भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No. AAI/313/2021-FINANCE /E98426 12.05.2026

M/s, R Subramanian and Company LLP
Registered Office No.6,
Krishnaswamy Avenue,Luz,
Mylaopre, Chennai- 600004

Sub: - Appointment of Independent Auditor for verification of revenue of Delhi International Airport Limited (DIAL), for FY2026-2027 & FY2027-2028.

Tender Reference:(2026_AAI_263068_1)

Sir,

Your offer quoted through e-tender for the said work from period 01.04.2026 to 31.03.2028 is hereby accepted on behalf of Chairman, Airports Authority of India at your quoted amount of Rs.18,00,000/- (Rupees Eighteen Lakh Only) inclusive of all taxes except applicable GST which shall be paid extra as per actual as an Independent Auditor in line with provisions of clause 11.2 of Operation, Management and Development Agreement (OMDA) executed between DIAL and AAI on the following terms and conditions.

I. Scope of Audit:

Airports Authority of India (AAI) has entered into an Operation, Management and Development Agreement (OMDA) with DIAL, the JVC. As per terms of the OMDA, the JVC has to share **45.99%** of its Revenue, i.e., all pre-tax gross revenue (excluding exclusions as per OMDA), with AAI. The applicable Revenue used for final verification/reconciliation of the Annual Fee (AF) shall be the Revenue of the JVC as certified by the Independent Auditor every quarter.

In terms of provisions of OMDA, AAI intends to appoint a Chartered Accountants Firm as an Independent Auditor for verification of revenue from books of accounts of Delhi International Airport Limited (DIAL), the JVC, for a period of two (02) years from **01-04-2026 to 31-03-2028** in accordance with the following Scope of Work.

OMDA Provisions:

S #	Scope	OMDA provisions
a)	**Definition of Revenue** Revenue means all pre-tax gross revenue of the JVC, excluding the following:	Clause 1.1

	• Payments made by JVC, if any, for the activities undertaken by relevant Authorities or payments received by JVC for provision of electricity, water, sewerage or analogous utilities to the extent of amounts paid for such utilities to third party service providers. • Insurance proceeds except insurance indemnification for loss of revenue. • Any amount that accrues to JVC from sale of any capital assets or items. • Payments and/ or monies collected by JVC for and on behalf of any governmental authorities under applicable law. • Any bad debts written off provided these pertain to past revenue on which annual fee has been paid to AAI.	
(b)	Annual Fee	Refer chapter XI of OMDA

Keeping in view the various provisions of OMDA, the illustrative (but not exhaustive) list of tasks to be performed as an Independent Auditor is as under: -

A. <u>General:</u>

(i) To confirm that JVC(DIAL) observes due diligence in reporting revenue.

(ii) To confirm the inclusion of all revenue of JVC in calculation of Monthly Annual Fee (MAF) as per OMDA.

(iii) To ensure that the revenue accounting controls & procedure are adequate to record revenue earned by JVC. The flow of information in internal controls of JVC in order to ensure for recording revenue in SAP and in case of any deficiency, same to be reported in the audit report.

(iv) To verify the leakages in recording of revenue reporting noted during the audit.

(v) The MAF payable by JVC shall be as per Clause 11.1.2 of OMDA and shall be certified by the Independent Auditor in every quarter of the financial year of which audit has been conducted.

(vi) Auditor will obtain SAP access from JVC before commencement of audit in order to conduct audit independently and in timely manner.

(vii) The Audit Report should clearly mention the method and size of sample selected for audit. Further, it may be ensured that 100% data has been checked and verified from the books of accounts of JVC to ensure that revenue share as per OMDA is accruing to AAI.

(viii) The independent auditor should give their independent views after duly verifying the revenue figures with the books of account of JVC rather than simply relying on Statutory Auditor Reports and submissions made by JVC.

(ix) Auditor will annex the relevant documents in support of observation reported in audit report.

(x) After the close of each Financial Year independent auditor will also report the consolidated revenue of the JVC and revenue share payable thereon as per OMDA and actually paid to AAI in the revenue audit report for Quarter four(Q4).

(xi) The audit report should invariably cover all pending audit observations in respect of previous audit period(s) along with the action taken thereon by the JVC.

B. <u>AAI Revenue Share:</u>

(i) Verification of revenue heads reflected in the monthly management accounts as wells as the unaudited quarterly P&L account, Balance Sheet and Cash Flow Statement submitted by JVC in accordance with clause 10.3 of OMDA. Further, the final revenue of JVC and annual fee payable thereon as per OMDA at the close of financial year to be cross verified with the audited financial statements of JVC.

(ii) Verification and breakup of revenue accrued from Joint Ventures / Subsidiaries/Group Entity(ies)/Related parties of JVC as per the respective agreements entered into with them and confirm that the same are included in the revenue of JVC and revenue share thereon is paid to AAI as per OMDA.

(iii) Verification of all revenue heads (related to aeronautical-revenue, non-aeronautical revenue, Cargo, Commercial Property Development Revenue, other revenue heads flowing up in the Escrow Account) and expenses charged, having impact on revenue. The details of revenue under various heads will be the part of audit report on quarterly basis.

(iv) Besides all revenue GLs, the auditor should review all the Advances/Security Deposit and other relevant GLs to ensure that the Revenue has been correctly booked in the books of accounts of the JVC. Revenue from concessionaires/Lessees may also be verified with the agreements to ensure correct booking of revenue as per the terms and conditions of the agreements.

(v) The independent revenue auditor should verify and confirm that any excess amount collected from the concessionaires over and above the expenditure incurred for provision of electricity/water/other utilities and property tax is included in the revenue of the JVC.

(vi) Review of Annual Budget and approved Annual Business Plan with respect to advance payment of MAF made to AAI on commencement of each month. Any updation in business plan and annual budget shall be reviewed with respect to MAF paid or payable, as the case may be.

(vii) Examination of Financials / Accounts, on quarterly and yearly basis, prepared under Ind AS & IGAAP system and submit a reconciliation of all pre-tax gross revenue and Annual Fee, as per JVC Financials and actual paid to AAI. If any difference is found, the detail of same will be incorporated in the quarterly revenue audit report along with comments from the JVC.

(viii) Reporting of provisions made in both IGAAP as well as Ind AS in relevant heads to check if the provisions are as per the respective Accounting Standards. If any difference or ambiguity found shall be incorporated in audit report.

(ix) Verification of exclusions from the Revenue, i.e., all pre-tax gross revenue, in terms of clause 1.1 of OMDA. The details of exclusions will also be incorporated in the quarterly revenue audit report. Further, the exclusions should be clearly mapped with the relevant GL.

(x) The independent auditor report should also cover the interest payable by JVC in terms of article 11.1.2 of OMDA under various scenarios mentioned therein and actually paid to AAI along with detailed workings.

(xi) The independent auditor should also verify and confirm that the penal interest, if any, payable by the airlines, concessionaires and other agencies as per the terms of the agreement is included in the revenue of the JVC.

(xii) Verification of all security deposits received & deposited by JVC in each month against commercial contracts, lease contract, rent contract or any other sub-contract awarded by JVC or awarded to JVC by any third party. Security deposits shall be verified under terms of tender documents published by JVC or agreement executed between JVC and third party. Auditor to verify the booking of the security deposits received and paid by JVC in its books of accounts, and interest revenue earned from security deposits is included in revenue of JVC and revenue share thereon paid to AAI.

(xiii) Auditor to verify and provide the list of all live revenue contracts during the period under audit and furnish the information in the audit report.

(xiv) Verification of reversal of revenue under any revenue head of aeronautical, non-aeronautical, cargo, CPD, other revenue, interest etc. Auditor to verify whether the revenue share was paid to AAI on the revenue in the past, which has been reversed in the current quarter. Brief of said reversal should be made part of quarterly revenue audit report in respective quarter. Further, the Auditor should also check the relevant justifications/Approvals for the reversals.

(xv) Verification of MTOW of aircrafts registered in SAP master with the airworthiness certificates issued to aircraft by DGCA in order to ensure accurate billing of aeronautical revenue.

(xvi) Verification of collection charges payable by AAI to JVC, on quarterly basis with respect to bills raised to various airlines by DIAL. Credit note issued in this regard shall also be verified, if any.

(xvii) All working papers with respect to Revenue audit to be shared with AAI, as and when requested by AAI.

(xviii) Any other matter related to revenue of JVC assigned by AAI from time to time.

C. <u>Documents/Records to be examined / verified by the Auditor:</u>

(i) The documents/records required for the verification of all pre-tax gross revenue of the JVC shall be intimated to the JVC by the Independent Auditor in advance so that the same are made available.

(ii) The independent auditor should obtain from JVC various statements of accounts and other documents including copies of agreements with concessionaires/lessees for the purpose of audit.

(iii) The independent auditor shall also obtain from JVC access of SAP and other accounting systems being used for accounting purposes for the verification of various Revenue heads.

(iv) The indicative but not the exhaustive list of documents/records is as under:

(a) Ledgers in SAP including revenue GL.

(b) GST Return: Independent Auditor to examine all the adjustments made through debit/credit note issued during the current financial year revenue against previous financial year(s) revenue.

(c) Existing Agreement between JVC and trade concessionaires. Further, if required, in compliance of previous audit observation of Independent Auditor, the old agreements as specified by AAI from time to time.
(d) Revenue statement of concessionaries and airlines submitted to JVC.
(e) CA certificates submitted by concessionaires in respect of revenue/turnover, as per terms of the agreement entered into between the JVC and the concessionaires.
(f) Investment proof (FD Receipts/ Mutual Funds statements, etc.)
(g) AODB text files as submitted by AOCC.
(h) CA certified statements submitted by airlines regarding number of passengers, flights and Cargo, etc.
(i) The bank statements of Escrow Account to confirm that all proceeds from any source flow into the Escrow Receivable Accounts as per Escrow Agreement.
(j) In addition to Escrow bank accounts, all other bank accounts of JVC including expenditure also to be reviewed to ensure that the Revenue has been accounted properly in the books and revenue receipt is not inadvertently booked in expenditure account.
(k) Any other relevant documents/record of JVC for verification of the Revenue of the JVC.

D. <u>Submission of Report</u>

(i) The JVC will provide all the relevant documents/records and approved quarterly financials to the Independent Auditor within 07 (seven) days from the date of approval by the JVC Board so as to enable the Independent Auditor to submit the draft quarterly revenue audit report to DIAL and AAI within a period of fifteen (15) days from the date of receipt of documents/records and approved quarterly financials.

(ii) The Draft quarterly revenue audit report should clearly mention the following:

(a) The data has been collected / verified to the extent of 100% for preparing of Audit Report.
(b) The list of documents/records verified during audit period
(c) Executive Summary of the audit along with audit observations including financial impact of the same.
(d) Updated status of pending Audit observations of previous period.
(e) It is certified that:

a. JVC(DIAL) observes due diligence in reporting revenue.
b. All revenue of JVC has been included in calculation of Monthly Annual Fee (MAF) paid to AAI as per OMDA.

(iii) The JVC and AAI will provide its comments to the Independent Auditor within a period of fifteen (15) days from the date of the receipt of the draft quarterly revenue audit report.

(iv) After incorporating comments of the JVC and AAI, the Independent Auditor will provide revised draft quarterly revenue audit report along with PowerPoint Presentation to AAI within a period of fifteen (15) days from the date of receipt of comments from the JVC and AAI.

(v) After making PowerPoint Presentation to AAI and further comments of AAI, the Independent Auditor will submit the final quarterly revenue audit report, duly digitally signed (in triplicate) to the Office of General Manager (F&A-JVC), AAI, within a period of fifteen (15) days.

II. Professional Fee

(i) Professional Fee of Rs.18,00,000/- (Rupees Eighteen Lakh Only) inclusive of all applicable taxes & duties except GST as applicable for a period of 24 months i.e. 1st April 2026 to 31st March 2028.

(ii) Payment of Professional Fee to be equally borne by AAI and JVC (DIAL) shall be made every quarter for the proportionate amount of Annual Professional Fee on submission and acceptance of the certified audit report, i.e. the firm shall raise separate bills on quarterly basis to AAI and the JVC (DIAL) @ 50% of the proportionate fee amount plus Goods and Service Tax thereon.

(iii) Payment will be made on quarterly basis subject to recoveries towards statutory deductions.

(iv) The payment will be made by electronic transfer only.

III. Security Deposit

You are required to pay the 10% of the contract value towards security deposit. The security deposit amount is to be deposited within 15 days of issuance of award letter or else it will be recovered against first bill. The security deposit amount so recovered or deposited will be released after 6 months from the successful completion of the contract.

IV. Penalty

Delay in submission of draft report and/or final report would attract penalty not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value. Penalty shall be recovered by appropriation from the Security deposit or otherwise. However, in case of delay due to reasons beyond the control of the Auditor, suitable extension of time shall be granted without levy of penalty with the prior approval of competent authority.

V. Others

(i) The records required for the verification of DIAL's revenue shall be intimated to JVC (DIAL) in advance so that the same are made available.

(ii) DIAL will provide various accounts statements and other data including copy of agreements with concessionaire/lessees, to Independent Auditor at the end of each month, so the auditor may reconcile the data in SAP with their source of generation on monthly basis. DIAL will also provide access of SAP accounting system and other systems being used for accounting purpose, to Independent Auditor for verifications of revenue items.

(iii) JVC(DIAL) will provide all relevant data and Quarterly signed Financials to Independent Auditor within 7(seven) days from the date of approval of their Board so that auditor will able to submit their draft audit report to DIAL within next 15 days.

(iv) To avoid delay in submission of the quarterly report, the JVC (DIAL) shall reply to the comments of the Independent Auditor within 15 days of receipt of the draft report from Independent Auditor.

(v) After incorporating comments of DIAL, Independent Auditor alongwith draft audit report, shall give a presentation to AAI in the o/o ED-JVC within 15 days from the date of handing over of records Board Meeting held in DIAL towards approval of Quarterly Financials.

(vi) After presentation, auditor will prepare final quarterly audit report by incorporating comments of DIAL on draft report as well as inputs given by AAI. Duly digitally signed audit report (in triplicate) will be submitted by Independent Auditor within 15 working days of date of presentation made to AAI.

(vii) The report should include area of concern with reference to revenue audit.

(viii) The firm / bidder has to provide any other information pertaining to audit as requested by AAI from time to time without charging any additional Professional Fee.

(ix) The Auditor has to submit certified Quarterly Audit Report in triplicate to General Manager(F&A-JVC), Airports Authority of India, Room No 270, 2nd Floor, C Block, Rajiv Gandhi Bhavan, within the prescribed time.

(x) The period of engagement is extendable up to two years on the same terms and conditions including the price as per RFP terms in Section-III.

(xi) All the terms & conditions, scope of work and guidelines mentioned in this RFP shall form part of the contract. Accordingly, you are requested to enter into agreement within 15 days of issue of award letter . You are also requested to bring Non judicial stamp of Rs 100/- for signing the agreement.

(xii) Any further correspondence in this connection shall be addressed to General Manager (JVC).

It is requested to send your acceptance of the above said work within 10 days from receipt of this letter failing which action will be taken as per RFP provisions.

Thanking you,

(Rajesh Khanna)
General Manager (Finance)-JVC

Copy for information to:

1.CEO, Delhi International Airport Ltd. (DIAL), New Udaan Bhawan, Opp. Terminal 3, Indira Gandhi International Airport, New Delhi-110037 - For information please.

2.General Manager(Pre Check)

Signature Not Verified
Digitally signed by RAMBIR SINGH
Date: 2026.05.19 12:43:47 IST
Location: eProcurement System for Central PSUs