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வ.உ.சிதம்பரனார் துறைமுக பொதுப்பிக் கழகம்  
वी.ओ. चिदम्बरनार पत्तन न्यास  
V.O. CHIDAMBARANAR PORT TRUST  
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय  
MINISTRY OF PORTS, SHIPPING AND WATERWAYS  
भारत सरकार GOVERNMENT OF INDIA  
ADMINISTRATIVE OFFICE, HARBOUR ESTATE,  
TUTICORIN 628 004, TAMIL NADU



**No.FIN-OFFCT-PRJ-PROJE/VI-14(20757)**

**Date: 31/05/2021**

### **CORRIGENDUM-II**

The following corrigendum is issued for the NIT No. FIN-OFFCT-PRJ-PROJE/VI-14(20757) dt:03.05.2021 contract work for above tender document uploaded in the port website and CPP portal on 03.05.2021.

<b>Section of Tender Document</b>	<b>Page No</b>	<b>Existing in the Tender Document</b>	<b>The same may be read as follows</b>
Date of downloading tender	3	03.05.2021 to 17.05.2021	03.05.2021 to 10.06.2021
Date & Time of receipt of tender	3	17.05.2021 upto 15:00 hrs	10.06.2021 upto 15:00 hrs
Date & Time of opening of tender	3	18.05.2021 upto 15:00 hrs	11.06.2021 at 15:00 hrs

The above corrigendum is issued on 31.05.2021 and effected immediately.

Sd/-  
FINANCIAL ADVISER AND  
CHIEF ACCOUNTS OFFICER

To  
a) The Port Website for publishing the same.  
b) CPP Portal.



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भारत सरकार GOVERNMENT OF INDIA  
ADMINISTRATIVE OFFICE, HARBOUR ESTATE,  
TUTICORIN 628 004, TAMIL NADU



**No.FIN-OFFCT-PRJ-PROJE/VI-14(20757)**

**Date: 11/05/2021**

**CORRIGENDUM-I**

The following corrigendum is issued for the NIT No. FIN-OFFCT-PRJ-PROJE/VI-14(20757) dt:03.05.2021 contract work for above tender document uploaded in the port website and CPP portal on 03.05.2021.

Section of Tender Document	Page No	Existing in the Tender Document	The same may be read as follows
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Date & Time of opening of tender	3	18.05.2021 upto 15:00 hrs	01.06.2021 at 15:00 hrs

The above corrigendum is issued on 11.05.2021 and effected immediately.

Sd/-  
FINANCIAL ADVISER AND  
CHIEF ACCOUNTS OFFICER(i/c)

To  
a) The Port Website for publishing the same.  
b) CPP Portal.



**V.O.CHIDAMBARANAR PORT TRUST**

**FINANCE DEPARTMENT**

**NOTICE INVITING TENDER(NIT)**

**BID DOCUMENT FOR WORK OF**

**APPOINTMENT OF "AUDIT OF PPP OPERATIONS AT  
V.O.CHIDAMBARANAR PORT TRUST" FOR A PERIOD OF THREE (3)  
YEARS.**

**TENDER NOTICE NOFIN-OFFCT-PRJ-PROJE-V1-14(27227)**

**FINANCIAL ADVISER & CHIEF ACCOUNTS OFFICER**

**Finance Department,  
V.O.Chidambaranar Port Trust,  
Tuticorin-628004.  
Phone: 0461-2352254  
Fax: 0461-2352201  
Email id: [fa@vocport.gov.in](mailto:fa@vocport.gov.in)**

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**SECTION I – NOTICE INVITING TENDER (NIT)**  
**V.O.CHIDAMBARANAR PORT TRUST**  
**FINANCE DEPARTMENT**  
**NOTICE INVITING TENDER (NIT)**

**TENDER No. FIN-OFFCT-PRJ-PROJE-V1-14(27227)**

Electronic Tenders (Two Cover System) are invited by V.O.Chidambaranar Port Trust, Tuticorin from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of **“AUDIT OF PPP OPERATIONS AT V.O.CHIDAMBARANAR PORT TRUST FOR A PERIOD OF THREE (3) YEARS”**.

1	Estimate Amount	Rs. 27,84,000/-
2	Contract period	THREE YEARS (extendable up to one year)
3	Downloading of Bid document from VOCPT web site.	From <b>03.05.2021 to 17.05.2021</b> upto 15.00 Hrs. at <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> <a href="http://www.vocport.gov.in">www.vocport.gov.in</a>
4	Pre-bid meeting	On 10.05.2021 at 11.00 Hrs, at Administrative Office, Harbour Estate, Tuticorin.
5	Last Date and Time for submission of Tenders	On or Before <b>15.00 Hrs. on 17.05.2021</b>
6	Date and Time for opening of Part I (Cover I) (Commercial bid)	At <b>15.00 Hrs. on 18.05.2021.</b>
7	Validity of tender	<b>120 days</b> from the date of opening the Part I (Cover I) –Commercial bid Documents.
8	Bid Security	“Bid Security Declaration” has to be furnished vide Form II.
9	Submission of Tender*.	Through CPP Portal <b><a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a></b> .

**Note:**

1	The Bidders are advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the bid document.
2	While uploading bid with supporting documents, bidders ensure that all documents are duly signed along with seal in each & every page and serially numbered, scanned properly and uploaded in the CPP Portal.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

**\*Submission of Tender.**

The work will be awarded to firm of Chartered Accountants based on evaluation of tender in two cover system of tendering.

Tenderers can also download the tender document from the V.O.Chidambaranar Port Trust's website: [www.vocport.gov.in](http://www.vocport.gov.in) and <https://etenders.gov.in/eprocure/app>.

For this a set of "Tender Document" has been prescribed containing the scope of work, general conditions governing the process of tendering as well as forms for furnishing the information in Technical Bid Cover –I and Price Bid-Cover-II.

The Tenderer should submit the bid through CPP Portal <https://etenders.gov.in/eprocure/app>.

The last date of receipt of tender is 17.05.2021 at 15.00 hrs. Tender received by this time/ date will be opened on the 18.05.2021 at 15.00 hrs. The tender will be evaluated, and the work will be awarded to the selected Tenderer.

Tenderer requires to submit documents as specified in Requirement & Eligibility, Determination of Responsiveness and Techno Commercial evaluation of this Tender document.

Interested Firms/LLP of Chartered Accountant in taking up this assignment are requested to participate in this tender.

## **SECTION II –INSTRUCTIONS TO THE BIDDERS**

### **1. GENERAL:**

- i) NIT invited through **“TWO COVER SYSTEM”** by V.O.CHIDAMBARANAR PORT TRUST (VOCPT) from eligible bidders for **“AUDIT OF PPP OPERATIONS AT V.O.CHIDAMBARANAR PORT TRUST FOR A PERIOD OF THREE (3) YEARS”**.
- ii) The bid document containing the entire details is available at the [www.vocport.gov.in](http://www.vocport.gov.in) and <https://etenders.gov.in/eprocure/app> for downloading during the period specified in the **NIT (Section – I)**.
- iii) The Bidders must fulfill the Minimum Qualification criteria for pre-qualification and other requirements stipulated in **Section III – Qualification criteria for the bidders** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Part I (Cover I).
- iv) The Contract Agreement will be in force for a period of **Three years** from the date specified in the Work Order and extendable for a period upto **One year** with the same rate, Terms and conditions on mutually agreed basis, which will be based on the satisfactory performance of service during the course of Contract. The Contract is for the completion of Three Years concurrent Audit i.e. 2021-22 to 2023-24.
- v) The Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the firm.

### **2. PRE-BID MEETING**

A pre-bid meeting will be conducted on the date, time and place as specified in NIT (Section – I) at V.O.Chidambaranar Port Trust, Tuticorin. Interested bidders can participate in the pre-bid meeting or the queries can be sent to the designated e-mail id by 10.05.2021 at 11.00 Hrs and the replies to queries will be published on the website, which shall form part of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given.

3. **TENDER SUBMISSION THROUGH :**

The tenders should be submitted online through CPP Portal. Tenderers can download the tender document from the V.O.Chidambaranar Port Trust's website: [www.vocport.gov.in](http://www.vocport.gov.in) and <https://etenders.gov.in/eprocure/app>.

4. **CORRECTION/VARIATION:**

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The Bidders should not submit any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same will be rejected.
- iii) The bidder's proposals deemed to include all prices for the **Scope of Work** specified in **Annexure E** of the bid document and no arithmetical correction or price adjustments are allowed.
- iv) Tender should be complete in all respects for taking a decision immediately on opening of the Tender.

5. **TRANSFER OF BID DOCUMENTS:**

Transfer of bid documents submitted by one intending Bidder to another is not permissible.

6. **ADDENDA / CORRIGENDA:**

Addenda/Corrigenda, if any to the bid documents will be issued by the Port only in the Port's website/CPP Portal, prior to the date of opening of the tenders.

7. **INCOMPLETE DETAILS AND CANVASSING:**

The Port does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

8. **HISTORY OF LITIGATION:**

A consistent history of litigation or arbitration awards with the Port by the applicant may result in disqualification.



9. **OUT STANDING DUES TO PORT:**

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, else they will not be allowed to take part in this tender and the bid document submitted in any way will not bind the Port to accept their participation in the subject tender.

10. **BID SECURITY:**

The bidder has to upload self-attested scanned copy of 'Bid Security Declaration', as per **Form II**, accepting that, if the bidder withdraws or modifies their bids during period of validity etc., the bidder will be suspended for the time specified in this tender document. Bids without 'Bid Security Declaration' will be summarily rejected.

11. **BID OPENING:**

The Part I (Cover I) –Techno Commercial Bid containing the Qualification Criteria documents listed in the List of Documents to be enclosed as in **Annexure A of Section VIII** and any other documents submitted by the Bidders will be opened on the scheduled date and time as indicated in the NIT, in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.

12. **PAYMENTS :**

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

13. **EXPENSES INCURED BY THE BIDDER:**

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the Commercial bid / price bid or at any other time.

14. **UPLOADING OF BID DOCUMENTS**

The bidder shall on his own responsibility have to download and upload the bid document in the provided CPP Portal. The Bidder has to make his own arrangements to overcome the Internet, electricity or other connectivity failures to complete the Tender filing online at his own risk and cost and Port will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.

The terms of the Tender schedule, conditions of firm any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instruction provided in the bid document or in the e-portal.

15. **COMMUNICATION FOR INFORMATION :**

Any further information regarding the subject tender may be obtained in writing from the undersigned.

**Financial Adviser and Chief Accounts Officer,  
Finance Department,**

V.O.Chidambaranar Port  
Trust, Thoothukudi,  
Tamilnadu

Phone: 0461-2352254

Fax:0461-2352201

E-mail id: fa@vocport.gov.in

Website:[www.vocport.gov.in](http://www.vocport.gov.in).

## **SECTION III–QUALIFICATION CRITERIA FOR THE BIDDERS**

### **PART I (COVER I) – Qualification Criteria(Techno Commercial Evaluation)**

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

#### **A. Requirement & Eligibility:**

The work is proposed to be given to a reputed firm having the following criteria:

- a) Experience in similar works\* with Organizations having turnover of more than Rs.100.00 crores. (16.67% of Port's Turnover of around Rs.600.00 crores). Any of the one year during the last 3 years (2019-20, 2018-19 &2017-18). In case of having experience in organisation the bidder shall submit Proof of Work Order and Work Completion Certificate for the experience claimed **(Refer Form III)**.
- b) The firm should also have at least 4 partners with professional qualification in the field of work i.e., Port Experience.
- c) The Auditor's firm should furnish evidence for having audited three different Public / Private Limited Companies for three different years(2017-18, 2018-19 and 2019-20) having turnover of more than Rs.100.00 crores under Companies Act, 2013 in the last 3 years.

\*Similar Work:The Firm should have experience in PPP operation Audit/ Internal Audit/ TAX Audit/ Concurrent audit in Port sector only.

## **SECTION IV – EVALUATION OF THE BID DOCUMENT**

### **1. Determination of Responsiveness:**

A responsive tender is one which inter-alia confirms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as described below:

The bidders should submit the following documents, failing which their offer will be treated as non-responsive and their bid will be summarily rejected without techno commercial evaluation.

- i) Copies of attested Original registration certificate/ICAI Firm registration details, CAG Empanelment Proof, Documents incorporating the legal entity and defining its legal status, PAN & GST registration Certificate, Firm Profile and Details of Partners, Place of registration and principal place of business, etc.
- ii) Bid security declaration as per **Form II**.
- iii) Declaration of Authorised Representative of the bid in Non-judicial stamp paper with denomination not lesser than Rs.100/-duly signed by all the Partners. The bidders must submit a Resolution copy of the Firm/LLP authorising a Partner to represent the bidder including signing of Tender document and discharge of all Tender related matters, else, all the Partners of the Firm/LLP has to sign the Form IV duly authorising a Partner/Person to represent. The bids submitted without **Form IV** will be summarily rejected.
- iv) (a) The bidder must not have been terminated or declared ineligible/blacklisted by any Major Ports/ Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT.  
(b) Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the party's concerned and disputed amount should be furnished.  
(c) A declaration to the effect of iv(a) & (b) should be furnished as per format prescribed as **Form V**.

## **2. Techno Commercial Evaluation:**

- i) The documents submitted by the bidder as specified in **Form III** will be evaluated based on the Work Order and Work completion certificate of similar Work and value of the work fulfilling the Eligibility criteria.
- ii) After scrutiny of the documents submitted, the eligible bidders will be pre-qualified based on the details provided by them. The tenders, which do not satisfy the qualifying criteria as mentioned under **Section-III –Qualification criteria** shall be rejected.
- iii) The Port may verify the original documents of the Copies submitted by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years, forfeiture Bank Guarantee either jointly or separately.
- iv) The shortlisted bidders after the evaluation will be informed through e-mails after short listing and the same will also be published in the Port website. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within the specified days from the date on which published in the website. Objections if any, received after this date will not be entertained.
- v) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalised.

## **3. Price Bid Evaluation:**

- i) The bidders shall quote the rates as **Part II (Cover II) – Price bid** provided in **Annexure D** of the bid document. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by the Port on a date and time to be notified later. The bid shall be opened in the presence of such bidders and/or their authorised representatives, who wish to be present at the time of opening, at their own cost.
- ii) After opening of the price bids, the same shall be listed out and read out to the bidders who are present at the time of opening of price bid.
- iii) The price bid will be evaluated based on the rate quoted by the bidders in the **Part II (Cover II) – Price bid** and the bidder quoting the lowest percentage rate will be declared as the successful bidder.

- iv) If the lowest percentage quoted happens to be the same for more than one bidder, the concerned bidders alone will be asked to again submit revised price quotes in sealed covers within the time to be prescribed by Port.
- v) No conditionality is to be attached in the Price bid other than furnishing the Price quote.

**4. Award of Work:**

- i) The work will be awarded to the successful bidder(s) for providing PPP Audit as specified in the **Scope of Work of Annexure E**.
- ii) The decision of this Port shall be final in this regard.
- iii) The Port reserves the right to accept or reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.

## **SECTION V – INSTRUCTION TO SUCCESSFUL BIDDER**

### **1. Letter of Intent**

The letter of intent will be issued to the successful bidder through e-mail/post after evaluation and obtaining approval of the competent authority for fulfilment of the formalities. The successful bidder has to fulfil the same within 15 days from the date of issue of letter of intent or within the extended date as the case may be.

### **2. Branch at Tuticorin**

The Successful Tenderer has to establish its Office at Tuticorin within 3 Months from the date of acceptance of the award of contract with Minimum one Chartered Accountant to be stationed at Tuticorin failing which the Performance Security submitted by the Successful Tenderer shall be forfeited, apart from Termination of Contract.

### **3. Performance Security:**

- i) The successful bidder shall deposit an amount equal to **3%** of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalised Bank or a Scheduled Bank having net-worth of above **Rs.100 crores** having its branch at Tuticorin and encash able at Tuticorin in the form as per specimen in the **Annexure C** of the Bid document shall be in compliance with for a digital confirmation(SFMS) for the Bank Guarantee and the same shall sent along with a letter from the Bank directly to the Port within 15 days from the date of issue of letter of intent with a claim period throughout the contract period and additional 90 days.
- ii) The successful bidder may also deposit the Performance Security amount through E-payment to Port Bank Account in lieu of Bank Guarantee. However, the Port may relax the above time limit of 15 days and may extend for further period of 6(six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically and the Earnest Money Deposit will be forfeited by the Port.
- iii) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the firm either in part or full, shall be

encashed by the Port and the firm shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the firm shall have to pay an interest of SBI base rate MCLR+2% per annum for the period of delay in making good the Performance Security Deposit.

- iv) The Performance Security should remain valid for a period of 90(Ninety)days beyond the date of completion of all contractual obligations of the Successful Tenderer including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.

#### **4. Work Order:**

After fulfilment of the conditions specified in the Letter of Intent, the Port shall issue Work Order to the successful bidder.

#### **5. Signing the Contract Agreement:**

- i) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided in **Annexure B** of the bid document on Tamil Nadu State Government stamp paper of the value of Rs.100/- within 7 days of the issue of work order.
- ii) Non-fulfilment of the above condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award.
- iii) Further, the Port reserves the right to take action as deemed fit against such default bidder. The penal action may include reference to C&AG/RBI and also to the ICAI/IPA for necessary action. Also, the bidder shall be Blacklisted for a Period of 3 years from participating in the Bids issued by the Port.

#### **6. Security Deposit:**

Security Deposit at the rate of **10%** will be deducted from each running bill after adjusting the amount already deposited by the firm as EMD subject to a maximum accumulation of **5%** of the tendered value. The Security Deposit



shall remain with the Port till the date of completion of all contractual obligations of the firm including statutory obligations and will be refunded without any interest after adjusting any dues payable to the Port/ Statutory Authorities.

**7. Deployment of Manpower**

The successful bidder shall deploy the minimum Manpower as specified in the Scope of Work under point no.6 of Annexure – E of the Tender document for conduct of the PPP Audit Work.

**8. Debarment:**

A bidder shall be debarred if he has been convicted of an offence

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of the Port for a period not exceeding three years commencing from the date of debarment.

## **SECTION VI – SCOPE OF WORK, STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS**

### **1. Scope of Work**

The detailed scope of work is as mentioned in **Annexure E** The Firm should commence the work from the date to be specified in the Work Order at V.O.Chidambaranar Port Trust.

### **2. Statutory compliance and contractual obligations**

Statutory compliance and contractual obligations to be complied with by the Successful Bidder.

#### **i. TDS:**

TDS will be deducted at the rates as applicable from time to time. It is open to the firm to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

#### **ii. Goods and Service Tax :**

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills/ invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The said GST shall be reimbursed by the Port to the firm on his making available the GST claimed by him in GSTR-2A against the Port GST number.

#### **iii. Compliance with the EPF / ESI Act:**

- a) The firm should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- b) Any interest or penalties payable to EPF/ ESI Authorities due to the default of the firm, the same shall be adjusted against any dues payable to the firm or from Performance Security/ Security deposit.

## **SECTION VII – GENERAL CONDITIONS OF CONTRACT**

The firm is the successful bidder in the subject Tender published by the Port for **“AUDIT OF PPP OPERATIONS AT V.O.CHIDAMBARANAR PORT TRUST FOR A PERIOD OF THREE (3) YEARS”**. The Professional firm being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the service more specifically detailed in the **Scope of Work in Section VI** of the bid document. The following General terms and conditions of this Contract shall also form part of the above-mentioned tender.

1. The bidder must have PAN, GST, EPF, ESI, CAG/RBI Empanelment details.
2. The firm should have adequate manpower in the category of Chartered Accountant (Final and Intermediate) and Audit Assistants for PPP audit work to carry out the Audit as per the scope and terms and conditions of PPP Audit of subject tender.

### **3. Consideration**

The price to be reimbursed by the Port to the firm for the whole of the work to be done and the performance of all the obligations undertaken by the firm as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the firm in the above mentioned tender.

### **4. Period of Contract:**

The Contract is valid for a period of **Three years** from the date specified in the Work Order. The Contract **may be extended for a further period of one year on mutually agreed** basis at the same rates, terms and conditions as decided by the Port, if the services are required by the Port and the performance of the firm is found satisfactory by the Port.

### **5. Non-performance of Contract/ Breach of Contract:**

In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the firm of the terms and conditions of the Contract, the Port will issue notice to the firm indicating such unsatisfactory performance or non-compliance by the firm, for compliance and if the firm fails to comply within a period of 30 days from the date of issue of notice by the Port, the Port reserves the right to terminate the contract following the procedure stated in Para No.6 of this Section below. In such event, the Performance Security and

Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the firm or its employees or the manpower deployed for the performance of the Contract.

**6. Malpractice or furnishing of false information:**

In case of suppressing of any facts or furnishing of false information or malpractice committed by the firm anytime during the tender process and/or during the contract period, the Port shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the Port reserves right to encash the Bank Guarantee/Performance Security and/or Security Deposit lying with the Port. In addition to the above, the Port may also blacklist or suspend or debar the firm from participating in future tenders, as the Port thinks deem fit.

**7. Termination of Contract**

Consequent to the failure of the firm to comply with the notice issued for non-performance/ breach of contract, Port will issue a notice giving the firm 7 days' time asking him to show cause as to why the contract should not be terminated.

If no reply is received or if the reply received from the firm within given time is found to be not satisfactory, Port will terminate the contract with immediate effect. In such case performance Security and Security deposit shall be forfeited.

**8. Discontinuance by the firm**

If the firm is not in a position to continue the contract, the firm should give 90 (ninety) days in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

**9. Foreclosure of the Contract by Port**

The Contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the firm during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security Deposit and Security deposit will be refunded to the firm, subject to recoveries, if any.

**10. Conflicting relationships**

A firm found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

**11. Change in Constitution**

The firm/ Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the Port, during the existence of the Contract.

**12. Insolvency / Bankruptcy / Winding up/Blacklisting etc.,**

The Port shall be entitled to cancel / terminate the Contract before expiry of contract period, if the firm is declared as Blacklisted/insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the firm or if a substantial portion of the assets, property, revenues or business of the firm is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick companies applies to the firm or the firm is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the firm or the firm is reconstituted or the business or operations of the firm is closed either due to disputes inter-se amongst its stakeholders or otherwise.

**13. Penalty for Delays/Liquidated Damages:**

The Report as per tender for each calendar month shall be submitted specified in Annexure E(4V). For delayed submission of monthly Report, Penalty of 1% of Monthly Audit Fee in proportion to quoted in the Price Bid will be levied for each week or part thereof of delay subject to a maximum of 10% of total value of contract throughout the contract period.

**14. Confidentiality:**

The firm and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the firm shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except the information

that are available in the public domain. In the event of receipt of any legal/statutory notice to disclose the information shared by the Port, the same shall be done by the firm only after giving a prior intimation to the Port.

**15. Damage to Property:**

The firm shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the firm, his employees, agents, representatives and/or manpower deployed by the firm, the firm shall make good the loss as assessed by the Port.

**16. Indemnification:**

The firm/LLP shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the firm's part to be performed under the terms and conditions of this Contract or arising from any negligence of the firm, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/non-adherence/ non-compliance of any statutory provisions which is as per law the firm is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

**17. Changes in terms of a concluded Contract:**

No variation in the terms of a concluded contract can be made without the consent of the parties.

**18. Identity Cards/Entry Passes :**

Port shall arrange for providing identity cards/entry passes on payment by the successful bidder to his representative and manpower deployed under this Contract. All such deployed manpower shall always wear the identity card while at Port premises and on duty.

**19. Accident or injury to workmen :**

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the firm and the firm shall indemnify and keep indemnified the Port against all such damages and

compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**20. Dispute Resolution:**

- i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, the same shall be referred to the concerned Head of the Department, V.O.Chidambaranar Port Trust, Tuticorin.
- ii) In case, the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairman and other members to be nominated by Chairman, VOCPT.
- iii) If the dispute remains unresolved, the same shall be referred to the Chairman, VOCPT whose decision, in this regard, is final and binding on both the parties to the contract.

**21. Notice:**

Any notice to the firm shall be deemed to be sufficiently served to the firm directly or to any person as declared in **Form V of Annexure A**, if given or left in writing to the address or sent through E-mail ID given in response to the bid document declared in the **Form I of Annexure A**. Responsibility to notify any change in address and/or email-id, entirely lies with the firm.

**22. Applicable Law and Jurisdiction:**

The contract shall be governed by and constructed according to the laws in force in India. The firm shall hereby submit to the jurisdiction of the courts situated at Tuticorin for the purpose of actions and proceedings arising out of this contract and the courts at Tuticorin shall have the sole jurisdiction to hear and decide such actions and proceedings.

**23. Other Conditions of Contract:**

- a) The work shall be carried out as set out in the scope of work covered in the contract. The Chartered Accountant firm on award of the work shall commence the work by deploying the required and adequate manpower with

required qualification for executing the scope of work. Further compliance of ESI Act 1948 & EPF and MP Act 1952 shall be ensured, wherever required.

- b) All requirement of stationery, computer system/laptop/Printer shall be provided by the professional firm himself and they should bear the firm's name for identification of reports/documents generated by them.
- c) The general place of work shall be the office of the PPP Operators which is near to Port Administrative Office of V.O.Chidambaranar Port Trust.
- d) The tenderer and his employees shall maintain strict confidence of all information received by them in the course of performance of their duties. Any violation in this regard will be viewed seriously and will be liable for appropriate action. They shall not take any document/materials outside the Port premises without the written permission of the designated officers of the Port.
- e) The work shall be carried out as per the scope and procedure indicated in the tender and Audit report has to submit the Port as define in the Annexure-E(4V)
- f) The normal working hours of Office shall be 10.00 AM to 6.00 PM.
- g) Adoption: The Contract shall be governed by the provisions or amendments or clarifications of Major Ports Act, 1963, Indian Ports Act, 1908, Merchant Shipping Act, 1958 and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the firm to comply with all such acts, rules, regulations, and directives issued by the Government of India and/or others communicated by the Port from time to time.



## **SECTION VIII – ANNEXURES AND FORMS**

### **Annexure A**

#### **QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF DOCUMENTS TO BE ENCLOSED**

All bidders shall include the following information with their bids by submitting the relevant documents after being filled, signed with seal and serially numbered by the Bidder.

#### **PART I (COVER I) – TECHNO-COMMERCIAL BID.**

<b>Sl.No</b>	<b>Qualification Documents to be submitted</b>	<b>Submitted Page Ref No.</b>
1.	Notice Inviting Tender (NIT)	
2.	Form I – Details of Firm	
3.	Form II - Bid Security Declaration	
4.	Form III – Past Experience Copies of Work order and Work Completion Certificate. Profit and Loss)	
5.	Form IV – Declaration of Authorised Representative of the bid	
6.	Form V - Tender Acceptance and Declaration on Litigation & Blacklisting.	
7.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
8.	Total number of the pages submitted by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

**FORM-I**

**Form I- Details of Firm**

1. Name of the firm :
2. Registration No and date :
3. Address of the firm :
4. Telephone no. :
5. E-mail address : FAX No.
6. No. of years in the business : PAN No.
7. Information about the firm for the past Seven years:

No.	Particulars	Details/No.
1	Number of Clients with Turnover exceeding 100 Crores(Details to be furnished- Form III)	
2	Total staff Strength including partners	
	(a) Total number of Qualified Chartered Accountants:	
	(i) No. of Partners & Qualification (Proof to be enclosed)	
	(ii) No. of Paid Chartered Accountants Other than Partners	
3	Total number of Staff/ Articled Assessments:	
	(i) No. of Inter-Qualified -	
	(ii) No. of Post-Graduate -	
	(iii) No. of Graduate -	
4	C&AG Empanelment details(Enclose Proof)	
5	GST Registration Number(Enclose Certificate)	
6	PAN(Enclose Copy)	
7	Deed of Partnership	
8	Any other document	

**Bid Security Declaration**

To,  
The FA&CAO,  
Finance Department,  
V.O. Chidambaranar Port Trust,  
Tuticorin 628 004.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for the time specified in the tender document if I am /We are in a breach of any obligation under the conditions specified in the bid document, because I/We

(a) have withdrawn/modified/amended, impairs, or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)  
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration) Name: (insert complete name of person signing the Bid Securing Declaration) Duly Authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on day of (insert date of signing)

**FORM – III****(A) Details of Past Experience:**

#	Year	Name& Address of Organisation	Value (in Rs.)	Work order reference No.	Period		Date of completion certificate	Turnover of the Client
					Commencement	Completion		
1	2019-20							
2	2018-19							
3	2017-18							
4	Similar Work							

Note: The copies of the documents containing above information like work order and completion certificate in the format attached Form IV have to be submitted duly self-attested.

**(b) EXPERIENCE / COMPLETION / PERFORMANCE CERTIFICATE**

*(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors).*

This is to certify that M/s ----- awarded the contract -----  
----- and executed in this organization as per the details furnished below:

1. Name of the work :
2. Work order number/ agreement number and date:
3. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the firm: Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place: .....

Name .....

Date: .....

Designation

.....

Organisation with Address.....(Seal).....

Note :

- (i) Furnishing the information in the format is preferable.
- (ii) However, certificate(s) submitted in any other format should contain all the required information as in the Form IV(b).

**(TO BE PROVIDED IN RS.100/- NON-JUDICIAL STAMP PAPER)**

**DECLARATION OF AUTHORISED REPRESENTATIVE**

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,..... (Name)being the  
(Proprietor/Partners/Karta/Managing Directors and whole time  
Director/Members of Managing Committee of Associations/Board of Trustees  
etc.) of ..... (Name of the Bidder), hereby solemnly affirm and  
declare that the ..... (Authorised Signatory) is hereby authorized,  
vide resolution No. (Resolution Number) dated..... (Resolution Date)  
(copy submitted herewith), to act as an authorized signatory for the  
business.....(Name of the Bidder) for which submission of bid is being  
filed under the tender. All his actions in relation to this tender will be binding on  
me/us.

Signature of the person competent to sign

Name & Seal:.....

Description:.....

Name of the Business Entity:.....

**Acceptance as an Authorized Signatory**

I (Authorised Signatory)hereby solemnly accord my acceptance to act as  
authorized signatory for the above referred business and all my acts shall be  
binding on the business.

Signature of Authorised Signatory:

Name & Description:

Place & Date:

**Note:**

- 1) For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized

representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.

- 2) Tender by a firm shall be signed in the name of the firm by a duly authorized representative power of attorney in their behalf shall accompany the tender.
- 3) If the above firm (Form – IV) is not being submitted on Rs.100/ non-judicial stamp paper, the bid shall not be considered.

**NOTICE INVITING TENDER FOR APPOINTMENT OF A SERVICE PROVIDER  
C&AG “AUDIT OF PPP OPERATIONS AT V.O.CHIDAMBARANAR PORT TRUST  
FOR A PERIOD OF THREE (3) YEARS”.**

**TENDER ACCEPTANCE AND DECLARATION ON LITIGATION AND  
BLACKLISTING**

**(To be provided on the bidder’s company letter head with signature and  
seal)**

To

Sir,

Subject: \_\_\_\_\_

Tender Reference No:\_\_\_\_\_ for “AUDIT OF PPP OPERATIONS AT  
V.O.CHIDAMBARANAR PORT TRUST FOR A PERIOD OF THREE (3) YEARS”.

WE DECLARE THAT:

1. I/We have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned, and disputed amount is as given below
  1. \_\_\_\_\_
  2. \_\_\_\_\_
3. I/We am / are not blacklisted or debarred in the last three years from providing service by any Central/State Government/Autonomous bodies/PSEs/ PSUs /Nationalized Banks / Public Limited or Private Limited Companies, etc., in India.



4. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely:\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
5. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No.\_\_\_\_ to \_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein.
6. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Trust for the above subject work has also been taken into consideration, while submitting this acceptance letter.
7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.
8. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
9. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then V.O.Chidambaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Name & Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACT AGREEMENT FORM**

(To be entered in Rs...../- - non-judicial stamp paper)

This AGREEMENT is made on this ..... day of .....Month of.....  
Two Thousand ..... (....., 20....) between

M/s.V.O. Chidambaranar Port Trust, Board of Trustees, a body corporate under Major Port Trusts Act, 1963, represented by its ..... Shri. ...., s/o..... having its office at Administrative building, V.O. Chidambaranar Port Trust, Tuticorin – 628 004 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm /) having its place of business at ..... represented by its ..... (Description) Shri....., s/o..... (hereinafter referred to as 'Firm' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

**WHEREAS** the Board of V.O.Chidambaranar Port Trust, Tuticorin is desirous of the work comprising "PROVIDING PPP AUDIT OF FINANCIALTRANSACTIONS OF V.O.CHIDAMBARANAR PORT TRUST, TUTICORIN".

**WHEREAS** the Firm has offered to execute and complete such works and whereas the Board has accepted the tender of the Firm and

**WHEREAS** the Firm has furnished a sum of Rs...../- (Rupees ..... only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Security deposit as stipulated in **Para No.6** of the **Section V** of the bid document and the Security deposit will be collected by deductions from the monthly running bills, at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

1. Notice inviting Tender.
2. Instruction to the Bidders.
3. Scope of Work, Activity Schedule and other requirements.
4. General Conditions of Contract.
5. Special Conditions of Contract.
6. Annexures and Forms.
7. Price bid.
8. Work Order No.....
9. Any correspondences and documents that touching the tender/Contract.

The Board hereby covenants to pay the Firm in consideration of such services for the "Contract Price" at the time and in the manner prescribed in the Tender/Agreement.

**IN WITNESS WHEREOF** the parties here into have set their hands and seals the day and year first written.

The common seal of the Trustees of V.O.Chidambaranar port was here into affixed and

The ..... thereof, has set his  
Hand in the presence of

V.O.Chidambaranar Port Trust

Signed and sealed by

The Firm in the presence of

Witness with signature:

1) Name & Address

2) Name & Address

**FORM OF BANK GUARANTEE**  
**(For Performance Security)**

In consideration of the Board of Trustees of V.O.Chidambaranar Port Trust (hereinafter called as "Port") represented by its....., having agreed to exempt..... (hereinafter called "Firm") from the demand, under the terms and conditions of Contract awarded with No..... on ..... made between the Board and the Firm for **“AUDIT OF PPP OPERATIONS AT V.O.CHIDAMBARANAR PORT TRUST”**(hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Firm(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. .... (Rupees ..... only).

2. We,..... (hereinafter referred to as the Bank) at the request of the Firm(s) do hereby undertake to pay to the Port an amount not exceeding Rs...../-(Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said firm(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the firm do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said firm(s) of any of the terms and conditions contained in the said Agreement or by reason of the firm(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs...../-.
4. We undertake to pay to the Port any money so demanded not withstanding any dispute or disputes raised by the firm(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the firm(s) shall have no claim against us for making such payment.
6. This Bank Guarantee shall be valid upto..... (“Period”). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said firm's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of firm(s) renew or extend this Guarantee for such further period or periods as the Port may require.
7. We, the Bank further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said firm(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said firm(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said firm(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the firm(s).
9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

Dated the ..... day of ..... month of 20..... at .....

**V.O.CHIDAMBARANAR PORT TRUST  
FINANCE DEPARTMENT**

**Part II-Price Bid**

<b>SL. No</b>	<b>Particulars</b>	<b>Estimate (Rs.)</b>	<b>Amount in figures(Rs.)</b>	<b>Amount in Words(Rs.)</b>
1	PPP Audit fees for the Financial year 2021-22, 2022-23 & 2023-24 Conducting Audit for financial transactions of all the Operators of 4 projects carrying operations on PPP basis/ License basis in V.O.C. Port Trust (Price bid quoted for 3 year excluding GST).	27,84,000		
	<b>Total</b>	27,84,000		

Note

1. No additional payment shall be admissible on any account.
2. Goods and Service Tax (GST) on fees as applicable shall be paid subject to receipt of claim and subsequent reflection in GSTR 2A of VOCPT as eligible ITC.
3. Rates are to be quoted in figures as well as in words. In case of difference between quotes in figures and words, the quotes in words shall prevail.
4. No Conditionalities to be attached to the Price Bid.

**SCOPE OF WORK**

- 1) The Audit is to be conducted with a view to see whether:
  - a) All the earnings earned by the respective PPP operator Specified below is covered under Gross earnings reported by the Operator as well as Earnings considered for the Revenue share due to the Port.
    - (1) M/s.Dakshin Bharat Gateway Terminal Private Limited – Operation of 8th Berth
    - (2) M/s.Imcola crane company pvt. Ltd. – Operation of 3 Nos. of HMC
    - (3) M/s.Chennai Radha Engineering Pvt. Ltd - for operation of conveyor at 9th berth
    - (4) M/s. Seaport Shipping Private company for operation of Hoppers.
  - b) There are no delays and /or irregularities in maintaining the Accounts and reports, as per statutory regulation; specified in article 9.4 of Concession Agreement/ clause in specified License Agreement.
  - c) The Audit is to ensure the compliance of all clauses relevant to Financial issues viz., Gross Earnings earned, Financial closure, Amount due to Port etc., as per the respective Concession Agreement/License Agreement entered with VOCPT by the respective PPP Operator/License Operator.
  - d) Reports submitted are supported by basic records.
- 2) The Audit shall cover the compliance of relevant Articles of Concession Agreement relating to Revenue related matters and Finance related issues like sharing of data through online, submission of Audited Annual Accounts, Shareholding pattern and accordance with the Accounting Standards and Income Tax Act etc.
- 3) Periodicity and Methodology: The audit has to be done for concurrent audit on monthly basis and to be done for the years 2021-22, 2022-23 and 2023-24. Further, rates are to be quoted for concurrent audit per annum basis excluding GST.
- 4) Audit Report
  - i. a) The report shall be submitted in two parts. The first part will contain a general report on Revenue earned and second part will contain revenue share to be remitted warranting report on omissions and evasions and appropriate rectification/compensation to the Port.

- b) Compliance of relevant section of Concession Agreement with Concessionaire/License Operator.
- ii. The report should be submitted with 1 CD and 2 hard copies and by mail to FA mail (fa@vocport.gov.in) endorsing copy to relevant BOT Operator/License Operator on monthly basis and an Annual Report in comprehension manner.
- iii. The Report should concentrate/give more attention to improvement in System Controls in the collection of Revenue share and monitoring the operators of BOT/License Operators with respect to compliance of Revenue Related and Financial issues related clauses of the Concession Agreement.
- iv. Presentation has to be made by the Auditor on quarterly basis with the observations, findings and future course of action
- v. The work shall be carried out as per the scope and procedure indicated in the tender. On completion of audit for each month of Financial year 2021-22,2022-23 and 2023-24, a detailed report in the prescribed form is to be submitted indicating the work done covering revenue earned and revenue share due thereon to the port with respect to upfront tariff for each PPP Project (List and scope of operation is enclosed as Annexure-E(1a)) as well as running note highlighting the observations submitted with in ten working days after completion of each calendar month.
- vi. Annual/half yearly report also be submitted to the Port with reconciliation with figure from the Annual/ half yearly report submitted by the PPP operators.

#### 5) Requirements to be fulfilled as part of Scope of Work

#### A REVENUE SHARE:

It should be verified whether all charges collected by the respective Operator are as per the upfront tariff approved by Tariff Authority for Major Ports and the same is considered as Gross Earnings for the purpose of calculating Revenue Share. Other Financial issues like shareholding pattern, Penalty for work achievement of performance standard etc., as per concession agreement shall also be verified and reported in the monthly report.

#### B TERMS OF PAYMENT:

The monthly payment will be released within 30 days from the acceptance of the Audit Report as per price bid column no 3 on proportionate basis. The tax invoice of bill shall be raised as per



GST provision and the payment shall be made after deducting applicable TDS and other recoveries. Further, GST, if any applicable shall be paid to service provider only on receipt of claim along with necessary proof of payment or after reflection in the GSTR-2A of the VOCPT as eligible ITC.

6) Manpower:

The minimum manpower requirement for the whole assignment is as follows to cover all 4 PPP Projects:

Sl. No	Description	No of Manpower	No. of Visit	
1	CA-Qualified	1	2	days
2	CA Inter/CMA Inter	1	26	days
3	Assistants-B. Com	2	26	days

7) NOMINATION OF A PARTNER & COMPOSITION OF AUDIT TEAM :

(i) The Chartered Accountant firm/LLP shall always nominate a partner exclusively to deal with the PPP Audit and co-ordinate with VOC Port Trust. The partner shall be in a position to visit the Port at any time on any number of occasions for the purpose of carrying out the PPP Audit work. Apart from that the Partner of the firm shall also be in a position to come for any discussion/meeting convened to deliberate on the PPP Audit Report on any number of occasions at any point of time. Any non-response/default in this regard will be considered as deficiency in service. The Chartered Accountant firm shall give the details of the partner so nominated along with the address, telephone no., mobile no., fax no., e-mail ID, etc. Any change in the Manpower deployed shall be made only after getting prior written consent from V.O.Chidambaranar Port Trust.

(ii) The firm shall deploy an Audit Team for the concurrent audit of PPP operation at VOCPT minimum as define in para no 6 above.

- 8) Further, the consultant has to comment on the accuracy of the software, which is being used for recording the transactions and billing of the same thereon by the respective operators.
- 9) Any other work as entrusted by the VOCPT in connection with the operations of the above four PPP / License Operators.