Request for Proposal (RFP)

For

Appointment of Probity Auditor

To

Review & Monitor the Related Party Tendering Process

For

GMR Goa International Airport Limited
381/3, Mathura One,
1st Floor, NH 17, Porvorim
Goa, India - 403 501

NIT No. GGIAL/19-20/MD050220

05.02.2020

CIN U63030GA2016PLC013017

https://www.gmrgroup.in/goa

SECTION - I
SUMMARY SHEET

Project Summary	Appointment of Independent Probity Auditor to review and monitor the related party tendering process so as to ensure a complete arm's length arrangement.
Last date for seeking clarifications	18th February 2020; 03:00 pm
Last date of Submission	25th February 2020; 03:00 pm
Date of Opening	25th February 2020: 3:30 pm
Tender Document	The Document can be downloaded free of cost from the website- https://www.gmrgroup.in/goa
Address for Communication	Dr. Hemlata Vyas Head- Purchase & Contracts GMR Goa International Airport Limited 381/3, Mathura One, 1st Floor, NH-17, Porvorim Goa 403501 T 0832 2408445/ 425 E-mail: purchase.ggial@gmrgroup.in
Bid Validity	Proposals must be valid for 90 days after the submission date.

SECTION - II

INTRODUCTION

2.1 Background

2.1.1 GMR Goa International Airport Limited ("GGIAL/the Company"), a subsidiary of GMR Airports Limited (GAL), is developing a Greenfield Airport at Mopa in North Goa. This Airport Project is based on the Public Private Partnership (PPP) model, which is based on a Design, Build, Finance, Operate and Transfer (DBFOT) basis.

2.1.2 The Concession to develop, operate & manage the Airport, was awarded to GAL on 28th August, 2016, following an International competitive bidding process. The Concession Agreement (CA) was signed between GMR Goa International Airport Ltd. and Govt. of Goa on 8th November 2016.

2.1.3 As per Clause 5.6.1 of the CA, GGIAL shall procure contracts, goods and services for the construction and operation of the Airport in a fair, transparent and efficient manner, and without any undue favor or discrimination in this behalf. Further, as per Clause 5.6.3 of CA, where any of the Related Party intends to tender for the contract, an independent probity auditor must be appointed to review and monitor the tender to ensure a complete arms' length arrangement.

2.1.4 As a pre-requisite of the tendering process to procure contracts, goods and services for the construction and operations of the Mopa Airport wherein various GMR Group Companies intends to participate in the open tendering process, GGIAL intends to appoint an independent probity auditor in compliance with the provisions of the CA for a period of two (02) years as per the terms and conditions laid out in this Tender document.

SECTION - III

SCOPE OF WORK

3.1 Scope of Work

3.1.1 The Probity Auditor will review and monitor the Tender process to ensure a complete arm's length arrangement for a Tender in which any of the Related Parties is/are intending to bid.

3.1.2 The role of the Probity Auditor in relation to this Tender will be to ensure that:

i) None of the Related Parties or their employees are appointed as a consultant in relation to the Tender;
ii) None of the Related Parties or the employees of prospective bidders are involved in drafting of the Tender documents;
iii) No additional information is provided to the bidding Related Parties in relation to the Tender;
iv) No Related Parties or their employees are members of the committee appointed in relation to the Tender, including for evaluating the bids;
v) All bidders are supplied with the same information;
vi) The committees appointed for evaluating the bids are evaluating as per the terms of the Tender documents;
vii) Evaluation results are kept confidential and are not disclosed to Related Parties or their employees;
viii) The award is made strictly in terms of the Tender documents;
ix) The Tender process provides all bidders with fair and equitable treatment;
x) Monitoring the committees relating to the tender process and call for meetings of the committee, if required;
xi) The Probity Auditor should-
    (a) Obtain, analyze, interpret and document information to support the outcomes of the audit.
    (b) Submit reports to GGIAL based on predetermined contract milestones, or as requested, or when considered necessary, to provide a record of the process confirming that probity has been observed.
    (c) Document matters, obtain sufficient and appropriate information to support any conclusions on which reports are based, and identify any areas where information has been withheld by the Company
    (d) Prepare a signed, written final report describing the Company's performance in terms of arm's length transaction when conducting the Tender process.

3.2 Time Schedule

3.2.1 Subsequent to the appointment, GGIAL will intimate the selected Probity Auditor (the "Firm"), its intent to initiate the procurement process in which any Related Party is expected to participate in the open tendering process.

3.2.2 The Firm shall immediately start the work on such notice and start collecting requisite information from the concerned office.

3.2.3 The Firm shall plan its schedule in such a way that all reports for all such transactions are submitted by the Firm matching the time lines of the tendering process.

3.3 Information Sharing

3.3.1 For the purpose of this probity audit activity, GGIAL shall make available all data and information as informed by the Probity Auditor in writing. However, the Probity auditor may visit the concerned office for verification of such data and information to form independent view.

SECTION- IV

SELECTION CRITERIA

4.1 Eligibility Criteria for Appointment

4.1.1 The eligibility criteria are as follows:

(a) The prospective Bidder should be registered in India and should have minimum ten years of existence in the field of Management Consultancy along with accounting audit services practices.

(b) The prospective bidder should have at least five qualified professionals who are experienced in preparation and implementation of accounting audit / probity auditing services.

(c) The prospective bidder should have completed or in the process of completion of at least 3 jobs exceeding the value of Rs.10 Lacs in respect of preparation and implementation of accounting audit / probity auditing services of any Infrastructure company/client with net worth of at least Rs. 1,000 crores (as per audited financial statement of the preceding financial year) during the relevant period of job.

4.1.2 The Firm must be holding valid certificate of practice from Institute of Chartered Accountants of India or any other body regulating the profession of the Bidder.

4.1.3 The Firm shall be free from any disqualification as provided under the provisions of Companies Act, 2013.

4.1.4 Probity Audit Firm shall not be a Related Party of GGIAL or any of its shareholders i.e. none of the GMR Group entity or its subsidiaries/associates shall have any equity stake in the Probity Audit Firm.

4.1.5 Probity Audit Firm should disclose if it is engaged as Statutory Auditor of the Group Entity or any of its subsidiaries/associates.

4.1.6 No partner of the Probity Auditor Firm should be related to Managing Director/ whole-time Director or any Director of the Company.

4.1.7 Neither the firm nor its partner or Associates should have any interest in the business of the Company and the probity auditor is required to issue a certificate of Independence in this regard.

4.2 Basis of Selection

4.2.1 Documentary evidences in support of each of the above mentioned criteria are required to be submitted.

4.2.2 The bidders should submit their bids with the brief profile / experience as well as the resource persons and also relevant supporting documents claiming their experience etc.

4.2.3 GGIAL shall carry out its evaluation considering the information furnished by the bidders and applying the eligibility criteria as specified in Clause 4.1 of this Tender document.

4.2.4 After the evaluation of the Technical Proposals is completed and the technically qualified firms are finalized, GGIAL shall notify the qualified bidders indicating the date and time for opening of the Financial Proposals.

4.2.5 The Financial Proposals shall be opened in the presence of the bidder's representatives who choose to attend.

4.2.6 The selection is based on least cost basis among the technically qualified bidders.

4.2.7 The Bidder submitting the lowest Financial Proposal shall be the selected Probity Auditor Firm.

SECTION-V

INSTRUCTION TO BIDDERS

5.1 Tendering Process

5.1.1 The bid documents will consist of two envelopes. Each envelop should be super scribed as **"Engagement of Probity Auditor for reviewing & monitoring the Related Party Tendering Process in case of Mopa Airport, Goa"** and last date of submission.

Envelope-1 shall consist of following:

(i) Form-I (Technical Proposal)
(ii) Specific Power of Attorney as per Form - II
(iii) Detailed CV's of 5 practicing Chartered Accountants/Professionals on rolls who are experienced in preparation and implementation of accounting audit / probity auditing services

Envelope-2 shall consist of following:

(i) Form-III (Financial Proposal)

5.1.2 Interested firm may send the bid latest by date & time as mentioned at section I. Technical Proposal shall be opened on date & time as mentioned at section I. Financial bid of technically qualified bidders only (as per eligibility criteria) shall be opened on a later date with prior information to concerned bidders.

5.1.3 GGIAL does not take any responsibility for loss of bid in transit. Bids sent through Telegram, Telex, Fax or E-mail will not be considered.

5.1.4 Bids received as stated above after due date and closing time of submission of bids shall be ignored. Any bid received late due to any reason whatsoever will not be accepted.

5.1.5 In case of any further information in this regard, undersigned may please be contacted as per details mentioned hereunder.

Dr. Hemlata Vyas
Head – Procurement & Contracts
GMR Goa International Airport Limited
381/3, Mathura one, 1st Floor,
NH 17 Porvorim Goa- 403501
T 0832 2408445/ 425
E-mail: purchase.ggial@gmrgroup.in

5.1.6 The bid should be submitted strictly as per the terms & conditions laid down in the Tender document. Bid documents duly sealed and signed are to be submitted as a

token of acceptance of all terms and conditions.

5.1.7 Overwriting/ correction/ erase and use of white ink should be avoided. However, if any Overwriting/ correction is inevitable, that should be authenticated with the Bidder's signature.

5.2 Price Basis and Payments

5.2.1 The proposal should include price all-inclusive lump sum (including travel and other out of pocket expenses, etc.) in Indian Rupees only, for the entire scope of work covered under the Section - III on a FIRM price basis (with no escalation provision for whatever reason) valid for a period of two (02) years till the complete execution of the assignment as per the format at Form - 2 in a separate envelope sealed properly.

5.2.2 The Contract price and the scope of work also include any services, etc. which is not specifically identified but are required for completion of the assignment.

5.2.3 GST, if any, will be paid extra at the applicable rates and is not to be quoted above.

5.3 Terms of Payment

5.3.1 All payments would be claimed by the Firm from GGIAL on being due, and would be accepted for payment by GGIAL based on the satisfactory progress and quality of the work in sole discretion of GGIAL.

5.3.2 The payment to the Probity Auditing Firm under the contract shall be released on monthly basis as a retainer ship fee within 7-10 business days of receipt of original invoices.

5.4 Taxes and Duties

5.4.1 GGIAL shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Probity Auditing Firm under the contract.

5.4.2 As regards the Indian Income Tax, surcharges on Income Tax and any other Corporate tax, GGIAL shall not bear any tax liability, whatsoever, irrespective of the mode of contracting. The Probity Auditing Firm shall be liable and responsible for payment of all such taxes, if attracted under the provisions of the law. In this connection, attention of Probity Audit Firm is invited to the provisions of Indian Income Tax Act and the circulars issued by the Central Board of Direct Taxes, Government of India.

5.5 Other Terms and Conditions

5.5.1 The Probity Audit Firm must not sub-contract the work.

5.5.2 The probity audit team will work in strict confidence and will ensure that the information

in respect of entire tendering process is dealt in strict confidence and secrecy. A Certificate towards maintaining confidentiality to be provided by the Auditor before commencement of Probity Audit.

5.5.3 The Probity Audit Firm will be debarred from getting, in future, any audit in any of the GMR Group companies in the following cases:

i) If the firm obtains the appointment on the basis of false information/ false statement.

ii) If the Firm does not take up probity audit in terms of appointment letter.

iii) If the Firm does not submit the probity audit report, complete in all respect in terms of appointment

iv) If the Firm violates any of the stipulations as provided in this tender document

5.5.4 The Probity Auditor shall undertake that data given to the Probity Auditor by GGIAL and any information generated from the data provided shall not be used by the Probity Auditor for any other purpose.

5.5.5 In case of any breach of any provision, covenant, representations or warranties under the terms of contract with regard to appointment of the Probity Auditor or otherwise committed by the Probity Auditor, which has not been cured within the given notice period by GGIAL, GGIAL shall be entitled to terminate the appointment of the Probity Auditor with immediate effect.

5.5.6 Without prejudice to Clause 5.5.5 above, in case of any breach of any terms of the contract with regard to appointment of the Probity Auditor committed by the Probity Auditor, GGIAL shall be entitled to withhold the fee payable to such auditor.

5.5.7 **Extension of Contract:** Based on the performance of the Probity Audit Firm and the quality of the services provided, GGIAL may consider granting two-years extension to the Firm at its sole discretion on the same terms & conditions. GGIAL will exercise this option at least 2 months prior to the expiry of the Contract subject to the acceptance of the Probity Auditor Firm.

5.5.8 **Dispute Resolution:** Any dispute arising out of or in respect of the contract for appointment of the Probity Auditor shall finally be decided by reference to arbitration by a sole arbitrator to be mutually appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent amendment or re-enactment thereof. The place of such arbitration shall be Goa and the language of arbitration proceedings shall be English.

5.5.9 **Jurisdiction of Courts:** Subject to Clause 5.5.8, any dispute arising out of or in respect of the contract will be subject to the exclusive jurisdiction of High Court of Bombay at Goa only.

5.5.10 **Disclaimer:** GGIAL reserves the right to accept or reject any or all responses and to request additional submissions or clarification from one or more Applicant(s) at any stage or to cancel the process entirely without assigning any reason.

SECTION-VI

BID FORMATS

FORM - I

(On the Letterhead of the Firm)

Technical Proposal

Ref No.: Date:

To,
GMR Goa International Airport Limited
381/3, Mathura One, 1st Floor,
NH 17, Porvorim Goa- 403501

Subject: Appointment of Independent Probity Auditor to review & monitor the related party tendering process

Reference: NIT No. GGIAL/19-20/MD050220 dated: 05.02.20

Dear Sir,

We, the undersigned ____ Having read, examined and understood in detail the Tender document no._____ dated_____ for Appointment of Independent Probity Auditor to review and monitor the related party tendering process so as to ensure a complete arm's length arrangement, hereby submit our bid.

1. Basic Details

(a) Name of Firm:
(b) Whether Proprietary/Partnership/Public Limited Company
(c) Year of Establishment
(d) Base Location and full address:
(e) Contact Details of the Authorized Person
(t) PAN No. of the Firm
(g) GST Registration No.
(h) Registration No.:
(i) Brief history and structure of the Firm
(j) Average turnover for last 3 years (in Cr)

Financial Year	Turnover from professional services (in Rs. Crores)
2018-2019	
2017-2018	
2016-2017	

(k) Details of Branches:

S. No	No. of Branches	City/State	Address
1			
2			

2. Manpower Details

(a) Details of Qualified Personnel: Total .....No of Personnel

S. No	Name	Qualification	Date of Joining the Firm	Experience in preparation and implementation of accounting audit / probity auditing services
				(Provide details of the assignments in the detailed CV)

(a) Details of other Audit Staff: Total .....no. of Audit Staff out of which.....no are CA/CMA

S.No	Name	Qualification	Whether CA/CMA	Date of Joining the firm

3. Details of Professional Experience in last five years

(a) Management Consultancy

S. No	Name of the Company	Net worth in Rs....Cr. (in the years of assignment)	Industry	Period of assignment

(b) Accounting audit services

S. No	Name of Company	Net worth in Rs. …. Cr. (in the years of assignment)	Industry	Period of assignment

(c) Preparation and implementation of accounting audit / probity auditing services

S. No	Name of Company	Value of the Assignment (in Rs. Lakhs)	Networth in Rs. ....Cr. (in the years of assignment)	Industry	Period of assignment

4. Whether firm is engaged as Statutory Auditor of the Group Entity or any of its subsidiaries/associates. If yes, provides the details.

5. **Declarations:** We certify that:

a) Our firm is free from any disqualification provided under provisions of Companies Act, 2013.

b) Our Firm is not a Related Party of GGIAL or any of its shareholders i.e. none of the GMR Group entity or its subsidiaries/associates is having any equity stake in our Firm.

c) No partner of our firm is related to Managing Director/ whole-time Director or

any Director of GGIAL.

d) Neither our firm nor any of our partner or Associates has any interest in the business of Company.

6. Further, we certify that we have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to us and we have not taken any deviation to any clause.

7. We further confirm that any deviation to any clause of Tender found anywhere in our bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to GGIAL.

8. We shall make available to the GGIAL any additional information it may find necessary or require to supplement or authenticate the Bid.

9. We acknowledge the right of GGIAL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable laws, our right to challenge the same on any account whatsoever.

10. We understand that GGIAL may cancel the bidding process at any time and that GGIAL is neither bound to accept any Bid that it may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.

In witness thereof, we submit this Bid under and in accordance with the terms of the Tender document.

Date: Place:

Yours faithfully,

(Signature, name and designation of the of the Authorized signatory)

FORM - II

(On the Stamp Paper of appropriate value)

Specific Power of Attorney

We, _____(insert entity name) a _____ firm/company registered under _____ and having its registered Office at _____ ("Firm/Company"), do herby authorize_____ (authorized signatory name) as our attorney to do any/ all of the following things:

1. To sign, execute, forms, undertakings, declarations, applications, documents, papers and other related documents to _____ in response to tender no. _____ dated _____ issued by GMR Goa International Airport Limited for Appointment of Independent Auditor to review and monitor the related party tendering process so as to ensure a complete arm's length arrangement.

2. To represent the Firm/Company in all respects in connection with above matter;

3. To do all/any other incidental things for carrying out the action required under point Nos. 1 & 2 above.

4. We hereby agree to ratify all lawful actions, which our attorney shall do, perform on our behalf.

5. This Power of Attorney has been issued under the authority of_____ (insert Designation) this _____ (insert date) at _____.

For _____ (Entity name) I Accept

_____ _____

(Name) Authorized Signatory name

(Insert Designation)

Witness:_____

Name: _____

Address: _____

FORM - III

(On the Letterhead of the Firm)

Financial Proposal

Ref no. Date:

To,

GMR Goa International Airport Limited
381/3, Mathura One, 1st Floor,
NH 17, Porvorim Goa 403501

Subject: Appointment of Independent Probity Auditor to review & monitor the related party tendering process.

Reference: NIT No. GGIAL/19-20/MD050220 dated: 05.02.2020

Dear Sir,

Having examined the Tender Document, we, the undersigned, offer to GMR Goa International Airport Limited, our audit service as required and outlined in the above mentioned Tender document as per following terms and conditions:

Sl. No.	Particulars	Fee in INR Price Bid to be quoted	
1	All-inclusive Lump sum fee (including travel and other out of pocket expenses, etc.) for the entire scope of work covered under the Section - III of the Tender document on a **FIRM** price basis (with no escalation provision for whatever reason) valid for a period of two (02) years of engagement	In figure	In words

Note: GST, if any, will be paid extra at the applicable rates and is not to be quoted above. In case of any discrepancy in Fee between figures and the amount mentioned in Words, the Fee mentioned in Words shall be taken into cognizance.

(a) We agree for unconditional acceptance of all the terms and conditions in the Tender document and also agree to abide by this Bid response for a period of three months from the date fixed for tender opening and it shall remain binding upon us, until within this period a formal Contract is prepared and executed, this Bid proposal, together with your written acceptance thereof In your notification of award, shall constitute a binding Contract

between us.

(b) We confirm that the information contained in this Bid proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the GGIAL is true, accurate and complete. This Bid proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the GGIAL as to any material fact.

(c) We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the services Related in the tender response without assigning any reason whatsoever.

Authorized Signature:_____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____