender shall become invalid and the Tender fees shall be forfeited.
- ✓ Notwithstanding anything stated above, AIDC Ltd. reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, in the overall interest of AIDC Ltd. In case, the Bidder's capabilities and capacities are not found satisfactory, AIDC Ltd. would reserve the right to reject/cancel the tender.
- ✓ The tender documents shall be submitted in a sealed envelope with super-scribing the Name of Work, NIT No & Date, addressed to the Tender Inviting Authority, **The Managing Director, Assam Industrial Development Corporation Ltd., R.G. Baruah Road, Guwahati-781024.**

#### **E. List of Documents to be submitted:**

- a) DD/Bankers Cheque of EMD of Rs.20,000/-.
- b) DD/Bankers Cheque towards the Cost of the Tender Document of Rs.1,000/-.
- c) Unconditional Letter of Acceptance of Tender Conditions. (Annexure – I). (on Letterhead of the Applicant/ Bidder).
- d) General Information of the Bidder. (Annexure-II).
- e) Self-declaration for correctness of documents submitted. (Annexure – VI).
- f) Details of previous Work Experiences (Annexure – III).
- g) Details of Partners & Audit Staff (Annexure – IV).
- h) Power of Attorney/ Authorisation letter in the name of the person authorised for signing/submitting the tender.
- i) Valid GST Registration Certificate (Annexure-VII).



- j) Proof of having an office in Guwahati with contact details (Phone No & Email ID).
- k) Copy of the Firm's Registration Certificate with the CA Institute.
- l) Audited Financial Statements (e.g. Balance Sheet, Statement of Profit & Loss, etc.) for the last 03 (three) completed financial years. Self – Certification as per the format provided at (Annexure – V) should also be provided.
- m) Signed Tender document/ Corrigendum (all pages) by the bidder/ authorized person.

**NOTE:**

- ❖ The documents at sl. No. a, b, c and e (i.e. Tender Fees document, EMD, Unconditional letter of acceptance duly signed on letterhead of Applicant/Bidder, Self-Declaration for the correctness of document/ information) is required to be submitted in original in hard copy within the period of tender submission.
- ❖ In case of non-submission of the Tender Fees document and EMD of the requisite amount and/or Bank Guarantee in the physical form, the bid shall be rejected summarily without seeking any further clarification.
- ❖ An unconditional letter of acceptance duly signed on letterhead in Annexure-I a notarised Affidavit in Annexure-III for the correctness of document/information are mandatory documents and are need to be checked carefully for its correctness before submission of tender. The bid shall be rejected outrightly in case of its non-submission without seeking any further clarification/document. No claim of the bidder whatsoever shall be entertained by AIDC Ltd. in this regard.
- ❖ However, if any of the above documents at sl. no. 'c' and 'e' are submitted along with the bid but are not in the correct format as per NIT, then such bidders will be allowed to submit the revised Unconditional letter of acceptance and/or Affidavit on the current date and the correct format by given 03 (three) working days. If the bidder does not submit the correct documents in 03 (three) working days, the bid will be rejected.
- ❖ The bidders are advised to provide complete details with their bids as Technical Bid Evaluation will be done based on documents provided by the bidders with the bids. Please note no fresh document other than in the form of clarification/revision in respect of an already submitted document shall be accepted after the last date of submission of bids.
- ❖ The information should be submitted in the prescribed proforma. Bids with Incomplete /Ambiguous information are liable to be rejected.
- ❖ AIDC Ltd. reserves the right to reject any or all tenders or cancel/withdraw the invitation for bid without assigning any reasons whatsoever thereof. AIDC Ltd. does not bind itself to accept the lowest tender. The AIDC Ltd. reserves the right to award the work to a single party or to split the work amongst two or more parties as deemed necessary without assigning any reason thereof. The contractor is bound to accept the portion of work as offered by AIDC Ltd. after splitting up at the quoted/ negotiated rates. No claim of the contractor whatsoever shall be entertained by AIDC Ltd. on this account.

**5. Audit Fees & Payment:**

- ✓ The total estimated professional fees to be paid per quarter is Rs. 90,000.00 (Rupees Ninety Thousand only) i.e. Rs. 3,60,000.00 (Rupees Three lakh sixty thousand only) per annum. Deviation up to 5% only on either side is allowed.
- ✓ No out-of-pocket expenses or other costs, shall be borne by the Corporation except the professional fees.

- ✓ Payment will be made on a quarterly audit basis on submission of the internal audit report for the Quarter. However, the audit fees for the final quarter shall be paid only after the approval of the Statutory Auditor's Report of that particular Financial Year by the Board of Directors.

#### 6. Procedure for Selection of Bidders.

The proposal for conducting the Internal Audit of the Corporation will be reviewed by a committee and the same will be scored based on the technical capabilities and credentials of the bidder. The final selection of the bidder will be done based on a combined matrix of Technical and Financial scores followed by a Presentation on the Work Approach of the Bidder. Only the top 3 (three) scorers, after the Techno-Commercial Score shall be called for the Presentation. The decision of the committee on the matter of selection will be final and binding on all.

#### A. Stage 1 – Evaluation of Technical Bid:

The Technical Bid will be evaluated as per the parameters mentioned in the following table:

**TABLE 6(A1)**

Sl no.	Particulars	Minimum Requirements	Basis of Mark Allocation	Marks Allocable	Marks
1.	Year of Incorporation	10 years	No of years since incorporation	01 marks per year	Min Marks – 10 Max Marks – 15
2.	No. of Partners	2 persons	FCA	3 marks/person	Max Marks – 15
			ACA	2.5 marks/person	
3.	No. of Audit Staff (Other than Partners)	5 persons	CA -Inter	1 mark/person	Max Marks – 15
			Others (B. Com/ M. Com)	0.5 mark/person	
4.	Experience of PSU Internal/Statutory Audit in the last 10 years**	1 PSUs	No. of PSUs	2 marks per PSU	Max Marks – 20
5.	Local Presence within Guwahati	Should have at least a Branch Office in Guwahati	Type of Office within Guwahati	Head Office - 15 marks Br. Office - 10 marks	Max Marks – 15
6.	Turnover of the Firm	Rs. 20 lakhs ("T" means Turnover)	Up to 20 lakh	Nil	Max Marks - 20
			20 lakh<T<35 lakh	4	
			35 lakh<T<50 lakh	8	
			50 lakh<T<65 lakh	12	
			65 lakh<T<80 lakh	16	
			80 lakh<T	20	

**\*\*Note: Experience of Audit in a PSU for more than a year shall be considered as "One PSU Experience".**

- The Corporation will set up an Evaluation Committee for the evaluation of the Technical Bids submitted by the bidders.
- The Evaluation Committee shall evaluate the Technical Proposals based on their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder, concerning evaluation/selection criteria demonstrating its technical capabilities and competence.
- Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the NIT or if it fails to achieve the minimum qualifying score of **60 Marks**. The Technical proposals which are unsigned and incomplete shall not be evaluated.
- **The financial bid will be opened only for those bidders who will score a minimum of 60 Marks out of 100 as per the parameters as mentioned in the above Table.**
- Applicants are required to provide supporting documents like work orders, completion certificates, details of their offices/ representatives at various locations, Audited balance sheets, Profit & Loss Statement clearly indicating the revenue from the relevant line of business, and Turnover Certificate in support of their submission for technical evaluation.
- All the documents are required to be signed by the authorized signatory.

#### **B. Stage 2 – Evaluation of Financial Bid:**

**Financial proposals of only those bidders will be evaluated, who secure a minimum of 60% score in the technical evaluation.** The committee can lower this minimum score to ensure that at least two bidders qualify for the financial bid.

The Financial Proposal should contain the offer including the professional fee excluding GST. GST or any other taxes as applicable will be separately paid by the Corporation at the prevailing rate. The Corporation at any point in time for reasons whatsoever is not responsible for any assumptions made by the Firm. The Corporation at a later date will not accept any plea of the Firm or changes in the commercial offer for any such assumptions.

Financial Proposals shall be opened in the presence of the technically qualified bidders' representatives who choose to attend. The name of the bidders whose technical proposal is found responsive (i.e., identified minimum score) shall be read out. Bidder's attendance at the opening of Financial Proposals is optional but it shall be recorded and signed by all present.

The Financial Proposal should not have any deviations, restrictive statements, etc. therein. Otherwise, such Proposals are liable to be rejected at the sole discretion of the Corporation.

#### **C. Stage 3 – Quality Cost-Based Selection and Presentation:**

**The evaluation will be a Quality and Cost Based Selection (QCBS) and for this purpose, the technical evaluation will have 70% weightage and the Commercial/ Financial evaluation will have 30% weightage.** These weightages shall be taken into consideration for arriving at the Successful Bidder.

**The Proposal of only the top 3 (three) bidders, after the Techno-Commercial Score shall be called for the Presentation (which shall carry 10 Marks).**

To assist in the scrutiny, evaluation and comparison of offers, the Corporation may, at its discretion, ask some or all Applicants for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. The Managing Director of the Corporation will be the final authority in case any

interpretation of any clause of the NIT is required and his decision in this regard shall be final.

## 7. The Corporation reserves the right to:

Accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Corporation shall be final and binding on all the applicants to this document and the Corporation will not entertain any correspondence in this regard. The Corporation at its discretion may reject the proposal of the Applicant, without giving any reason whatsoever, if in the Corporation's opinion, the Applicant could not present or demonstrate the proposed solution as described in the proposal.

## 8. COMBINED TECHNO-COMMERCIAL SCORING CRITERIA.

The combined score shall be obtained by weighing the technical and financial scores in the ratio of 70:30 and adding them up. The evaluation methodologies vis-à-vis the weightages are as follows:

The Score will be calculated for all eligible and technically qualified Bidders based on the following formula:

$$S = (T/T \text{ High} \times 70) + (C \text{ Low}/C \times 30)$$

where:

S = Score of the Bidder

T = Technical score of the Bidder

T High = Highest Technical Score amongst the bidders

C = Quote as provided by the Bidder

C Low = Lowest Quote amongst the Bidders

Based on the combined weighted score for technical and financial, the bidder shall be ranked in terms of the total score obtained. The proposal receiving the highest combined score in evaluation will be ranked as H-1 followed by the proposals securing lesser scores as H2, H3, etc. **The bidder securing the highest combined score (after including the Presentation Score) will be considered for awarding the contract in terms of this NIT.**

Sr. No.	Bidding Firm	Technical Evaluation marks (T)	Fees Quoted (Rs. in lakhs)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	95	1.50	$95/95 \times 70 = 70.00$	$1.00/1.50 \times 30 = 19.99$	$70 + 19.99 = 89.99$
2	B	85	1.25	$85/95 \times 70 = 62.63$	$1.00/1.25 \times 30 = 24.00$	$62.63 + 24 = 86.63$
3	C	90	1.00	$90/95 \times 70 = 66.31$	$1.00/1.00 \times 30 = 30.00$	$66.31 + 30 = 96.31$

In the above example, Bidders/Group C with the highest score becomes the successful

Bidders/Groups.

In case the highest combined score is equal, the Bidders/Groups with the highest Commercial Score among them, as may be decided by the Corporation at its sole discretion, will be declared as the successful Bidders/Groups.

The financial proposals submitted by the bidders should strictly conform to the format stipulated in this NIT. Financial proposals submitted in any other format will be summarily be rejected.

The Corporation will not provide any facilities such as local conveyance, office space, office machines, secretarial assistance, utilities, local services, etc. for carrying out any activities in connectionwith this assignment.

## **9. OTHER TERMS:**

**9.1** Corporation reserves the right to accept or reject any application/proposal/Bid without assigning any reason thereof. In case of doubt, decisions of the Technical Evaluation/ Selection Committee shall be final. It may be noted that the Corporation shall not pay any amount or expenses or charges or fees or any kind of travelling–expenses or boarding – expenses or lodging expenses or conveyance expenses or out-of-pocket expenses; other than the fees as per the final price of the successful applicant at the time of Commercial bidding.

### **9.2 Format for Proposal Submission:**

TWO SEPARATE sealed envelopes containing the Technical Proposal and Financial Proposal must be placed in a single sealed envelope super-scribed as “Selection of Bidder for carryingout valuation of the unquoted equity investment of AIDC Ltd.” as under:

#### **ENVELOPE 1: containing the Technical Proposal**

The Technical Proposal should be in a sealed envelope super-scribed as “TECHNICAL PROPOSAL”.

SUBMITTED BY .....’ (NAME OF BIDDER)

The Technical Bid shall be submitted in the format as prescribed at the ANNEXURES along with the supporting documents.

Along with the Technical Bid, the bidders are required to provide a Demand Draft in respect of EMD money, Tender fees, a copy of the Bidder Registration Certificate, GST Registration Certificate, PAN Card, and detailed profile of the Firm as prescribed along with the self-declarations, Copy of the work orders, Completion certificates, Details of its offices/ representatives at various locations, Audited balance sheets, Profit & Loss account, Turnover Certificate etc. and all other supporting documents as required as per terms of the NIT in support of their submission for technical bids.

All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Firm.

#### **ENVELOPE 2: containing the Financial Proposal**

The Financial Proposal should be submitted in a sealed envelope super-scribed as “FINANCIAL PROPOSAL”.

**Financial Proposal shall be submitted as per the format prescribed below wherein the Bidder should submit Commercial bids on a fixed cost basis (exclusive of GST).**

**Format for the Financial Proposal:**

<b>Fees Quote in Rupees – exclusive of GST)</b>	
Fee in figures	
Fee in words	

### 9.3 Respondent's Obligation to Inform Itself

The Respondent must apply its own care and conduct, its own investigation and analysis regarding any information contained in the NIT document and the meaning and impact of that information.

#### ✓ Acceptance of Terms

A Respondent will, by responding to the Corporation's NIT document, be deemed to have accepted the terms as stated in this NIT document. Each Bidder should notify the Corporation of any error, fault, omission, or discrepancy found in this NIT document not later than the Pre-Bid query replied to by the Corporation.

The Corporation expects the Bidders/Groups to adhere to the terms of this NIT document unless agreed to specifically by the Corporation in writing for any changes to the NIT document issued, the Bidders/Groups' responses would not be incorporated automatically in the NIT document.

✓ **NIT Validity period:** NIT responses must remain valid and open for evaluation according to their terms for at least 6 months from the NIT opening date.

#### ✓ Requests for Information

All queries/clarifications requested in respect of the NIT must be addressed in the following format via mail [2023acct.aidc@gmail.com](mailto:2023acct.aidc@gmail.com).

Queries and any kind of communication should be addressed from the designated email ID provided by the Bidder in Section I.

Sr. No.	Original clause in NIT which clarification required.	Specific query by the Bidders/Groups for which clarification required	Corporation's clarification

The Respondent must communicate the same in writing in the mail on or before last date of receiving the request for clarification as per the details given in the NIT. The Corporation will try to reply, without any obligation in respect thereof, to every reasonable query raised by the Respondents in the manner specified. However, the Corporation will not answer any communication initiated by the Respondents later than the date, as mentioned in the schedule of the bidding process.

However, the Corporation may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the NIT closes and all such information and material provided must be taken to form part of that Respondent's response.

Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If Corporation in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question,

then Corporation reserves the right to communicate such response to all Respondents.

✓ **Disqualification**

Any form of canvassing/lobbying/influence/query regarding shortlisting, status etc. will be a disqualification.

Please note that in the following cases, the Corporation in its absolute discretion may reject the Proposals received from the Bidders/Groups:

- a) Submission of Proposal after the Time stipulated in this NIT Document.
- b) Misleading/ incomplete information/ submission of improper/ incomplete documentation. Proposal submission without the Respondent's name
- c) Price information in any other place than the 'Financial Proposal envelope'
- d) Envelopes are not in order as directed in this document
- e) Proposals submitted with conditions/ any stipulation.

**9.4 Subcontracting:**

The bid document is not transferable. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under this assignment without the prior written consent of the Corporation.

**9.5 Indemnity**

- ✓ The Bidders/Groups shall indemnify the Corporation, and shall always keep indemnified and hold the Corporation, its employees, personnel, officers, and directors, (hereinafter collectively referred to as "Personnel") harmless from and against any losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Corporation due to the services described herein.
- ✓ Without prejudice to the above, in the event of successful Bidders/Groups not fulfilling their obligations within the period specified in the notice issued by the Corporation, without prejudice to all other remedies available under law, the Corporation will also have the right to recover the amounts due to it under this provision from any amount payable to the Bidders/Groups under this assignment.
- ✓ The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this NIT/ Other documents.

**9.6 Termination:**

The corporation shall have the option to terminate/cancel this NIT at any stage without any prior notice and without assigning any reason. In the following events, the Corporation shall terminate this assignment or cancel any particular order if Bidders/Groups:

- a) Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after the Corporation gives written notice; or failure by Bidders/Groups to provide Corporation, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Corporation, Or the progress regarding the execution of the contract/ services rendered by the Service Provider / Bidders/Groups is not as per the prescribed timeline, and found to be unsatisfactory.

- b) Supply of substandard services;
- c) delay in delivery of services.

### **9.7 Force Majeure**

The Bidders/Groups shall not be liable for forfeiture of its performance security, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidders/Groups and not involving the Bidders/Groups' fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of the Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidders/Groups shall promptly notify the Corporation in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Corporation in writing, the Bidders/Groups shall continue to perform Bidders/Groups' obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Corporation and Bidders/Groups shall hold consultations in an endeavour to find a solution to the problem.

### **9.8 Non-Disclosure Agreement**

The selected Bidders/Groups shall execute a Non-Disclosure Agreement (NDA) before parting any information.

All the expenses related to the execution of the document such as the applicable stamp duty and registration charges, if any, shall be borne by the Bidders/Groups.

### **9.9 Dispute Resolution**

The Corporation and the Bidders/Groups shall make every effort to resolve amicably, with mutual understanding any disagreement or dispute arising between them under or in connection with the contract.

If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidders/Groups and Corporation, the Corporation and the Bidders/Groups have been unable to resolve the contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

### **9.10 Governing Laws**

This NIT and the subsequent contract shall be governed, construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Guwahati shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.



### **9.11. The Corporation reserves the right to:**

Reject any and all responses received in response to the NIT, waive or change any formalities, irregularities or inconsistencies in proposal format delivery, extend the time for submission of all proposals, select the most responsive Bidders/Groups (in case no Bidders/Groups satisfies the eligibility criteria in totality), select the next most responsive Bidders/Groups if negotiations with the Bidders/Groups of choice fail to result in an agreement within a specified time frame, share the information/ clarifications provided in response to NIT by any Bidders/Groups, with any other Bidders/Groups (s) /others, in any form, cancel the NIT at any stage, without assigning any reason whatsoever, Change the time schedule of the NIT for inviting the proposals or evaluation thereof, modify the quantity or any specifications related to eligibility or technicalities.

No obligation to accept the lowest or any other offer received in response to the NIT and shall be entitled to reject any or all of the offers. The corporation has full rights to reissue the NIT for any reasons felt necessary by the Corporation. The Corporation's decision in this regard shall be final, conclusive and binding upon the Bidders/Groups.

### **9.12 No liability**

All employees engaged by the Service Provider / Bidders/ Groups shall be in sole employment of the Service Provider / Bidders/Groups and the Service Provider / Bidders/Groups shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall AIDC Ltd. be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider / Bidders/Groups.

Under no circumstances AIDC Ltd. shall be liable to the Service Provider / Bidders/Groups for direct, indirect, incidental, consequential, special or exemplary damages arising from the termination of this Agreement, even if the Corporation has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business

This NIT is not an offer but an invitation for response to the scope of work as contained in this NIT. No contractual obligation on behalf of the Corporation whatsoever shall arise from this NIT unless and until formal engagement/ appointment is conveyed in writing by duly authorized officers of the Corporation

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts.

### **9.13 No Legal Relationship**

No binding legal relationship will exist between any of the Bidders and the Corporation until execution of a contractual agreement to the full satisfaction of the Corporation.

### **9.14 Recipient Obligation to Inform Itself**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the NIT document and the meaning and impact of that information.

## 9.15 Confidentiality

All CORPORATION's product and process details, documents, data, applications, software, systems, papers, statements and business/customer information which may be communicated to or come to the knowledge of the bidder or its employees during the course of discharging their obligations shall be treated as absolutely confidential and the bidder irrevocably agrees and undertakes and ensures that the bidder and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without the prior written permission of CORPORATION nor shall use or allow to be used any information other than as may be necessary for the due performance by the bidder of its obligations hereunder. The bidder hereby specifically agrees to indemnify and keep CORPORATION indemnified safe and harmless at all times against all or any consequences arising out of any breach of this confidentiality undertaking by the bidder and/or its employees and shall immediately reimburse and pay to CORPORATION on demand all damages, loss, cost, expenses or any charges that CORPORATION may sustain suffer, incur or pay in connection therewith.

The bidder shall not make or retain any copies or record of any Confidential Information submitted by CORPORATION other than as may be required for the performance of the bidder's obligation under this Agreement.

The bidder shall notify CORPORATION promptly of any unauthorized or improper use or disclosure of the Confidential Information. Also, so far as it is practicable the bidder shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by the bidder or its affiliates.

The bidder shall return all the Confidential Information that is in its custody, upon termination/expiry of this Agreement.

The bidder hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of this Agreement or disclose the information submitted by CORPORATION under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing its any obligations under this Agreement.

It shall be the incumbent duty of the bidder to undertake not to disclose any business-related information of CORPORATION to any third person and the bidder shall keep all knowledge of the business activities and affairs of CORPORATION strictly confidential and also to ensure that neither the bidder nor any of its officers, employees directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of CORPORATION.

However, the confidential information will not be limited to the information mentioned above but not include the following as confidential information:

The bidder agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.

Notwithstanding the above, the Corporation shall take all reasonable care to protect all the confidential information of the bidder delivered to CORPORATION while performing the services.

The provisions of this Clause shall survive the termination of this Agreement.

## 9.16 Inspection of Records

All Bidder records with respect to any matters covered by this NIT shall be made available to internal or external auditors and or inspecting officials of the Corporation and/or any regulatory authority, at any time during normal business hours, as often as the Corporation deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

## 9.17 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Corporation and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.

## 9.18 Compliance with laws

**i) Compliance with all applicable laws:** The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Corporation about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this NIT and shall indemnify, keep indemnified, hold harmless, defend and protect the Corporation and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

**ii) Compliance in obtaining approvals/permissions/licenses:** The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this assignment or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the contract, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Corporation and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Corporation will give notice of any such claim or demand of liability within a reasonable time to the Bidder.

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various Regulatory, Statutory and Government authorities in respect of Data Privacy and especially the guidelines issued by RBI with respect to outsourcing and protection of SPDI (sensitive personal data or information) as per IT (Amendment) Act 2008, including the provisions of the Information Technology Act, 2000 and the rules/regulations framed thereunder, such as the Information Technology (reasonable security practices and procedures and sensitive personal data or information) Rules, 2011;

### **9.19 Assignment**

Neither the NIT/subsequent contract nor any rights granted under the contract shall be sold, leased, assigned or otherwise transferred, in whole or in part, by the selected service provider, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Corporation.

### **9.20 Grievance Redressal**

Any Bidder who claims to have a grievance against a decision or action with regard to the provisions of this NIT may file a request to the Managing Director through a formal letter. It may please be noted that the grievance can be filed by only that Bidder who has participated in procurement proceedings in accordance with the provisions of this NIT.

### **9.21 Disclaimer:**

Subject to any law to the contrary, and to the maximum extent permitted by law, the Corporation and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this NIT document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Corporation or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

**Annexure-I****ACCEPTANCE OF TENDER CONDITIONS**

From: (To be submitted in ORIGINAL on the letterhead of the company by the authorized officer having power of attorney/ as per Board Resolution)

Assam Industrial Dev. Corp. Ltd.,  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Appointment of Internal Auditor for the FY 2024-25**

**NIT No.: NIT No. AIDC/ACCOUNTS/2024-25/02**

Sir,

- a) This has reference to the above referred tender. I/We have read/viewed all the terms & conditions and are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- b) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- c) Should this tender be accepted, I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay AIDC LTD., or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

Yours faithfully,

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**

**ANNEXURE-II****GENERAL INFORMATION FOR BIDDER**

<b>Sl. No.</b>	<b>Particulars</b>	<b>To be filled in by the bidder</b>
1.	Name of the Bidder	
2	Details of Tender Fee (DD to be enclosed)	
3	Details of EMD money (DD to be enclosed)	
4	Date of Registration as a Bidder	
5	Registration No. and other details of registration. (Copy to be enclosed)	
6	Detailed office address with office Telephone Number, Mobile Number, E-mail and name of the contact person	
7	Whether registered with and holding a license from all concerned Government Authorities. (Copies of all certificates of registration/license are to be enclosed, as applicable)	
8	PAN/GST Number(Copy to be enclosed)	
9	Whether the firm is blacklisted by any Government, Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard.)	

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**

**ANNEXURE-III****Details of Assignments/Work Done as of 31<sup>st</sup> March 2023**

<b>S. No</b>	<b>Name and Address of the Organisation</b>	<b>Type of Organization (Central/ State Govt. Department /Board /Corporation/ Autonomous Body /Bank/ Public Company/ Private Company)</b>	<b>Details of the Assignment</b>	<b>Work Order No.</b>	<b>Work Order Value (in Rs.)</b>	<b>Proof Attached at Page No.</b>

N.B.: - (1) Experience particulars are preferably to be shown in chronological order from the date of establishment of business up to 31.03.2023.

(2) If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**

**Annexure – IV****Detailed Profile of Professional Staff (who shall be considered during Evaluation) working with the Bidder (individual) / Bidding Firm/ Company.**

S. No	Name of Employee/ Professional Staff (Full-time)	Designation (Partner/ Staff)	Educational Qualification & Year of Passing	Work Experience Details	Self-declaration as in Section VI for the concerned employee.

**N.B.:** - If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached.

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**



**Annexure – V****CERTIFICATE REGARDING TURN-OVER OF BIDDER'S DURING THE LAST THREE FINANCIAL YEARS**

I/ We, M/s \_\_\_\_\_ the bidder for providing Internal Audit Services, hereby confirm that the average annual turnover of the firm/company during the last three financial years, i.e. 2020-21, 2021-22 and 2022-23 is **(disclose the amount in figures and words)**. The financial year-wise break-up is given below:

<b>Sl No.</b>	<b>Financial Year</b>	<b>Annual Turnover for the Year</b>
1.		
2.		
3.		
<b>Total</b>		
<b>Average Turnover of the last 3 FYs</b>		

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**

**ANNEXURE – VI****SELF-DECLARATION OF THE FIRM/BIDDER**

I/ We, M/s \_\_\_\_\_ the bidder, hereby confirm that the Firm/Bidder has not been blacklisted/faced any disciplinary action by any Authority/Statutory Institution/any Courts/under any laws within India. Further, the details submitted are true and have been supplied with supporting evidential documents.

The above declaration is true to the best of my/our knowledge and belief and I/we shall be responsible for it in future.

**SIGNATURE OF THE BIDDER WITH DATE & SEAL**

**NB: The bidder should disclose any kind of disciplinary action against it by any Statutory Authority/Court/Competent Institution whatsoever (if there is any). Any non-disclosure which is found at a later stage; shall be construed as “Willful Concealment of Information by the Bidder”.**

**ANNEXURE – VII****GST REGISTRATION DETAILS OF THE FIRM/BIDDER**

<b>GST Registration Details of Bidder</b>	
Name	
Address (As per registration with GST Department)	
City	
Postal Code	
Region/State (Complete State Name)	
Permanent Account Number	
GSTIN ID/Provisional ID No.: (copy of Acknowledgement required)	
Type of Business (As per registration with GST)	
Service Accounting Code/HSN Code:	
Contact Person	
Phone Number and Mobile Number	
Email ID	
Compliance Rating (if updated by GSTN)	

**Signature of Bidder with Seal**