

V O CHIDAMBARANAR PORT TRUST

FINANCE DEPARTMENT

NIT No: FIN-OFFTA-API-INTER-VI-18/23017

Date:16.07.2020

CORRIGENDUM

The following Corrigendum is issued for NIT No. FIN-OFFTA-API-INTER-VI-18/23017 for Appointment of A Service Provider (C&AG Empanelled Chartered Accountant Firm) to render Internal Audit Services to V.O.Chidambaranar Port Trust for a Period of Two(2) years uploaded in the Port website on 23.06.2020.

Sl.No	Section of Tender Document	Pg. No	Existing in the Tender document & Corrigendum dt.13.07.2020	Read as
1	Downloading of Bid document from VOCPT web site.	3	From 23.06.2020 to 28.07.2020	From 23.06.2020 to 03.08.2020
3	Last Date and Time for Submission of Tender	3	On or Before 15.00 Hrs. on 28.07.2020.	On or Before 15.00 Hrs. on 03.08.2020.
4	Date and Time for opening of Part I (Cover I) (Commercial bid)	3	At 15.30 Hrs. on 29.07.2020.	At 15.30 Hrs. on 04.08.2020.
5	Submission of Tender.	3	Through C-PP Portal- https://eprocure.gov.in/e-procure/app from 14.07.2020 to 28.07.2020.	1. Through C-PP Portal- https://eprocure.gov.in/e-procure/app extended from 14.07.2020 to 03.08.2020. 2. The bidders who were already submitted their bid through Post are required to submit bids through C-PP Portal in the subject Tender.

6	TENDER SUBMISSION THROUGH:	4	The tenders should be sent through Registered post /speed post/In-person/Courier addressed to FA&CAO, V.O.C.Port Trust, Admin Office Building, Tuticorin – 628 004.	<p>1. Through C-PP Portal- https://eprocure.gov.in/eprocure/app extended from 14.07.2020 to 03.08.2020.</p> <p>2. The bidders who were already submitted their bid through Post are required to submit bids through C-PP Portal in the subject Tender.</p>
6	NIT	-	Replacement of the Word “Contractor”.	The Word “Contracter” appearing in the Tender document shall be replaced with “Internal Auditor/Professional firm”

The above Corrigendum is issued on 16.07.2020 and shall be effected immediately.

Sd/-
16.07.2020
FA&CAO.

V O CHIDAMBARANAR PORT TRUST

FINANCE DEPARTMENT

NIT No: FIN-OFFTA-API-INTER-VI-18/23017

Date:13.07.2020

CORRIGENDUM

The following Corrigendum is issued for NIT No. FIN-OFFTA-API-INTER-VI-18/23017 for Appointment of A Service Provider (C&AG Empanelled Chartered Accountant Firm) to render Internal Audit Services to V.O.Chidambaranar Port Trust for a Period of Two(2) years uploaded in the Port website on 23.06.2020.

Sl.No	Section of Tender Document	Pg. No	Existing in the Tender document	Read as
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5	Submission of Tender.	3	The tenders should be sent through registered post /speed post/In-person/Courier addressed to the FA & CAO, V.O.C.Port Trust, Admin Building, Tuticorin – 628 004.	Through C-PP Portal- https://eprocure.gov.in/eprocure/app from 14.07.2020 to 28.07.2020.

6	TENDER SUBMISSION THROUGH :	4	The tenders should be sent through Registered post /speed post/In-person/Courier addressed to FA&CAO, V.O.C.Port Trust, Admin Office Building, Tuticorin – 628 004.	Through C-PP Portal- https://eprocure.gov.in/eprocure/app from 14.07.2020 to 28.07.2020.
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The NIT for “Appointment of a Service Provider (C&AG Empanelled Chartered Accountant Firm) to render Internal Audit Services to V.O.Chidambaranar Port Trust for a Period of Two(2) years” will be available for downloading from C-PP Portal on 14.07.2020 from 01.00 PM onwards.

-S/d-
13.07.2020
FA&CAO.



V.O.CHIDAMBARANAR PORT TRUST

FINANCE DEPARTMENT

Notice Inviting Tender(NIT)

BID DOCUMENT FOR WORK OF

**APPOINTMENT OF A SERVICE PROVIDER(C&AG EMPANELLED
CHARTERED ACCOUNTANT FIRM) TO RENDER INTERNAL AUDIT SERVICES TO
V.O.CHIDAMBARANAR PORT TRUST FOR A PERIOD OF TWO(2) YEARS.**

TENDER NOTICE NO:FIN-OFFIA-ADT-INTER-VI-18/25120

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

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SECTION I – NOTICE INVITING TENDER (NIT)

V.O.CHIDAMBARANAR PORT TRUST (FINANCE DEPARTMENT) NOTICE INVITING TENDER (NIT)

TENDER No. FIN-OFFTA-API-INTER-VI-18/25120

This 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 “**APPOINTMENT OF A SERVICE PROVIDER(C&AG EMPANELLED CHARTERED ACCOUNTANT FIRM) TO RENDER INTERNAL AUDIT SERVICES TO V.O.CHIDAMBARANR PORT TRUST FOR A PERIOD OF TWO(2) YEARS**”.

1	Estimate Amount	Rs.33,77,460/-
2	Contract period	TWO YEARS (extendable up to one year)
3	Downloading of Bid document from VOCPT web site.	From 23.06.2020 to 14.07.2020 upto 15.00 Hrs) www.vocport.gov.in
4	Pre-bid meeting	On 30.06.2020 at 11.00 hrs in conference hall, Administrative Office, Tuticorin.
5	Last Date and Time for submission of Tenders	On or Before 15.00 Hrs. on 14.07.2020.
6	Date and Time for opening of Part I (Cover I) (Commercial bid)	At 15.30 Hrs. on 14.07.2020.
7	Validity of tender	120 days from the date of opening the Part I (Cover I) –Commercial bid Documents.
8	Earnest Money Deposit (EMD)	Rs.67,550/- @ 2% of the Estimate amount
9	Submission of Tender.	The tenders should be sent through registered post /speed post/In-person/Courier addressed to the FA & CAO, V.O.C.Port Trust, Admin Building, Tuticorin – 628 004.

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 submitting bid all the supporting documents as stated in Annexure A of Section VIII have to be signed in each and every page serially numbered along with seal.
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.

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 “**APPOINTMENT OF A SERVICE PROVIDER(C&AG EMPANELLED CHARTERED ACCOUNTANT FIRM) TO RENDER INTERNAL AUDIT SERVICES TO V.O.CHIDAMBARANR PORT TRUST FOR A PERIOD OF TWO(2) YEARS**”. (For details refer Annexure A of SectionVIII – Annexures and Forms).
- ii) Thebid document containing the entire details is available at the www.vocport.gov.infor downloading during the period specified in the NIT (Section – I).
- iii) TheBidders 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 **Two years** from the date specified in the Work Order and extendablefor a period upto **One year** with the same rate, terms and conditions to be decided onmutually agreed basis, which will be based on the satisfactory performance of service during the course of Contract.

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 30.06.2020 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 sent through Registered post /speed post/In-person/Courier addressed to FA&CAO, V.O.C.Port Trust, Admin Office Building, Tuticorin – 628 004.

4. BIDDER'S RESPONSIBILITY:

- i) The bidder, at the bidder's own responsibility and risk are encouraged to visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contractfor the services.
- ii) Further 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 Contractor.

5. **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 proposal is deemed to include, all prices for the **Scope of Work** specified in **Section VI** 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.

6. **TRANSFER OF BID DOCUMENTS:**

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

7. **ADDENDA / CORRIGENDA:**

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

8. **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.

9. **HISTORY OF LITIGATION**

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

10. **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.

11. **EARNEST MONEY DEPOSIT (EMD):**

In order to be considered for the bid, the Bidder shall make payment of EMD of Rs.67,550/- (Rupees sixty seven thousand, five hundred and fifty only) through RTGS/NEFT to the following account:

A	Name and address of the bank	Indian Overseas Bank, Harbour Branch, Tuticorin-628004.
B	Name of the branch	Harbour Branch
C	IFSC code	IOBA0000143
D	Account Number	0143010000000001
E	Type of Account	Savings Account
F	Beneficiary's Name	FA & CAO, V.O.Chidambaranar Port Trust, Tuticorin.

- i) While submitting their bid, the bidder shall enclose copy of Unique Transaction Reference(UTR) number details in the **Form II of Annexure A** towards the successful remittance of the Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- ii) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against Security Deposit as per **para 6 of Section V**.
- iii) The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
- iv) If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/ black listed for a period of three years.
- v) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- vi) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, shall furnish a declaration and undertaking as in the enclosed **Form III of Annexure A**.

12. SUBMISSION OF TENDER:

The tender documentation must be submitted separately in two sealed envelopes. These two sealed envelopes must be enclosed in a big envelope. On the big envelope, title of the tender along with last date of submission of tender must be indicated. On the envelopes kept inside, Cover-I Technical bid & Cover –II Price Bid must be indicated. The envelopes should be addressed to Financial Adviser & Chief Accounts Officer, V.O.Chidambaranar.Port Trust, Administrative Office Building, Tuticorin – 628 004.

The Two sealed Envelopes should contain:

1. First Sealed envelope - Copy for Proof of RTGS/ NEFT payment account towards Earnest Money Deposit Rs.67,550/-(Rupees Sixty seven thousand five hundred and

fiftyonly) in favour of V.O.Chidambaranar Port Trust, Tuticorin-628 004. Without payment of EMD, the tenders will not be considered for evaluations. Technical Bid as per **Annexure-A of Section VIII** to be submitted.

2. Second sealed Envelope - Price Bid as per **Annexure-D**.
3. Both Part I and Part II bid documents are required to be submitted only through the above mentioned mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

13. **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.

14. **PAYMENTS :**

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

15. **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.

16. **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.

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 Organisations with a turnover of more than Rs.150.00 crores. (25% of Port's turnover of around Rs.600.00 crores).(Refer Form IV) during the last 7 years.
- b) The firm should also have at least 3 partners with professional qualification in the field of work. This is considered necessary to ensure the continuity of operations and for getting better inputs out of the proposed Audit.
- c) The Auditor's firm should be empanelled by the C.A.G.
- d) The firm should have at least one Partner Qualified CISA/DISA Certification.
- e) In case of experience in organisation other than Central / State Government / Autonomous bodies / PSEs/PSUs/Nationalised Banks / Public Limited Companies, the bidder shall submit necessary Proof such as copy of Work Order/Work Completion Certificate/TDS certificate for the past experience claimed.

Further the firm shall deploy one Class IV Assistant to the Port and shall ensure Minimum Wages rate as per Minimum Wages Act 1948 as amended from time to time to be ensured and proof of minimum wages paid to be furnished.

Similar Work: The Firm should have done auditing of Financial Statements/ Internal Audit/ Special audit the organisation with a turnover of more than Rs.150 crores.

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) Proof of payment of EMD by RTGS/ NEFT etc(**Form II of Annexure A**).
- ii) The copies of valid Certificate issued by Central Government/State Government for exemption for payment of EMD if applicable.
- iii) Copies of attested, original registration certificate/ICAI Firm registration details, Documents incorporating the legal entity and defining its legal status, Firm Profile and Details of Partners, Place of registration and principal place of business, etc.
- iv) Declaration of Authorised Representative of the bid in **Form V of Annexure A in non-judicial stamp paper** with denomination not to be lesser than Rs.100/-. The Partner of the firm, who bids, has to declare the authorized representative of the firm/company.
- v) The bidder must not have been Terminated by any Major Ports from any Professional assignments nor declared ineligible/black listed by any 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. A declaration to the effect should be furnished vide **Annexure F** 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 parties concerned and disputed amount.

2. Techno Commercial Evaluation:

- i) The documents submitted by the bidder as specified in **Annexure A of Section VIII** will be evaluated based on the performance certificate/work completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.
- ii) After scrutiny of the documents submitted in the **Sections III – Qualification Criteria**, 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 without assigning any reason.
- 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 of EMD/Security Deposit/Bank Guarantee either jointly or severally.

- 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 a period of seven days from the date of publishing 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 and no separate communication on the price quoted shall be sent to the bidders.
- 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 Internal Audit as specified in the **Scope of Work of Section VI**.
- 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 **5%** 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 encashable 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 in lieu of Bank Guarantee to the account details mentioned at the **Para No.11 of Section II** under “**Earnest Money Deposit**” of the bid document. 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 has to be forfeited by the bidder.
- iii) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encashed by the Port and the Contractor 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 Contractor 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 7days of the issue of work order.
- ii) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. The Port reserves the right to take action as deemed fit against such default bidder.

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 contractor 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 Contractor including statutory obligations and will be refunded without any interest after adjusting any dues payable to the Port/ Statutory Authorities.

7. 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 anyother law for the time being inforce, for causing any loss of life orproperty or causing a threat topublic health as part of executionof a public procurement contract.

If a bidderis 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 ofdebarment.

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** 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 contractor 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 Contractor 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 Contractor 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 Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security/ Security deposit.

SECTION VII – GENERAL CONDITIONS OF CONTRACT

The Contractor is the successful bidder in the subject Tender published by the Port for “**APPOINTMENT OF A SERVICE PROVIDER(C&AG EMPANELLED CHARTERED ACCOUNTANT FIRM) TO RENDER INTERNAL AUDIT SERVICES TO V.O.CHIDAMBARANR PORT TRUST FOR A PERIOD OF TWO (2) 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 internal audit work to carry out the Audit as per the scope and terms and conditions of Internal Audit of subject tender.

3. **Consideration**

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

4. **Period of Contract:**

The Contract is valid for a period of **Two 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 Contractor 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 Contractor of the terms and conditions of the Contract, the Port will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor 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 Contractor 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 Contractor 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 EMD and/or Performance Security and/or Security Deposit lying with the Port. In addition to the above, the Port may also black list or suspend or debar the Contractor from participating in future tenders, as the Port thinks deem fit.

7. Termination of Contract

Consequent to the failure of the contractor to comply with the notice issued for non performance/ breach of contract, Port will issue a notice giving the contractor 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 contractor 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 Contractor

If the contractor is not in a position to continue the contract, the Contractor 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 contractor 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 Contractor, subject to recoveries, if any.

10. Conflicting relationships

A Contractor 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 Contractor/ 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/Black listing etc.,

The Port shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor 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 Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor 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 Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

13. Penalty for Delays/Liquidated Damages:

- a) The Quarterly Report on Internal Audit for each Quarter shall be submitted within one calendar month following the completion of each Quarter as specified in **Point No.4 of Annexure E**. For delayed submission of Quarterly Report, Penalty of 1% of the quoted Audit fee for each quarter will be levied for each week or part thereof the delay subject to a maximum of 10% of total value of the contract throughout the contract period.

14. Confidentiality :

The Contractor and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the Contractor 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 Contractor only after giving a prior intimation to the Port.

15. Damage to Property :

The Contractor 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 Contractor, his employees, agents, representatives and/or manpower deployed by the Contractor, the contractor shall make good the loss as assessed by the Port.

16. Indemnification :

The Contractor 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 Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, 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 contractor 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 wear the identity card at all times 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 Contractor and the Contractor 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 contractor shall be deemed to be sufficiently served to the Contractor 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 Contractor 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 Administrative Office of V.O.Chidambaranar Port Trust. However, in case of necessity they may have to visit the work site/divisional offices with prior intimation/appointment of the officer in charge.
- d) Access to computer terminals connected to the Integrated Computer System of the Port will be provided. Place of work and furniture will be provided by the Port free of cost at the Administrative Offices. 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. On completion of audit of each quarter a detailed report in the prescribed form is to be submitted indicating the volume of work done in the form of statistics as well as in the form of running note highlighting the observations, proposed rectification along with details of the opening and closing meeting held by the Internal Auditor with concerned Heads of Department. The Internal Audit Report for a particular quarter shall be submitted within the calendar month following the completion of each quarter (calendar period).
- 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 Contractor 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.

Sl.No	Qualification Documents to be submitted	Submitted Page Ref No.
1.	Notice Inviting Tender (NIT)	
2.	Form I – Details of Firm	
3.	Form II- Transaction details for remittance of Earnest Money Deposit (EMD)	
4.	Form III- Declaration & Undertaking by the Bidder who is claiming exemption from payment of EMD.	
5.	Form IV – Past Experience Copies of Work order/completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
6.	Form IV A – Experience / Completion / Performance certificate	
7.	Form IV B – Details of TDS certificate (if applicable)	
8.	Form V – Declaration of Authorised Representative of the bid	
9.	Tender Acceptance and Declaration on Litigation & Blacklisting- Annexure F.	
10.	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	
11.	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- 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	2019-20
1	Number of Clients with Turnover exceeding 150 Crores(Details to be furnished- Form IV)	
2	Total staff Strength including partners	
	(a) Total number of Qualified Chartered Accountants:	
	(i) No. of Partners& Details of Qualification(Proof to be enclosed)	
	(ii) No. of Paid Chartered Accountants other then Partners	
	b) No. of CISA/DISA Certified Partner/Qualified CA's	
	(Proof to be attached).	
3	Total number of Staff/ Articled Assestents:	
	(i) No. of Inter-Qualified -	
	(ii) No. of Post-Graduate -	
	(iii) No. of Graduate -	
4	C&AG Empanelment details(Enclose Proof)	

Enclose copies of:

1. Copies of Certified Statement of Accounts of the firm for the past 3 years.
(Fill the page numbers where the documents have been submitted in the table providedabove).

FORM II

Transaction details for remittance of Earnest Money Deposit (EMD)

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per Para No.13 of Section II of the bid document as follows:

Sl.No	Unique Transaction Reference (UTR) No.	Date of transfer	Amount (in INR)	Submitted page No. reference
1				
2				

FORM III

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

Date:.....

Declaration & Undertaking by the Bidder who is claiming exemption from payment of EMD based on any Central/State Government certification

Sl. No.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Startup & MSE, then please tick mark both)	<ul style="list-style-type: none"><input type="radio"/> Micro<input type="radio"/> Small Scale<input type="radio"/> Medium<input type="radio"/> Startup Company<input type="radio"/> Others
3	Whether Manufacturer for the tendered items (supply) / Service Provider for the tendered services as per MSE certification. (Please tick mark the appropriate)	<ul style="list-style-type: none"><input type="radio"/> Manufacturer for supply items<input type="radio"/> Service Provider for services<input type="radio"/> Trader/reseller/authorized agent/ distributor/manpower services<input type="radio"/> Non MSE Bidder
4	Attach the copy of the certificate	<input type="radio"/>

Note:

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit.

Declaration:

We declare that the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory
(With Company Seal & Signature)

PAST EXPERIENCE

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the formatas below in compliance with **Section III** of the Bid document as on.....(date)

Details of Similar Past Experience:

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Submitted page no. reference	Turnover of the Client
				Commencement	completion				
1									

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form IV (A) have to be submitted duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be submitted, as provided in form IV (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal

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 Contractor : 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.

FORM – IV (B)**DETAILS OF TDS CERTIFICATE**

In case of experience claimed in organisation other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalised Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be submitted, only then the experience will be considered.

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Submitted page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place:

Name

Date:

Designation

Business Address:

.....

Seal

(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:.....

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, a power of attorney in their behalf shall accompany the tender.

CONTRACT AGREEMENT FORM

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

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

M/s. Board of Trustees, V.O. Chidambaranar Port Trust, 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 'Contractor' 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 INTERNAL AUDIT OF FINANCIALTRANSACTIONS OF V.O.CHIDAMBARANAR PORT TRUST, TUTICORIN"**

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

WHEREAS the Contractor 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 **SectionV** 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 Contractor 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 Contractor 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 "Contractor") from the demand, under the terms and conditions of Contract awarded with No..... on made between the Board and the Contractor for **“PROVIDING INTERNAL AUDIT OF FINANCIAL TRANSACTIONS OF V.O.CHIDAMBARANAR PORT TRUST”**(hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Contractor(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 Contractor(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 Contractor(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the Contractor 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 Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(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 notwithstanding any dispute or disputes raised by the Contractor(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 Contractor(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 Contractor'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 Contractor(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 Contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(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 Contractor(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

SL.No	Particulars	Amount in figures(Rs.)	Amount in Words(Rs.)
1	Annual Internal Audit fees for the Financial year 2020-21 & 2021-22.		
2	Previous period Oct.2018 – March,2020 (To be completed in a period of 6 months)		
	Total		

Note

1. No additional payment shall be admissible on any account
2. Goods and Service Tax(GST) on fees as applicable shall be paid extra on production of evidence that the same is remitted and reflected 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. This form is to be filled up & submitted in a separate cover subscribing “Financial Bid for Tender NoFIN-OFFTA-API-INTER-VI-18/25120 on appointment of a Service Provider (C&AG empanelled Chartered Accountant Firm) to render Internal Audit services to V.O.Chidambaranar port trust for a period of two(2) years”& put it in the Main cover.

SCOPE OF WORK

1.Scope

- The Internal Audit is to be conducted with a view to see whether:
 - (i) All the transactions involving financial implications are properly accounted for;
 - (ii) The initial accounts records are maintained correctly and accurately;
 - (iii) To ensure that there are no delays and /or irregularities in maintaining the Accounts and reports, statutory regulation;
- Reliability and Integrity of Information: The internal auditor should review the reliability and integrity of financial and operating information and examine the effectiveness of the means used to identify, measure, classify, and to report such information.
 - Compliance with Policies and Procedures: The systems and procedure also have considerable impact on the operation of the business enterprise. The internal auditor should gauge the effectiveness and impact of such systems and report thereon.
 - Safeguarding the Assets: The internal auditor should review the existing system for safeguarding the assets and if necessary should verify the existence of such assets.
 - Economical and Efficient Use of Resources: The internal auditor should also appraise the economy and efficiency with which the resources are employed.
- Accomplishment of the Established Objectives and Goals: The internal auditor should make a review of the operations or programmes of the enterprise and should ascertain whether the results are not inconsistent with the established goals and objectives of the enterprise. He should also ascertain whether the programmes are carried out as per plan.
- Ensure the provisions of the accounting standards, accounting procedure, rules and regulations, orders and procedure in force and instructions issued by the Chairman /F.A.&CAO from time to time are followed; and
- The role of internal audit should be such that it will be envisaged as a service input in an organization and should be a valuable focal point for management planning and control.
- Extent of sampling / test checking will be the responsibility of internal audit depending upon the generally accepted audit principles and methodology. The process of Internal Audit should start with the identification of the objectives laid down by the Management, verification of the plan of action, its execution, and critical analysis.
- Internal Audit not be confined only to finance audit, should go beyond vouching, verification, checking the arithmetical accuracy etc. Adequate emphasis would need to be

accorded to testing the IT systems & operational risks and controls on which the generation of financial information is dependent.

2. Broad Anticipated scope of the Internal Audit is as follows:

A. Revenue Receipts / Traffic Department :

Sl.No.	Particulars
1	Verification of Accuracy of processing the transactions, Billing, Service Charge in line with Scale of Rates with that of SAP/POS of ERP, other circulars/Notifications issued.
2	Scrutiny of high balance (Dr./Cr.)Sundry Debtors/ Crediting Accounts.
3	Verification of Tri Party Agreements entered with the Customers.
4	Verification of Bank reconciliation with the Collection
5	Scrutiny of all types of refunds issued to the Customers
6	Rent, Electricity & Water Charges: It should be checked whether demand for rent, charges for supply of water and energy are raised promptly in all cases as per approved tariff and with reference to Building and Land allotments in force. Also it should be verified whether all demands have been realized as per demand and credited to Port account immediately.
7	Miscellaneous Receipts: The basis for assessment of charges for miscellaneous services, charges for hire of Machineries, Equipments, Centage charges for deposit works/works done for outside parties, raising of demands, collection of dues and crediting the dues collected in Port account should be verified.

B. General Admin Department/HR :

Sl.No.	Particulars
1	Payment of staff salaries and statutory dues (including leave records, PF & TDS deductions / deposits)
2	Review of Pay roll process for selected months-end to end process including generation of salary voucher and payment thereof.
3	Approved policy on monthly basis along with payout cycle.
4	Verification of Service Books of Employees: The service books including the leave accounts of all the employees should be checked to verify whether they are maintained properly as per instructions contained in Rules 196 to Rule 203 of the Supplementary Rules.
5	Verification of Advances/Claims: Recoverable Advances given to Employees & recoveries thereon, Reimbursements under the Schemes etc to be verified by the Internal Auditors.
6	The records relating to Port Guest House on occupation collection and remittance of rent and other charges shall be verified.

C. Finance Department :

Sl.No	Particulars
1	Checking the authority of expenditure as per delegation of authority matrix (including

	capital expenditure)
2	Verification of Cash Book transactions.
3	Scrutiny of general ledger & reconciliation status for all general ledgers.
4	Scrutiny of Income and expenses
5	Scrutiny of Bank Reconciliation statements
6	Verifications of Income and expenses related to all business segments.
7	Reviewing of computation of Advance tax, verification of timely deduction of TAX at source (TDS)
8	Compliance of Accounting standards & Accounting policies of the port, if any.
9	Fixed assets accounting, depreciation verification.
10	Verification of wage bill payments made for off-roll employees.
11	VOUCHING CONTRACT PAYMENTS & TENDERS OF HIGH VALUE: The important activities like finalization of Tenders for supply of Machinery, award of contract and payment to Contractors/Suppliers and high value Contractors are to be audited by Internal Auditors in full adequate manner.
12	SAP Related: The Port has implemented the ERP by adopting SAP for all operations of Port. The Internal Audit is to ensure continuously the control system is in the place for raising demand, collection of revenues, TDS and other deductions in the payments and interfaces points between POS, HR, etc. with FI and also like PPP operations and highlight all receipts and payments are as per authorized transactions and no duplicate or triplicate triggering of receipts and payments take place. Verification the reports generated through SAP meeting the purposes for which they are designed for.
13	Action Taken on files with respect to remarks of Chairman/Dy.Chairman/HOD & Dy.HOD.

D. Mechanical / Civil/ Marine/Medical Departments.

Sl.No.	Particulars
1	Review of Annual Maintenance Contracts.
2	Checking of inventory of numbered stationeries- including cheque rolls.
3	Review of expenses processed through Admin department w.r.t Agreements, approvals etc including TA/DA bills.
4	Review of all purchases including E-Transactions in line with the procurement policy GFR & DOP
5	<ul style="list-style-type: none"> i. The log books of vehicles, including buses, lorries, light vehicles. two wheelers etc. ii. Cranes, machines should be checked regarding mileage run, working hours, consumption of fuel, lubricants, furl, etc. It should be seen whether the log books have been properly maintained and entries thereon have been duly attested by proper authorities where the log books exhibits use of vehicle, machine etc. by private parties, it should be seen whether full and correct hire charges have been recovered. If the log book reveals misuse the reason there for should be investigated and brought to notice. iii. In case of purchases it should be verified whether purchase have been made as per the prescribed procedure.

	<p>iv. Internal audit is expected to test check entry of items from the goods received statement and indents to the bin cards. The balancing of the bin cards should also be checked in order to ensure the correctness of the quantitative balances.</p> <p>v. Where Material At Site (MAS) Accounts are maintained, it should be seen whether the accounts are maintained as per provisions of CPWD "A" Code and ground balances are verified at least once a year.</p>
6.	<p>Stores & Spares including Medical Stores:</p> <ul style="list-style-type: none"> • Categorise the Total Store Inventory into the following classification. <ul style="list-style-type: none"> (i) Slow moving inventory items that have moved slowly during the period of audit (A criteria may be set in this regard) (ii) Non moving inventory item that have not moved during the period of audit (A criteria may be set in this regard) <p>The classification into Slow Moving / Non Moving inventory should be made for all the stores RM / Engineering / Finished Goods.</p> • The Slow / Non moving inventory should be further classified into the following categories – The value and quantity of - <ul style="list-style-type: none"> (a) Item that will be consumed in the next few months. (b) Items that can be sold off being not required. (c) Insurance spares - in case of Engineering stores. (d) Items that have to be scrapped – useful life being over. • Check the Goods Received Notes (GRN) to ensure that the GRN are properly filled in. Ensure that all the columns of the GRN have been completely filled in. • Ensure that inspection by the proper person has been made and his remark has been entered on GRN. Locate the cases where unreasonable delay has taken place in carrying out the inspection of the material. Check that the date of inspection is put on the GRN by the person who has carried out the inspection. • Check the Material Requisition Notes / Material Issue Note (MRN / MIN) in respect of the issue of material to production. Ensure that the Material Requisition Notes / Material Issue Notes are properly and completely filled in. • Further check that details of – quantity of stock in hand are filled in all the Material Requisition Notes before the MRN are sent to the Purchase Department for effecting further purchases. All the columns in the NMRN / MIN should be filled in. • Ensure that the MRN / MIN are authorized by a responsible official. • Ensure that the stores ledgers are kept uptodate and entries in respect of receipts / issues are made on a daily basis. • Carry out a physical verification of say 10% items in the stores inventory (All 'A' items should be verified 100%)and check whether the physical balances agree with the book balances appearing in the stores ledger. Comment upon the discrepancies, if any. • Enquire whether there is a system of Perpetual Inventory in force where at any point of time the book balances agree with the physical balances. The system of continuous stock taking - perpetual inventory should be such that every single item is covered at the physical stock take at least once in a year. • Check that Norms (No of days consumption) have been determined in respect of

	<p>inventory level of Raw Material. The inventory level should be maintained at that level. Comment if the inventory levels are at a higher level as compared to the Norms.</p> <ul style="list-style-type: none"> • Ensure that the stores - warehouse inventory is kept properly segregated with clear identification marks. Further, the imported material and the material bought under Advance licence should be stored separately and with prominent identification tags. • Ensure that a proper control is kept by Stores over items sent outside for job work/repair etc (Material sent under a Returnable Gate Pass) Check that the list of pending items (RGP) is prepared on a regular basis and the materials sent are received back within a reasonable period.
7	<p><u>Physical Verification of Fixed Assets:</u></p> <p>Port's Fixed assets to be physically verified once in a year. The First verification shall be by beginning of year 2021.</p>

Note: While conducting Audit of the Mechanical/Civil/Marine/ Medical corresponding Finance Department Section to be Audited simultaneously in the respective Quarters and the sampling atleast by 20% of the Total Bills Processed/Files cleared.

MANDATORY SCRUTINY OF BILLS AND RECORDS :

I. REVENUE SIDE

Sl.No.	Area	No. of files/bills to be Checked on random basis p.m.
1	Vessel Related Charges	10%
2	Cargo Related charges	10%
3	Miscellaneous charges	20%
4	Lease of Lands- rental charges	100%
5	Licence of Lands- Rental charges	10%
6	Water charges	10%
7	Electric charges	10%
8	Temporary Power supply	10%
9	Guest House charges (Collection & Remittance)	5%
10	Cash collections including Bus Pass Collection(Staff)	5%
11	RFID/Gate Pass Collections	40%

II. Payment Side"

Sl.No.	Area	No. of files/bills to be Checked on random basis p.m.
1	Refund of Revenue Bills	20%
2	Work bills more than Rs.crore each	10%
3	Purchase Bills less than Rs.1 crore	10%
4	E.M.D.Refunds	10%
5	Medical Bills(Firm Bills)	5%

6	Pay bill recovery refund		5%
	A. No.of Officials	Previous Month	Current Month
	B.Pay bill drawn		
	C.No. of contract employees		
	D. Bill drawn on (c)		
7	Pay bill /Pension drawn		
8	Sanction of Increments , withholding of pay, Tax calculation with respect to Pensioners , Senior Citizens for automatic implementation in System		

III PHYSICAL VERIFICATION :

Sl.No.	Area	No. of bills to beChecked
1	CASH VERIFICATION	
	a. Cash Section	Once in a month
	b. Green gate Check post/Zone A/Truck Park/Toll Gate 1	Pass issue once in a month
2	STOCK VERIFICATION	
	a. Stores	Once in a month at least 25%of items on rotation basis.
	b. Petrol Bunk	Once in a month
	c. Sub division Stores	5 Sub divisions once in a month
	d. Hospital/Dispensary	Medical Stores once in a month
	e. Fixed Assets	Once in a year in the month of March.
3	ACCOUNTING SIDE	No. of records to be checked.
	a. Suspense Register Review	10 Suspense Register every month
	b. Cash book Rev./Fund/Other Fund Cash Books	Every month
	c. TDS Recovery/Payment	Once in a month
	d. Remittance including ITC Credit adjustment	Once in a month
	e. GST Recovery/Payment	Once in a month
	f. Monthly Accounts Review	Once in a month

Verification of Agreements Signed(Minimum % of Verification):

- | | | | |
|----|-----------------------------------|---|------|
| 1. | Above 1 Crores | - | 100% |
| 2. | Above 10 Lakhs Less then 1 Crores | - | 70% |
| 3. | Above 5 lakhs less then 10 Lakhs | - | 50% |
| 4 | Less then 5 Laksh | - | 10%. |

3. Periodicity and Methodology

The period of this contract is to cover all transactions relating to two years starting from the year 1st April, 2020. The audit will be conducted as per scope of work (1) above specified in the tender on a continuous basis throughout the year. Internal Audit will cover all the departments at least once in a year and a programme for the same is as follows:

I/II/III year :

- a) I Quarter- Finance Department (Revenue I Section and Works Section) and Medical Department and EDP Department.
- b) II Quarter-Finance Department (Revenue II Section and Mechanical and Electrical Works Section) and Civil Department.
- c) III Quarter-Finance Department (Pay bills Section, Pension Section and Advances Section) and Mechanical and Electrical Engineering Department.
- d) IV Quarter- Finance Department (Tax Section, Admin, Medical, Marine and Establishment Section) and Traffic Department and General Administration Department.

4. INTERNAL AUDIT REPORT:

- (i) The report shall be submitted in two parts. The first part will contain a summary of significant irregularities and second part will contain all the other irregularities, deficiencies etc. noticed requiring rectification recoveries or adjustments.
- (ii) The report should be submitted with 1 CD and 2 hard copies and by mail to FA&CAO mail. (fa@vocport.gov.in)
- (iii) The report should not be a repetition of C&AG'S audit remarks or it should not be just generated report available in the System either fully or partially. Report should concentrate/give more attention to improvement in System Controls / Office procedures etc. Qualitative information to management on cost /benefit analysis various operation /investments etc.
- (iv) The report should state the Name, Qualification etc of all the persons who in charge/Conducted the Internal Audit of that quarter.

The Audit opening & closing meeting of Internal Auditor with the HOD shall be enclosed with the quarterly report. Reports submitted are supported by basic records. Draft report should be submitted on or before 12th of the successive Quarter(Apr-June-12th July, similarly 12th October, 12th January & 12 April), Meeting with the respective HOD's should be completed before 22nd of the respective quarter and final report should be submitted before end of the upcoming Month of the respective Quarter.

5. TERMS OF PAYMENT :

- (i) 50% of the payment will be made proportionately on monthly basis and the remaining 50% of payment will be made after completion of Final Audit Report/Submission to Port for each quarter and also after considering the Compliance Report submitted by respective Departments for the Action Taken on the queries of the concerned departments. The tax invoice of bill shall be raised

as per GST provision and the payment shall be made after deducting applicable TDS and other statutory recoveries.

- (ii) The payment for the fourth quarter of the respective financial year will be made after completion of Internal Audit of all Departments. Further, the payment for the fourth quarter of the financial year will be subject to submission of final report consolidating all the quarterly reports and covering the entire scope for every financial year after considering the compliance report submitted by respective Departments for action taken on the Audit queries/observations of the concerned Department.
- (iii) GST, if any applicable shall be paid to service provider only on submission of necessary proof of payment or after reflection in the GSTR-2A as eligible ITC.

6. NOMINATION OF A PARTNER & COMPOSITION OF AUDIT TEAM :

The Chartered Accountant firm shall nominate a partner exclusively to deal with the Internal Audit and co-ordinate with VOC Port Trust at all times. 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 Internal 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 Internal 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 Man Power deployed shall be made only after getting prior written consent from V.O.Chidambaranar Port Trust.

The Audit Team should be headed by a partner who shall be a Chartered Accountant with office in Tuticorin and the Audit team may comprise of atleast 3 groups with atleast 2 staff in each group and they shall carryout the Audit simultaneously in various Departments/different areas. Change of staff shall be with prior permission from the Port.

NOTICE INVITING TENDER FOR APPOINTMENT OF A SERVICE PROVIDER(C&AG EMPANELLED CHARTERED ACCOUNTANT FIRM) TO RENDER INTERNAL AUDIT SERVICES TO V.O.CHIDAMBARANR PORT TRUST FOR A PERIOD OF TWO(2) 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 "APPOINTMENT OF A SERVICE PROVIDER(C&AG EMPANELLED CHARTERED ACCOUNTANT FIRM) TO RENDER INTERNAL AUDIT SERVICES TO V.O.CHIDAMBARANR PORT TRUST FOR A PERIOD OF TWO(2) 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 /Nationalised 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

