



Short Tender
For
Inviting Bids
For
Outsourcing of Internal Audit of
Accounts of
Assam State Transport Corporation
(ASTC)

Government of Assam

Ref No: ASTC/HO/ACCOUNTS/OIA/0763

dt. 04.02.2021

Disclaimer

The information contained in this Short Tender (ST) document or information provided subsequently to Bidder or applicants in documentary form by or on behalf Assam State transport Corporation (ASTC), is provided to the Bidder on the terms and conditions set out in this ST document and all other terms and conditions subject to which such information is provided. This ST document is not an agreement and is not an offer or invitation by ASTC to any party other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this ST document is to provide Bidder with information to assist the formulation of their proposals. This ST document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this ST document and where necessary obtain independent advice. ASTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this ST document. ASTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this ST document. Though adequate care has been taken in the preparation of this Short tender Document (ST document), the Bidder should satisfy them that the Document is complete in all respects.

ASTC nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this ST document. ASTC reserves the right, without any obligation or liability, to accept or reject any or the entire ST document, at any stage of the process, to cancel or modify the process, or any part thereof, or to vary any of the terms and conditions, at any time, without assigning any reason whatsoever. ASTC reserves the right to modify or amend or add to any or all of the provisions of this ST document or cancel the present Invitation and call for fresh Invitations without assigning any reasons thereof. ASTC nor their employees will have any liability in case of non-receipt of any correspondence from them to the bidders due to the postal delays. Notice inviting Technical and Financial Bids will be advertised together with this detailed ST document being downloadable from the ASTC website.

Contents

1. BACKGROUND	4
2. FACTSHEET OF THIS SHORT TENDER (ST) PROCESS	4
3. SCOPE OF WORK	5
4. EMD AND FEES	7
5. OTHER CONDITIONS	7
6. ELIGIBILITY AND EVALUATION CRITERIA	10
7. EVALUATION PROCESS	12
8. AWARD OF CONTRACT	12
9. SINGNING OF CONTRACT	12
10. INSTRUCTION TO BIDDERS	13
Annexure-I	14
Annexure-II	15

TERMS OF REFERENCE FOR OUTSOURCING OF INTERNAL AUDIT

1. BACKGROUND

Assam State Transport Corporation (“ASTC”), the State-owned road transport corporation of Assam, invites responses (“Bids”) to this Short Tender (ST) from highly reputed Chartered Accountants (CA) or Cost Accountant Firms(CMA) (“Bidders”) having Head Office at Guwahati for the provision of service of “Internal Audit of Accounts of Assam State Transport Corporation” for the financial years **2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20** .

2. FACTSHEET OF THIS SHORT TENDER (ST) PROCESS

(a)	Bids are invited from eligible, reputed, qualified Bidders with sound technical and financial capabilities for the scope as detailed out in the “Scope of Work” section of this ST. The detailed Tender Documents will be available in the “Tenders” section of ASTC’s official website https://astc.assam.gov.in/										
(b)	Along with the Bid, Bidders are required to deposit an amount of INR 1 Lakh (Rupees One Lakh) as Earnest Money Deposit (“EMD”) by means of either (i) Demand draft in favour of Assam State Transport Corporation and payable at Guwahati from any Scheduled commercial bank, or (ii) Bank guarantee for the period of Bid Validity in the format prescribed at Annexure-I.										
(c)	<p>The Bidder shall pay an amount of INR 1,000 as ST document fees to following bank account number of ASTC:</p> <table border="1" data-bbox="212 1048 1228 1400"> <thead> <tr> <th colspan="2" data-bbox="212 1048 1228 1111">ASTC Bank Account Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="212 1111 667 1173">Name of Bank:</td> <td data-bbox="667 1111 1228 1173">State Bank of India</td> </tr> <tr> <td data-bbox="212 1173 667 1272">Name of Payee:</td> <td data-bbox="667 1173 1228 1272">Assam State Transport Corporation</td> </tr> <tr> <td data-bbox="212 1272 667 1335">Account Number:</td> <td data-bbox="667 1272 1228 1335">10281982321</td> </tr> <tr> <td data-bbox="212 1335 667 1400">IFSC Code:</td> <td data-bbox="667 1335 1228 1400">SBIN0001244</td> </tr> </tbody> </table> <p>Snapshot of proof of ST document fees payment should be enclosed with the Technical Proposal.</p>	ASTC Bank Account Details		Name of Bank:	State Bank of India	Name of Payee:	Assam State Transport Corporation	Account Number:	10281982321	IFSC Code:	SBIN0001244
ASTC Bank Account Details											
Name of Bank:	State Bank of India										
Name of Payee:	Assam State Transport Corporation										
Account Number:	10281982321										
IFSC Code:	SBIN0001244										
(d)	The eligibility criteria for Bidders are mentioned in the “Eligibility and Evaluation Criteria” section of this ST.										
(e)	The Bidder shall be selected on Quality and Cost based Selection (QCBS) method with 85:15 weightage. The technical proposals will be allotted weightage of 85% (while the financial proposals will be allotted weightage of 15%.										
(f)	On receipt of a Letter of Acceptance (“LoA”) from ASTC, the successful Bidder will have to deposit a Performance Security Deposit of 10% of the cost of the total cost of the work on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoA, unless specified to the contrary by way of a demand draft.										
(g)	The name, address, and telephone numbers of the nodal officer is: Shri Anand Prakash Tiwari, IPS, Managing Director,										

	Assam State Transport Corporation, Paltan Bazaar, Guwahati-781008 Phone: 0361-2739552 Email: astc2009@gmail.com	
(h)	Important Dates to be reckoned:	
	Date of issue of ST	06 th February 2021
	Last Date for Submission of ST document	15 th February 2021 and 12:00 PM
	Opening Date and Time of ST Bidder	15 th February 2021 and 1.00pm

3. SCOPE OF WORK

The Internal Audit service is responsible for providing an independent audit of the entire project and operational activities, financial or otherwise. It should provide a service to the whole organization, including all the levels of management. It is not an extension of, nor a substitute for, good management, although it can have a role in advising management. The Internal Audit service in ASTC will be responsible for evaluation and reporting to the Managing Director through the Chief Accounts Officer of the Corporation thereby providing assurance on the arrangements for risk management, control, governance & quality of data. Based on above, ASTC invites tenders from CA/CMA audit firms to conduct risk based assessment, identifying the potential risk areas and for a period of 7 financial years starting from 2013-14 to 2019-20.

The Internal Audit Service will consider the adequacy of controls, necessary to secure propriety, economy, efficiency and effectiveness in all areas. It will seek to confirm that management have taken the necessary steps to achieve these objectives and manage the associated risks. The scope of Internal Audit work should cover all project, operational and management control and should not be restricted to the audit of systems and controls necessary to form an opinion on the financial statements. The audit will be carried out in accordance with the relevant standards of auditing, and will include such tests and controls as the auditor considers necessary under the circumstances. The scope & responsibilities of the Internal Audit function includes the following:

1. To monitor the achievement of organizational objectives.
2. To identify, assess and suggest to manage risks to those objectives.
3. To advise on, formulate and evaluate policy within the responsibilities of the Board of Directors.
4. To ensure compliance with manuals, policies, delegation of powers, laws and regulations including all statutory requirements.
5. To ascertain the integrity and reliability of financial and other information provided to management and stakeholders, including that used in decision making.
6. To review the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts;
7. Verify that the system of internal check is effective in design and operation in order to ensure the prevention of and early detection of defalcations, frauds, misappropriations and misapplications;
8. Identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures;
9. To ensure that capitalization of assets is done accurately.

10. To provide all requisite information and support for implementation of suitable ERP system and also to ensure adequate controls are developed within the ERP system to be procured to serve the above objectives.
11. To ensure adequacy of various reporting systems in the Company and advice suitable modifications to the Management.

This assignment of Internal Audit will be done on a full-time basis by at least one qualified Chartered / Cost Accountant being a partner of the Audit Firm along with minimum 4 personnel.

- i) To verify the entire accounting process during the period of audit and comment on the adequacy, accuracy and reliability of the annual financial statements so prepared describing the reasons thereof.
- ii) To verify the reporting system of work-in-progress and capitalization of assets (whether civil works or others) with reference to field records such as Interim payment certificates and certification of progress issued by the executive, quantum of work-in-progress so recorded compared with work orders/ contracts and subsequent approvals for variations and comment on the adequacy, accuracy and reliability of the reporting system describing the reasons thereof and also provide valuable suggestion to improve the system for high degree of internal control.
- iii) To conduct post audit of Payroll and employees' payments and the system of reporting.
- iv) To check that adjustments for sale of unserviceable stores and materials and vehicles are properly made.
- v) To verify whether statutory tax compliances as to accounting of transactions are made and returns are timely filed with all the direct and indirect tax authorities and also verify the facts and figures given in the tax returns.
- vi) Verification of bank guarantees, insurance policies, Fixed Deposits, other Investments. To provide valuable suggestions for improvement in the system of documentation for the same.
- vii) To review on system of the Material Management of the Corporation and Inventory accounting thereof and report on the shortfalls and provide adequate suggestion for improvement of the same.
- viii) To plug loopholes, which might have crept in the system due to passage of time and complacency on the part of persons particularly, engaged in financial concurrences, release of payments, updating accounting records, authorizations as per Financial Accounting System etc.
- ix) To undertake a comprehensive audit of the statistical data provided from time to time to the Board of Directors during the period of audit and its integrity with the accounting data.
- x) Audit Report should be submitted separately for each financial year chronologically from the initial financial year of audit. All audit reports shall be discussed before finalization and submission for subsequent acceptance by ASTC.
- xi) Review of Internal Control System of each operational section of the Organisation.
- xii) Review the cash & bank and treasury management system including vouching and reporting system from the field offices and suggest valuable suggestions to improve the same.
- xiii) Notwithstanding anything contained above, the entire work should be aimed at determining shortfalls wherever identified during the course of audit and

suggest the management with the best practices so as to provide a sound internal check and control procedures along with robust and accurate internal financial reporting which shall eliminate all possible leakages of resources.

The entire work of audit shall be completed within 60 days of issue of “Letter of Award” and report shall be submitted within 10 days of completion of the audit.

4. EMD AND FEES

- (a) Along with the Bid, Bidders are required to deposit an amount of **INR 1 Lakh** (Rupees One Lakh) as Earnest Money Deposit (“EMD”) by means of either (i) Demand draft in favour of **Assam State Transport Corporation** and payable at **Guwahati** from any Scheduled commercial bank, or (ii) Bank guarantee for the period of Bid Validity in the format prescribed at Annexure-I.
- (b) The Bidder shall pay an amount of **INR 1,000** as ST document fees to following bank account number of ASTC:

ASTC Bank Account Details	
Name of Bank:	State Bank of India
Name of Payee:	Assam State Transport Corporation
Account Number:	10281982321
IFSC Code:	SBIN0001244

Snapshot of proof of ST document fees payment should be enclosed with the Technical Proposal.

5. OTHER CONDITIONS

- (a) **Conflict of Interest:** A Bidder shall not have a conflict of interest that may affect the Bidding Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ASTC shall forfeit and appropriate the EMD, if available, and as mutually agreed genuine pre-estimated compensation and damages payable to ASTC for, inter alia, the time, cost and effort of ASTC including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to ASTC hereunder or otherwise.
- A bidder CA/CMA firm, prima facie will be deemed to have conflict of interest the firm is currently undertaking any other assignment in ASTC.
- (b) **Payment Terms:**
The fees/charges for the audit work shall be discharged in the following manner:
- 15% of Total Fees on acceptance of the initial financial year audit report.
 - 10% of Total Fees on acceptance of the second financial year audit report.
 - 15% of Total Fees on acceptance of the third financial year audit report.
 - 17% of Total Fees on acceptance of the fourth financial year audit report.
 - 13% of Total Fees on acceptance of the fifth financial year audit report.
 - 15% of Total Fees on acceptance of the sixth financial year audit report.
 - 15% of Total Fees on acceptance of the seventh financial year audit report.
- (c) **Performance Security Deposit:** Letter of Acceptance (“LoA”) will be provided to the successful bidder and on receipt of the LOA from ASTC, the successful Bidder will have to deposit a Performance Security Deposit of **10% of the cost of the total cost of the work** on or before the signing of the subsequent

Contract, typically within 15 days from notification of the LoA, unless specified to the contrary by way of a demand draft in favour of **Assam State Transport Corporation** and payable at **Guwahati** . This security deposit will be returned to the successful bidder after 1 year of successful completion of the entire work but will be forfeited on non-completion of the entire work.

- (d) **Undertaking for confidentiality:** The successful bidder shall provide an undertaking that it shall maintain strict confidentiality of any information or data collected from ASTC during the course of audit.
- (e) **Jurisdiction and Governing Law:** This contract shall be governed and interpreted in accordance with the laws of India and the rules of Government of Assam. The Courts of Assam or the place where the contract is to be performed shall have exclusive jurisdiction over all matters arising out of or in respect of the contract.
- (f) **Dispute Resolution & Arbitration:** The bidder and ASTC shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - b. The matter will be referred for negotiation between ASTC and the Authorized Official of the Service Provider. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in “Guwahati” and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at “Guwahati”. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at “Guwahati” alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent

jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

- (g) **Bankruptcy / insolvency:** ASTC shall have the right to cancel/terminate the bidding process/ agreement at any stage with the bidder on account of the bidder being declared insolvent or bankrupt by present laws in force.
- (h) **Right to Reject, Accept/Cancel the Proposal:** ASTC reserves the right to accept or reject, in full or in part, any or all the proposal offered by applicants without assigning any reason whatsoever. ASTC does not bind itself to accept the lowest or any tender and reserves the right to reject all or any Proposal or cancel the Proposal without assigning any reason whatsoever. ASTC also has the right to re-issue the tender without the applicants having the right to object to such re-issue.
- (i) **RFP Abandonment:** ASTC may at its discretion abandon the process of the selection of Proposer for Appointment of Internal Auditors for ASTC at any time before notification of award.
- (j) **Force Majeure:** Definition of Force Majeure The shortlisted bidder shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that such performance is impeded by an event of force majeure ('Force Majeure') and the same shall be applied vide a proper application to Assam State Transport Corporation within 1 month from the date of effect of Force Majeure.
- (k) **Force Majeure Events:** A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:
 - i. is beyond the reasonable control of the affected Party;
 - ii. such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
 - iii. does not result from the negligence of such Party or the failure of such Party to perform its obligations under this Agreement;
 - iv. is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
 - v. may be classified as all or any of the following events:
 - vi. Such events include:
 - a) act of God like earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone, lightning, thunder or volcanic eruption that directly and

adversely affect the performance of services by the Implementation Partner under this Agreement;

b) radioactive contamination or ionizing radiation or biological contamination (except as may be attributable to the Implementation Partner's use of radiation or radioactivity or biologically contaminating material) that directly and adversely affect the performance of services by the Implementation Partner under this Agreement;

c) industry wide strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances, as the case may be, not arising on account of the acts or omissions of the Implementation Partner and which directly and adversely affect the timely implementation and continued operation of the Project; or

d) an act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (7) days that directly and adversely affect the performance of services by the Implementation Partner under this Agreement.

- (l) **Liquidated Damages:** 0.1% of the total fee amount shall be deducted for each day of delay without any valid reason(s) beyond the stipulated period for the completion of the work i.e. 60 days from the date of letter of award is issued. Shortlisted bidder should maintain a record of events and communicate with the competent authority, which has led to the delay attributable to ASTC and obtain a confirmation.

6. ELIGIBILITY AND EVALUATION CRITERIA

ELIGIBILITY:

The minimum qualification criteria will be as follows:

- (a) The Firm of CA/CMA should have minimum 7 full time FCA partners
- (b) The Firm of CA/CMA should have minimum 20 years of experience
- (c) The Firm of CA/CMA must have Experience in Government Sector North East Zone for value of Rs.30 Lakhs during last 3 years.
- (d) The Firm of CA/CMA should have average turnover of Rs 75 Lakh during last 3 years.

Firms who do not possess the necessary minimum qualification criteria as mentioned under this clause shall not be considered for further evaluation.

EVALUATION CRITERIA:

The selection of CA/CMA firm will be done using quality-cost-based selection method with **85:15 quality-cost ratio**. A two stage procedure shall be adopted in evaluating the bids.

First Stage (Technical Bid Score):

Sl No.	Particulars	Marks	Documents to be provided in support of the same
1.	Empanelment under C&AG for the FY 2020-21	5 Marks	C&AG Empanelment certificate
2.	The Firm of CA/CMA must have Experience in Government Sector North East Zone for value of Rs.30 Lakhs during last 3 years.	5 Marks	Copy of Work orders issued by competent authority.
3.	<i>No. of Partners in the Firm:</i> 1.5 mark for each full time FCA partners with a maximum of 10 marks	10 marks	Firm registration certificate along with the list of partners showing the particulars as required and details as provided by the Institute of Chartered Accounts/ Cost Accountants of India. Copy of PAN and GST Certificate of the firm.
4.	<i>Total experience in years:</i> 0.5 mark for each year of experience with a maximum of 15 marks.	15 marks	
5.	<i>Average Annual Turnover in the last three financial years:</i>		Audited financial statements along with CA certified Audit Report for the financial year 2016-17, 2017-18 and 2018-19, 2019-20. Each of the audit reports should mention the CA's membership number and UDIN number mandatorily.
	(a) Rs 75 Lakhs to Rs 1 Crore	5 Marks	
	(b) Rs 1 Crore to Rs 1.25 Crore	10 Marks	
	(c) Rs 1.25 Crore to Rs 1.5 Crore	15 Marks	
	(d) More than 1.5 Crore	20 marks	
6.	<i>No. of Govt Sector Audits conducted in Public Sector/ Autonomous Bodies/ Statutory Bodies/ Govt. Societies/ Missions/ Boards, Government Departments or Ministries etc. (Branch Audits of any Bank will not be considered while taking into account the audit assignments):</i> 1 mark for each such assignment upto a maximum of 25 marks	25 Marks	Copies of Work Orders issued by the competent authorities
7.	A Presentation on the tentative work plan to be held at HO, ASTC, Paltanbazar Guwahati-781008 or through virtual screen casting (<i>web link will be provided in due course</i>)	20 Marks	
	Total of Marks	100 Marks	

NB: FCA means Fellow Chartered/Cost Accountant

The technical bid scoring at least 75% marks shall be considered as Qualified on Technical Parameters". A bid shall be rejected if it fails to achieve the minimum technical score. (i.e. at least 75 marks)

Second Stage (Financial Bid Score):

1. Financial Bids shall be opened only for those who have qualified on technical score (i.e. secured at least 75% marks). Financial proposals of the firm which have not qualified on technical parameters shall be returned unopened after the completion of the selection process. If the financial bids are rejected due to reason specified in Annexure-II the same will be returned back to the bidder after keeping a scanned/photo copy of the same by ASTC.

7. EVALUATION PROCESS

The technical and financial scores secured by each bidder will be added using weightage of <85%> and <15%> respectively to compute a Composite Bid Score.

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive

Bidder for award of the Project. The overall score will be calculated as follows: -

$$B_n = 0.85 * T_n + 0.15 * F_n$$

Where

B_n = overall score of bidders

T_n = Technical score of the bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the bidder

Financial Score (F_n) shall be normalized as per the following process:

If A is the lowest bidder who has bid Rs. 20 crores for a project and B and C are the other 2 bidders with bids of 40 crores and 60 crores, normalized scores of A is taken as 100, B is taken as $(100 * 20 / 40 = 50)$ and C is taken as $(100 * 20 / 60 = 33.3)$.

Then to these scores, the technical scores ($0.85 * T_n$) will be added to arrive at the final composite score. The bidder obtaining the highest score shall be adjudged as the winner.

If more than One (1) CA/CMA firm secure equal marks after evaluation of both Technical & Financial bids, the CA/CMA firm having more experience in conducting Govt sector audit will be preferred.

8. AWARD OF CONTRACT

1. The Successful Bidder will be issued a Letter of Acceptance (“LoA”) and shall form the basis for initiating and conducting the audit work until the Detailed Contract Document is prepared and signed.
2. On receipt of a LOA from ASTC, the successful Bidder will have to deposit a Performance Security Deposit of **10% of the cost of the total cost of the work** on or before the signing of the subsequent Contract, typically within 15 days from notification of the LoA, unless specified to the contrary by way of a demand draft in favour of “Assam State Transport Corporation”.

9. SINGNING OF CONTRACT

Upon the Successful bidder complying the terms and conditions of the LoA, a agreement shall be signed between the successful bidder and the authority. The terms and conditions of this tender shall constitute the major part of the agreement. Such agreement may have all correspondence (to be discussed and agreed upon separately) between authority and the successful bidder and additional clauses and/or provisions that further explain or clarify provisions of this ST or certain provisions which ASTC

may require to be included as per law or being a Government organisation, as per its practices. ASTC hereby reserves the right to modify the terms of the agreement. It is clarified that the issuance of the Letter of Acceptance shall be followed by signing of the agreement and the successful bidder shall commence the work on receipt of Letter of Acceptance. The signing of the agreement shall be completed within such time as the Authority may specify.

Any and all incidental expenses of execution of the agreement shall be borne by the successful bidder including cost of Non judicial stamp papers, stamp duty, registration charges and any other incidental costs and charges relating the agreement.

Failure to agree with terms and condition of ST: Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the ST shall constitute sufficient grounds for the annulment of the award, in which event ASTC may award the contract to the next best value bidder or call for new proposals from the interested bidders.

10. INSTRUCTION TO BIDDERS

The bid, complete in all respect enclosing all required documents, undertakings etc. in support of the firm's registration, functioning, experience in handling Govt Sector Audit work, Turnover etc. as per given in "Eligibility Evaluation Criteria" along with a copy of this ST **duly certified by a Partner of the Firm**, shall be submitted in a sealed envelope addressing The Managing Director, Assam State Transport Corporation in the following manner so as to reach the office of the Managing Director, Assam State Transport Corporation at the address given on or before **15/02/2021 and 12 PM**.

1. Each sheet of documents submitted should be signed and sealed by the bidding firm's partner.
2. Main envelope containing the offer shall be super-scribed as "**Offer for providing Internal Auditing Services**".
3. Inside the main envelop one sealed envelope should contain all relevant details in support of eligibility criteria and other documents as specified above except the Schedule of Fees and shall be super-scribed as "**Technical Bid**".
4. The second sealed envelope inside the main envelope shall contain only the "Schedule of Fees" **duly certified by a Partner of the Firm** as per Annexure-II and shall be super-scribed as "**Financial Bid**".
5. The technical bids will be opened on **15/02/2021 at 1:00 PM**.
6. The dates for presentation will be intimated in due course to the bidders fulfilling minimum qualification criteria.
7. Queries, if any, may be addressed to astc2009@gmail.com on or before 10/02/2021

Address for communication: The Managing Director, Assam State Transport Corporation, Head Office, Paltanbazar, Guwahati-781008, Assam.

Sd/-

**Managing Director
Assam State Transport Corporation**

Bank Guarantee for Earnest Money Deposit

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid against Short Tender No. # <<RFP Number>> dated <<Date>> for <<Name of the assignment>>(hereinafter called "the Bid") to Assam State Transport Corporation (ASTC)

Know all Men by these presents that we <<>> having our Head Office at <<Address>> (hereinafter called "the Bank") are bound unto the Assam State Transport Corporation (hereinafter called "ASTC") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to ASTC, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by ASTC during the period of validity of bid.
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to ASTC up to the above amount upon receipt of its first written demand, without ASTC having to substantiate its demand, provided that in its demand ASTC will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the Short Tender>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed INR<<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Financial Bid Proforma**Schedule of Fees**

Financial Year of Internal Audit	Amount in (Rs)
2013-14	
2014-15	
2015-16	
2016-17	
2017-18	
2018-19	
2019-20	
Total	

<<Sign of Partner>>
<<Name of the Firm>>

N.B:

- Amount is exclusive of any applicable taxes
- If the total is found to be wrong the detailed amounts will be considered to be correct.
- If any of the field of the Amount column remains blank, the financial bid shall be rejected and shall be returned back to the bidder after keeping a scanned/photo copy of the same by ASTC.