

QUOTATION NO.CHPT/CCTPL/1/FR

QUOTATION FOR CHECKING, VERIFYING AND ISSUING A CERTIFICATE FOR THE REVENUE EARNED BY M/s CCTPL FOR THE PERIOD FROM 01.01.2017 TO 31.12.2018.

Sealed quotations in two envelop are invited, for the following scope of work, from the Chartered accountants/Chartered accountant firms having experience of (i) Internal Audit/Statutory Audit in a PSU who have audited either as Statutory auditor or Internal Auditor in a PSU having PPP projects or Concurrent Audit for a PPP Project in a PSU, in the last 5 years and (ii) currently CAG empanelled and having office at Chennai.

1. Scope of Work :

- 1.1. Ensure proper and accurate record/ date/accounts relating to operations of the Project Facilities and services and the revenue earned there from that are maintained by M/s CCTPL. Ensure compliance with Agreement Conditions relating to Non-Transshipment traffic and quantify the shortfall, if any, for the calendar years 2017 & 2018. Track the Investment made by M/s CCTPL till date with detail of such investment. Auditing and verifying the correctness of the revenue earned by M/s CCTPL on calendar monthly basis from 1.1.2017 to 31.12.2018 and issuing a certificate to that effect monthly and annually.

2. Introduction:

- 2.1. Chennai Port Trust entered into a long term Agreement with M/s Chennai Container Terminal Pvt. Ltd. (CCTPL) for the management and operation of the Container Terminals.

3. The main clauses of the Agreement relevant to this job are as follows:

- 3.1. Article II- License and Licensor's Assets (copy enclosed) states the Licensee's obligations under the license.
3.2. Article III states the Project Requirements, Rights and Obligations (copy enclosed).
3.3. Article IV and V deals with the Tariff payments to be made by the Licensee (copy enclosed).

4. The main Financial Obligations of the Licensee M/s CCTPL are as follows:

4.1 As per Article 3.08 (A)(g)

- (i) The licensee shall ensure proper and accurate record/data/accounts relating to operations of the Project Facilities there from by M/s CCTPL.
(ii) Ensure production of necessary books and accounts, connected vouchers and other documents for scrutiny and verification by the licensor with respect to earnings of the licensee in order to comply with accurate royalty payment.

- 4.2 As per Clause 2.01(a) – the licensee is under obligation to pay the royalty as and when the same becomes due and payable.

- 4.3 As per article V, Clause 5.02(a)- M/s CCTPL have to make royalty payments to the licensor, at 37.128% of the gross revenue earned from operation, storage or in any other form recovered / charged from users. Any discounting or rebating in tariff shall not affect the amount of royalty payable by the licensee which shall be calculated on the basis of the amount fixed by the TAMP or the actual tariff recovered/ charged for the actual throughput whichever is higher whether or not licensee is able to recover it or not.

- 4.4 As per Clause 2.01(a) (g) – the Licensee agrees not to assign, hypothecate, sub-license, mortgage or create any third party right, title or interest of any nature in the Licensor's Assets.

- 4.5 As per Clause 3.09 (a) – the Licensee has an obligation to develop Chennai as Hub Port and ensure that within 3 years from the date of commercial operation, Main Line Vessels also call on Port. It shall be condition of the License that the following minimum throughput shall be contributed by the Non-Transshipment Traffic(NTT) i.e., containers not transshipped in the neighbouring ports of Colombo, Singapore, Port Klang, Dubai and Salalah. Failure on the part of the Licensee to bring in the following percentage of NTT consecutively for a period of 3 years shall attract termination as per Article 10.01(a)(vii)(m)
- 20% of Total Traffic in the 3rd year.
 - 25% of Total Traffic in the 4th year.
 - 30% of Total Traffic from the 5th year onwards.
5. Manpower Requirements: - The Chartered Accountant firm shall nominate a partner exclusively to deal with above assignment and co-ordinate with Chennai Port Trust at all times. The Partner shall be in a position to visit the port at any time on any number of occasions required by the Port for the purpose of this contract. The Audit team shall be headed by the Partner and the team shall comprise of atleast 3 Audit Assistants. Any change in the partners nominations shall be made only with the prior written consent of Port Trust.
6. Instructions/ Guidelines for quoting firms:
- 6.1 Quotations, in the undermentioned format, marked “QUOTATION NO. CHPT/CCTPL/1/FR - CONCURRENT AUDIT FOR CHENNAI PORT TRUST – M/S.CCTPL” and addressed to the FA&CAO, Chennai Port Trust, 3rd floor, Centenary Building, Rajaji Salai, Chennai 600001, should reach on or before 7.4.2017 upto 1100 hrs. The technical bid (envelop-1) will be opened on the same day at 1200 hrs. in FA&CAO’s office, before the interested participating firms. The financial bid of only those firms whose technical bids are found in order, will be opened for which intimation will be sent by email to the qualified firms.
- 6.2 Quotations complete in all respects shall be submitted in 2 parts, i.e. Part-I (Technical Bid) comprising Profile and signed copy of quotation document as token of acceptance of conditions) and Part-II (Financial Bid) sealed in 2 separate envelopes clearly super scribing “Technical Bid” & “Financial Bid” on the respective envelops. Both the Bids, i.e. Technical Bid and Financial Bid shall be sealed in a separate envelope with complete quotation details super scribing quotation No., date, name and address of the participating firm.
- 6.3 Financial Bid: Fees should be quoted in the Financial Bid sealed in a separate envelope (envelope-2) and attached as Part II. Rates shall be firm and Service Tax and other Taxes/Duties shall be quoted separately. No Escalation on any account, excluding those on account of Statutory Taxes and Duties will be allowed. The offer shall be valid for a period of sixty days from the date of submission.
- 6.4 Corrigendum/addendum, if any, shall be displayed on Chennai Port Trust website only i.e. www.chennaiport.gov.in and same shall be binding on all the agencies.

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TECHNICAL BID PART-I
PROFORMA FOR SUBMISSION BY TENDERER

S.No.	Particulars	Details
1.	Name of the CA Firm	
2.	ICAI Registration Number of Firm	
3.	Year of establishment	
4.	Address i) Phone No(s) ii) Mobile No(s) iii) Fax No(s) iv) E-Mail ID(s)	
5.	Details of Chartered Accountants a. Number of partners. b. Name of Partners	
6.	(i) Details of Audit/ Audit experience of the Firm. Name and location of Major clients for Internal Auditors/Statutory Auditors in a PSU having PPP projects or concurrent Auditors for a PPP project in a PSU (Self-attested copy of Order issued to be enclosed)	
	(ii) Currently empanelled by C&AG	
7.	PAN of the firm	
8.	Service Tax Registration No.	
9.	Bank Account Number with details of Name of the Bank, Branch Address, Bank code, IFSC code	

Declaration:

I/We hereby certify that:

- (a) All partners whose names are mentioned at point no.-6 above are whole time partners in the firm.
- (b) I/We are aware that any false information provided herein will result in rejection of the offer.
- (c) I/We hereby accept all terms & conditions of the quotation.
- (d) I/We are not in conflict of interest with the concessionaire M/s CCTPL.

Signature of the bidder with seal

Place:

Date:

Note:

- 1. Documentary evidences of all the information as stated above are to be furnished along with the offer.
- 2. All the pages of the terms & conditions and documents submitted are to be signed and affixed with the seal of the firm.

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FINANCIAL BID PART-II

Scope of work and Amount

Scope of work	No. of units	Rate per year	Total Amount
		Rs.	Rs.
(i) To ensure there is proper and accurate record/data/systems and procedures/accounts relating to operations of the Project Facilities and Services and the revenue earned there from are maintained by M/s.CCTPL January 2017 – December 2018 and issue a certificate on completion on a monthly basis.	24 months of the years 2017 & 2018		
(ii) To ensure that the rates mentioned in the schedule of rates are collected by M/s CCTPL. If other charges are collected, whether the same has been taken into account for calculation of Royalty. In respect of charges levied at a lesser rate than the approved rates, to ensure that the difference in charges should have been included in gross earnings for the purpose of Royalty payable. Where the rates charged is higher than the TAMP approved rate this should be highlighted.			
(iii) To carry out concurrent audit in verifying the correctness of the revenue earned by M/s CCTPL and the Royalty paid by the firm to ChPT for twenty four months of the calendar years 2017 and 2018 and to issue a certificate of the correctness of the revenue earned and royalty paid by M/s. CCTPL to ChPT for the calendar years 2017 and 2018 on monthly basis and Annual basis.			
(iv) To verify and to ensure compliance with Agreement Conditions relating to Non-Transshipment traffic and quantify the shortfall, if any, on monthly basis .			

Note :

1. The above rates are exclusive of Service Tax.
2. The above rates shall be kept firm during the entire contract period and no escalation will be allowed on any account.
3. The firm shall complete the Auditing as per the scope of work for each month of the calendar years 2017 and 2018 and to submit a monthly report within a period of 15 days from the completion of a calendar month.
4. Payment for the above work shall be made on completion of Auditing, Issuance of Certificate and on submission of monthly Audit Report for each year.

Signature of the bidder with seal

Place:

Date: