

**Andhra Pradesh Maritime Board (APMB),  
2nd Floor, IHC Corporate Building, Mangalagiri, 522503**

**REQUEST FOR PROPOSAL**

**For**

**“ Engagement of Chartered Accountant firm for Comprehensive Physical verification and valuation of Plant, Property & Equipment of owned by A.P Maritime Board with accounting standards and proper documentation for financial reporting ”.**

**RFP No. 16/SE/DB/2025-26**

**Date: 04.10.2025**

**Superintending Engineer (Marine),  
Andhra Pradesh Maritime Board (APMB),  
Kakinada.**

<b>S.No</b>	<b>Description</b>	<b>Page No</b>
<b>1</b>	PREAMBLE	3
<b>2</b>	DETAILED NOTICE INVITING TENDER (NIT)	4
<b>3</b>	GUIDELINES TO CONSULTANT FOR REGISTRATION WITH AP E-PROCUREMENT SYSTEM, GOVERNMENT OF ANDHRA PRADESH	7
<b>4</b>	DISCLAIMER	9
<b>6</b>	INSTRUCTIONS TO THE CONSULTANTS	11
<b>7</b>	SUBMISSION OF BIDS	15
<b>8</b>	QUALIFICATION CRITERIA	19
<b>9</b>	SCOPE OF WORK	20
<b>10</b>	CONTRACT PERIOD	20
<b>11</b>	DELIVERABLES AND PAYMENTS TERMS	21
<b>12</b>	PREPARATION OF TENDER	22
<b>13</b>	EARNEST MONEY DEPOSIT	26
<b>14</b>	SUBMISSION OF TENDER	26
<b>15</b>	TENDER OPENING AND EVALUATION	27
<b>16</b>	ANNEXURE-I	33
<b>17</b>	ANNEXURE-II	34
<b>18</b>	ANNEXURE-III	35
<b>19</b>	ANNEXURE-IV	36

## **1. PREAMBLE**

1. Government have constituted Andhra Pradesh Maritime Board by enacting the Act No.16 - 2019 and implemented w.e.f. 16.12.2019 as per G.O.Ms.No.100, III & Commerce Dept., Dt.22.11.2019.
2. Head of the APMB is the CEO stationed in Mangalagiri, Guntur District. Moreover, five sub-ordinate offices function under the control of the CEO APMB viz., Port Officer, Kakinada, Port Officer, Machilipatnam, Superintending Engineer (Marine), Kakinada, Executive Engineer (Marine), Kakinada, Executive Engineer, Mechanical & Dredging Division, Kakinada and Executive Engineer (Marine), Machilipatnam
3. APMB has decided to conduct a comprehensive physical verification and revaluation of Fixed Assets owned by the AP Maritime Board in Kakinada, Mangalagiri, Machilipatnam, Nizampatnam, Kalingapatnam, Bhavanapadu and Vodarevu. This includes the identification, physical inspection, and valuation of all fixed assets, ensuring accuracy, compliance with accounting standards, and proper documentation for financial reporting.
4. The firm shall visit the following places for physical verification of fixed assets:
  - i. Kakinada
  - ii. Mangalagiri
  - iii. Machilipatnam

## 2. NOTICE INVITING TENDER

**RFP No. 16/SE/DB /2025-26 Dated. 04-10-2025**

RFP for the work mentioned below are invited from the firms/ Consultants/ Companies registered with Government Andhra Pradesh (OR) with any State Government/ Central Government/ Public Sector Undertakings in appropriate class and category of registration to the monetary limits of subject tendered work.

### 1. Preliminary details:

**Name of work: “ Engagement of Chartered Accountant firm for Comprehensive Physical verification and valuation of Plant, Property & Equipment of owned by A.P Maritime Board with accounting standards and proper documentation for financial reporting”**

1	Department Name	:	<b>Andhra Pradesh Maritime Board</b>
2	Circle / Tender Inviting Authority	:	Chief Executive Officer, APMB/ Superintending Engineer (Marine), APMB, Kakinada.
3	RFP No.	:	<u>16/SE/DB /2025-26 Dated. 04-10-2025</u>
4	Name of Work	:	Engagement of Chartered Accountant firm for Comprehensive Physical verification and valuation of Plant, Property & Equipment of owned by A.P Maritime Board with accounting standards and proper documentation for financial reporting
5	Period of Completion (in Months)	:	1 Month
6	Form of Contract	:	<b>LS</b>
7	Eligibility Criteria	:	Refer RFP Document
8	Tender Type	:	Open
9	Bid Call (Nos.)	:	1 <sup>st</sup> call
10	Type of Quotation	:	Lumpsum
11	Transaction Fee	:	The participating bidders have to pay a transaction fee of <b>0.03</b> % on the Total Cost (including GST as applicable) through the electronic payment Gateway to APTS, Vijayawada.

12	Tender Schedule Cost/ Bid Processing Fee	:	The participating bidders shall pay Tender Schedule Cost/ Bid processing fee of Rs.2360/- (Rs.2,000/- + Rs. 360/- (GST)) through the electronic payment Gateway/Online
13	Bid Security (INR)/EMD	:	Rs.10,000/- (The Consultant/ firm shall furnish an Earnest Money Deposit (EMD) along with Tender through the electronic payment Gateway
14	Bid Document Download Start Date	:	From 08 .10.2025 @ 5.00 PM
15	Bid Document Download End Date	:	22.10.2025 @3.00 PM
16	Last Date & Time for Receipt of Bids	:	22.10.25 @3.30 PM
17	PQ Stage Date & Time (EMD Submission)	:	The participated bidders shall submit original Hard copies of the uploaded documents, Tender Schedule Cost/ Bid Processing fee & EMD to the tender Inviting authority before opening of the Technical Bid dated.23.10.2025
18	Tender Opening Date	:	23.10.205
19	Technical Qualification (PQ) Stage Date & Time	:	11.30 AM on 23.10.205
20	Commercial Stage Date & Time	:	11.00 AM on 24.10.2025
21	Clarifications of the Technical Bid	:	20 .10.2025 up to 05.00 PM
22	Declaration of Successful Bidder by competent Authority (L1 physical Document verification)	:	After process and finalization of the Bids
23	Bid Validity Period	:	180 Days from last date of receipt of Bids
24	Officer Inviting Bids	:	The Chief Executive Officer, APMB/ Superintending Engineer (Marine), APMB, Kakinada.
25	Bid Opening Authority	:	The Chief Executive Officer, APMB/ Superintending Engineer (Marine),.

27	Address	:	Andhra Pradesh Maritime Board (APMB), 2nd Floor, IHC Corporate Building, Mangalagiri, 522503.
28	Contact Details	:	9183321350 Mail Id: seaports@yahoo.com
29	Procedure for bid submission	:	As per RFP
30	General Terms & Conditions / Eligibility criteria	:	As per RFP
31	Special conditions	:	Refer RFP
32	Tender can be downloaded	:	<a href="https://tender.apecurement.gov.in">https://tender.apecurement.gov.in</a>
33	Tender documents (in zip format)	:	Tender Doc.zip
34	Others	:	Tender conditions are subject to modifications as per suggestions of Judicial preview/SLTC. Such changes if any will be notified through corrigendum to be issued from time to time.

### **3. GUIDELINES TO CONSULTANT FOR REGISTRATION WITH AP E PROCUREMENT SYSTEM, GOVERNMENT OF ANDHRA PRADESH**

#### **1. Registration of Bidders on e-procurement System:**

All the Bidders registered / intending to work with APMB, are required to register on the e-procurement System on the website <https://tender.apecurement.gov.in> in order to participate in tenders processed by APMB, using the e-procurement System.

#### **2. Digital Certificate:**

The bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The bidders may obtain Class III Digital Certificates issued by an approved certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: It may take up to 7 working days for issuance of Class III Digital Certificate; hence the bidders are advised to obtain them at the earliest.

Important Note: Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and upload their bids.

#### **3. Set Up of Bidders' Computer System:**

In order for a Bidder to operate on the e-procurement System, the computer system of the bidder is required to be set up for Latest version of Java, Operating System, Internet Connectivity, Utilities Fonts, etc. A help file on setting up of the Computer System can be obtained from the portal.

#### **4. Publishing of NIT**

For the tenders processed using the e-procurement system, only a brief Advertisement related to the tender shall be published in the newspapers and the Detailed Notice shall be uploaded only on the e-procurement system. The bidders can view the Detailed Notice and the time schedule for all the tenders' processes using the e-procurement System on the website <https://tender.apecurement.gov.in>.

#### **5. Key Dates**

The bidders are strictly advised to follow the time schedule (Key Dates) of the Tender for their side for tasks and responsibilities to participate in the tender, as all the stages of each Tender are locked before the start time and date and after the end time and date for the relevant stage of the Tender as set by the concerned Department Official.

## **6. Purchase of Tender Documents:**

The tender document can be purchased ONLY online. The tender shall be available for purchase to concerned eligible bidders immediately after online release of the tender and upto scheduled date and time as set in the key dates. Arrangements have been made for the Bidders to make payments online via Credit Card / Internet Banking. In case of online tendering, the application form for the purchase of tender documents shall not be required.

The bidder can purchase the tender documents online by making online payment of tender document fees using the service of the secure electronic payments gateway (see point 7 below for further details), and should print out the system generated receipt of their reference which can be produced whenever required.

## **7. Electronic Payment Account:**

As the tender documents shall be available for purchase only online, bidders are required to pay the tender document fees online using the Online Payments Gateway Service integrated into the e-Procurement System. For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link 'List of e-payments accepted online' on <https://tender.apeprocurement.gov.in>

## **8. Preparation of Bids and Submission of Bid Online by the Bidders:**

The Bidders have to prepare their Bids online, encrypt their bid data in the Bid Forms and submit Bid Seals (Hashes) of all the documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.

## **9. Opening of Tenders:**

The concerned Department Official receiving the tenders or his duly authorized Officer shall open online first the copy of Tender Purchase Receipt and Earnest Money Deposit and envelope of all the Bidders and verify the scanned copy of the Earnest Money Deposit and copy of Tender Purchase Receipt uploaded by the Bidders. He shall check for the validity of Earnest Money Deposit as required. He shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the commercial stage of the concerned Bidders received online shall not be opened.

Any other details can be had from the Office of the Superintending Engineer (Marine), 2nd Floor, IHC Corporate Building, Mangalagiri, 522503. E-mail: seapports@yahoo.com Mobile No. 9182321350.



#### **4. DISCLAIMER**

1. The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Client or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP document is neither an agreement nor an offer by the Andhra Pradesh Maritime Board (APMB) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
3. APMB does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for APMB to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by APMB in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
4. APMB will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of APMB or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. APMB will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
5. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

6. APMB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
7. APMB will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that APMB is bound to select an Applicant or to appoint the Successful Applicant, as the case may be, for the consultancy and APMB reserves the right to accept / reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. APMB also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
8. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Client or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Client shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
9. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APMB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
10. APMB reserves the right to change / modify / amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of APMB.

## 5. INSTRUCTIONS TO THE CONSULTANTS

### General Terms of Bidding

- i. The participating bidder shall be registered on the APMB website <https://smartport.ap.gov.in/>. If already registered, please ignore (Mandatory)
- ii. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy/Audit Firm are specified in this RFP. The term applicant / bidder (the “Applicant”) means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- iii. The Applicants are advised that the selection of consultant shall be on the basis of an evaluation by the Client through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Client’s decisions are without any right of appeal whatsoever. An applicant is eligible to submit **only one Bid** for entire assignment.
- iv. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- v. The Bidder should submit a **Power of Attorney** as per the format at **Annexure-3**, authorizing the signatory of the Bid.
- vi. The Financial Bid should be furnished in the format at **Annexure-4** clearly indicating the bid amount (as per requirement of RFP document) in both figures and words, in Indian Rupees, and signed by the Bidder’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- vii. Bids submitted with any condition or additional stipulation shall render the Bid liable to rejection as a non-responsive Bid.
- viii. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- ix. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the APMB and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly

confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The APMB will not return any Bid or any information provided along therewith.

- x. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the APMB shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
  - a) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Bidder or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
  - b) A constituent of such Bidder is also a constituent of another Bidder; or
  - c) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder; or
  - d) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - e) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s’ information about, or to influence the Bid of either or each of the other Bidder.
- xi. Consultants (including any of its constituents and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment (ii) the selection process for such assignment or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the APMB throughout the selection process and the execution of the Contract.
- xii. Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the APMB in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Contract Agreement, then notwithstanding anything to the

contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the APMB including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the APMB being liable in any manner whatsoever to the Selected Bidder for the same.

- xiii. As per the G.O.Ms. 94.Dated. 1.7.2023 the below conditions shall prevail

**Discount Tenders:** (Percentage less than estimated cost): Tenders upto 15% less than the estimate may be accepted but for tenders which are less by more than 15% of the estimate, a bank guarantee or demand draft for the difference between the tendered amount and 85% of the estimate value should be taken so that the tenderer leaves the works midway and the department is forced to call for tenders for the work once again, the bank guarantee or demand draft shall be used to finance the re-tendered work

- xiv. If any successful bidder fails to attend the office of the agreement concluding authority on or before the time specified will be suspended from participating DOP-12022/1/2025-ENG SEC I/3895890/2025 in the tenders on e-Procurement platform for a period of 3years besides forfeiting the EMD and also be black listed. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system

This RFP is not transferrable.

### **Cost of Bidding**

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The APMB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process. In the event of any contradiction between the details furnished in this RFP and the same obtained through Bidders' own means, the data provided in RFP will prevail.

### **Bid Processing Fees (Cost of RFP Document)**

The consultants would be required to pay Rs. 2,000 + GST (Rs 360 only) and bid processing fees, payable online. The Payment Receipt must be attached online along with the Proposal .Proposals not accompanied by bid processing fees shall be rejected outright as incomplete Bid. The bid processing fees and Tender

### **Right to accept and to reject any or all Bids**

Notwithstanding anything contained in this RFP, the APMB reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at

any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

The CEO, APMB, Vijayawada, reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith; if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the APMB to the Bidder, without the APMB being liable in any manner whatsoever to the Bidder. In such an event, the APMB shall forfeit and appropriate the Bid Security or Performance Security, as the case may be without prejudice to any other right or remedy that may be available to the APMB.

The APMB reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the APMB to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the APMB there under.

### **Clarifications and Amendment of RFP**

The CEO, APMB reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the APMB to respond to any question or to provide any clarification.

The APMB may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the APMB in written shall be deemed to be part of the Bidding Documents.

At any time prior to the deadline for submission of Bids, the APMB may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify this RFP by the issuance of Addenda.

Any Addendum thus issued will be uploaded on the Portal of AP e-Tenders only and not in newspapers.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the APMB may, at its own discretion, extend

the Bid Due Date after considering the time required by Bidders to address such amendment.

### **Preparation and Submission of Proposals**

The bids shall be prepared in two parts, Part 1 shall contain receipt EMD deposited online, Tender Purchase Receipt and technical proposal and shall be submitted online, and. Also Part 2 containing the financial bid, has to be submitted online only. The Bidder shall provide all the information sought under this RFP . The APMB will evaluate only those Bids that are received in the required formats and complete in all respects.

### **6. Submission of Bid**

The Part 1 of the bid shall comprise of Technical Proposal, Part 2 of the bid shall contain Financial proposal and shall be submitted online only.

**Part -I** shall contain following documents: (online Submission only)

- Earnest Money Deposit online.
- Proof of purchase of Tender documents (Copy of tender purchase receipt)
- Other required technical Documents as per Qualification criteria
- GST Registration and PAN Number.
- Company Registration
- Project details (attach proof, completion certificates).
- Prequalification criteria document
- Organization detail as per Annexure-2
- Cover Letter as per Annexure-1
- Power of Attorney if applicable as per Annexure-3
- Format for Declaration of Non-Blacklisting

Failure to submit the above documents online shall result in rejection of bid completely, and financial bid shall not be opened of such bidders.

**Part-B** shall contain Financial Bid : (online Submission Only)

For online submission, all documents should be clearly incorporated, as after checking of Contents of Part-1, only then Part B shall be opened. If the documents are not attached in the respective Part-1 as instructed above, APMB assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

The Financial Proposal [Annexure-4] shall be placed online only. The financial proposal of the Bidder shall be the lump sum fee which the bidder proposed to charge for undertaking the assignment. The financial proposal is inclusive of all the out of pocket expenses incurred by the bidder towards travel, documentation & communication. The financial proposal shall not include GST, which shall be payable extra by APMB, Mangalagiri. (Service recipient, as per the current norms). The bids containing the financial quote in physical form shall be summarily rejected.

The Technical Proposal Should be submitted online as per Part-1, and if need be the extra documents can be attached online in other documents. APMB may ask for additional documents (if required for clarification).

#### **Address of Communication**

Any communication shall be addressed to:

#### **Attention of:**

**The Superintending Engineer (Marine).  
Andhra Pradesh Maritime Board, Kakinada,  
1st Floor Port Administrative Building,  
Beach Road, Kakinada  
Andhra Pradesh – 533 001**

The Bids shall be valid for a period of not less than 180 days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Client.

#### **Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Client in relation to or matters arising out of, or concerning the Bidding Process. The Client will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Client may not divulge any such information



unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Client.

### **Confirmation of Receipt**

The Client would appreciate the Applicant informing, by facsimile/Email, the receipt of the document either from office or from website.

### **Correspondence with the Bidder**

The Client shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

### **Bid Security (EMD)**

The Bidder shall deposit as part of its bid a Bid Security of Rs. 10,000/- (Rupees Ten Thousand only) online.

Proposals not accompanied by EMD/Bid security shall be rejected outright as incomplete bid.

No interest shall be payable by APMB for the sum deposited as Bid Security deposit.

The EMD/Bid Security of the unsuccessful bidders would be returned back within one month of issuance of LOA to the successful bidder. The Bid Security of the successful bidder would be returned after submission of Performance Bank Guarantee (10% of Contract value) and signing of agreement.

EMD/Bid Security shall be forfeited by APMB in the following circumstances:

- i. at any time, a material misrepresentation is made or uncovered, or
- ii. If the bid is withdrawn during the bid validity period or any extension thereof.
- iii. If the offer is modified or varied in a manner not acceptable to APMB after opening of the proposals during the bid validity period or any extension thereof.
- iv. If the success full bidder fails to execute the agreement within the stipulated time or any extension thereof provided by APMB.

The APMB reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP or the Bidding Documents. Failure of the APMB to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the APMB.

The Successful Bidder is required to enter into a Contract Agreement with APMB and the draft of the same is set out in Appendix G. The fees shall be paid to the Successful Bidder by APMB in the manner as set out in Clause 2 of the Draft Consultancy Agreement.

APMB intends to adopt a single stage bidding process for selection of Consultant for the Assignment.

The Proposals received from eligible Consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.

The bids then shall be first, evaluated for prequalification criteria as mandated in this document. Bidders who fail to meet the prequalification criteria will not be evaluated further.

APMB reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.

To facilitate evaluation of Proposals, APMB may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

APMB reserves the right to reject any Proposal, if:

- i. At any time, a material misrepresentation is made or discovered; or
- ii. The Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

**In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, APMB shall declare the Preferred Bidder as the Successful Bidder. APMB will notify the Successful Bidder through a Letter of Acceptance (LOA) that its Proposal has been accepted.**

**Initially the successful Bidder shall be signing the agreement to execute the work.**

The Successful Bidder shall execute the Consultancy Agreement within 07 days of the issue of LOA or within such further time as APMB (Vijayawada) Limited may agree to in its sole discretion.

### **Security Deposit :**

Security deposit of 10% of the value of the work shall be recovered and kept for a maximum period of six months from the date of submission of final report by the firm.

### **7. Qualification Criteria**

As part of the evaluation, the Qualification Proposals submitted should fulfil the Minimum Qualification Criteria as set out in this clause. In case an Applicant does not fulfil the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be evaluated further. In such cases, the Bid Security will be returned after issue of Letter of Award to the selected Applicant.

The following eligibility criteria to participate in the Tender.

- i. As on date of the tender Documents, firms should not have been barred/ black-listed from participating in the activity of auditing or consultancy services by any state and/or central government agencies or departments.
- ii. The bidder should be a registered firm with the Institute of Chartered Accountants.
- iii. The Bidder CA firm should have not less than 3 partners in their Firm.
- iv. The Bidder CA firm should in the profession for at least 5 years.
- v. The average annual turnover of the consultancy firm during the last 3 years should not be less than **2 Crores**. The tender shall submit annual audited accounts and certificate from the statutory auditor as documentary evidence in support of the above.
- vi. The CA Firm should have experience in dealing of stock audits and audits of Government Organizations or Boards like APMB or Government undertaking Corporations or PSU's etc. Details of previous work experience should be mentioned.
- vii. The Firm shall nominate a nodal person to contact. A partner of the firm who is chartered accountant as key personnel to be a part of the team that is expected to be available for performing the assigned work.
- viii. Joint Venture (JV) or Consortium bids are not allowed.

### **8.SCOPE OF WORK:**

#### **a. Verification of Fixed Assets(Other than Lands):**

- i. Asset Register Review: Review and assess the existing asset register to verify completeness, accuracy, and consistency of asset records.
- ii. Physical Inspection: Conduct a physical inspection of all fixed assets to confirm their existence, condition, location and possession. This includes machinery, equipment, land, buildings, vehicles, furniture, and any other long term assets.
- iii. Asset Tagging: Ensure that each asset is appropriately tagged with a unique identifier and update asset records accordingly.
- iv. Cross-Referencing: Compare the physical assets with the asset register and identify discrepancies such as missing, obsolete, or duplicated assets.

- v. Condition Assessment: Evaluate the physical condition of assets and determine whether they are fully operational, obsolete, or not in use.
- vi. Capitalization of Expenditure: Possession status and Identification of expenditure with capital nature booked to Revenue expenditure in the Books for the Pervious years from 2019-20and capitalization into Fixed Assets.
- vii. Capital Work in Progress: Transfer of CWIP to Fixed Assets in different categories based on relevant records and physical inspection.

**b. Verification of Fixed Assets(Lands):**

- i. Ownership of Land: Ascertainment of ownership of all Lands owned by APMB on the basis of Land records available with APMB and lands records data with Registration office. If any discrepancy is identified, the same shall be notified with suggestion of corrective action.
- ii. Status of Possession of Land: Status of Possession of lands owned by APMB shall be reported and if any encroachment of land is identified, the details of same shall be notified. The status register of possession of land shall be prepared based on record available with APMB.
- iii. Categorization: Categorization of freehold and leasehold Lands& Buildings owned by AP Maritime Board along with extent of area covered, valuation and other necessary details based on the records available with APMB for incorporation into Books of Accounts

**c. Valuation of Fixed Assets**

- i. Valuation of lands :Assess the current market value of lands owned by APMB based on Government land records/SRO rates and in comparison with various land survey reports available with APMB and finalize the appropriate Valuation of lands for incorporation into Books of Accounts
- ii. Depreciation Method Analysis: Review the depreciation method applied to each asset and ensure compliance with the applicable accounting policies and standards (e.g., Straight-Line Method, Written Down Value Method).
- iii. Salvage Value Estimation: Estimate the potential salvage value of assets upon disposal, and incorporate this into the valuation process.
- iv. Asset Life Cycle Assessment: Analyse the remaining useful life of each asset and evaluate any impairment or obsolescence to ensure accurate depreciation.

**d. Reporting and Documentation**

- i. Updating of Fixed Asset Register: Provide acomprehensive fixed asset register reflecting the verified asset details and the new valuation figures.
- ii. Audit Trail: Document the methodology, sources, and assumptions used in the valuation and verification process to ensure transparency and audit readiness.
- iii. Tax Implications:Report on the Income tax, GST, Impact on Financial statements and any other implication due to revaluation of Fixed assets.
- iv. Recommendations: Provide recommendations for asset management improvements, including disposal or write-offs of obsolete assets, reclassification, or adjustments to asset depreciation schedules

**9.CONTRACT PERIOD**

- a. The Financial Auditor shall sign the agreement within 7 days from the date of receipt of communication of the acceptance letter (LoA)

- b. The period of the contract shall be one month from the date of acceptance of the contract.

## **10.DELIVERABLES AND PAYMENTS TERMS:**

### **A. Deliverables :**

- i. Updated Asset Register with all necessary fields.
- ii. Physical Inspection Report.
- iii. Depreciation Workings.
- iv. Recommendations for Asset Management.
- v. Documentation of Methodology, Sources Documents and Assumptions.

### **B. Payment Terms:**

- i. The 50% of the Lump-sum amount quoted will be released on submission of Draft reports as per the scope of work. The Draft reports as per the scope of work shall be submitted within the 30 days from the date of commencement of the exercise.
- ii. Balance amount of 50% will be released on submission of Final deliverables as per the scope of work.
- iii. GST as applicable will be paid extra on the above.
- iv. The statutory recoveries if any like GST, income tax etc. will be affected as per the regulation in force.
- v. The quoted fee will be inclusive of all other expenses related towards execution of Scope of work.
- vi. All payments shall be made in INR (Indian Rupees) only.

### **C. Award of Contract:**

- i. The Chief Executive Officer will award the contract to the firm ("Selected firm") that has qualified in eligibility criteria and that had quoted lowest value.
- ii. The CEO reserves the right to accept or reject any bid or all bids and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected firms or any obligations to inform the affected firms of the reasons for such action.
- iii. Notification of award: An Engagement Letter shall be issued by the CEO, APMB to the selected firm. The Selected firm shall Confirm and acknowledgement thereof, within 7 (seven) days of its receipt. In the event of confirmation letter from selected firm is not received, the CEO may, unless extended, may cancel the engagement letter issued to the firm and the second lowest ranking firm may be considered.
- iv. After giving confirmation to the engagement letter, the CA firm shall commence the work within 7 days from the date of award of contract by the Chief Executive Officer, Andhra Pradesh Maritime Board in the letter of Engagement.

- v. Security deposit of 10% of the value of the work shall be recovered and kept for a maximum period of six months from the date of submission of final report by the firm.

## **11. PREPARATION OF TENDER**

### **1. Language of the Tender**

All documents relating to the tender shall be in the English language only.

### **2. Documents comprising of the Tender**

- i. After registering on the e-procurement market place, bidders need to scan and upload the required documents as per the tender requirements.
- ii. The Bidders shall authenticate the tender with their digital certificate for submitting the tender electronically on e-procurement Platform and the tenders not authenticated by Digital certificate of the bidder will not be accepted on the e procurement platform.
- iii. The bidder shall mandatorily pay the transaction fee to M/s. APTS, Vijayawada through the electronic payment Gateway.

### **3. Tender Process:**

- i. The bidders who are desirous of participating in e-procurement marketplace shall submit their technical bids, price bids etc., online in the standard format prescribed in the NIT and tender documents as displayed at e – procurement market place. The bidders should upload the scanned copies of all the relevant and required certificates, documents etc., in the e-procurement market place in support of their technical bids. The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
- ii. All the bidders shall invariably upload the scanned copies of Online Payment Receipt / BG towards EMD/ Transaction Fee/ Tender Schedule Cost/ Bid Processing Fee in e- Procurement system and this shall be the primary requirement for Technical bid evaluation.
- iii. The bidder shall furnish a declaration in online stating that the soft copies uploaded by them are genuine. Any incorrectness/deviation noticed will be viewed seriously and apart from canceling the work duly forfeiting the EMD, criminal action will be initiated including suspension from business.
- iv. The bidder shall invariably furnish the original Online Payment Receipt / BG towards EMD, certificates / documents of the uploaded scanned copies, to the Agreement concluding authority before entering into agreement either personally or through courier or post within the stipulated date and shall obtain the receipt of the same, which shall be the responsibility of the successful bidder. The APMB shall not take any responsibility for any delay in receipt of original Online Payment Receipt / BG towards EMD, certificates / documents from the successful bidder before the stipulated time. On receipt of documents, the Tender Inviting Authority shall ensure the verification of genuineness of the Online Payment Receipt / BG towards

- EMD and all other certificates / documents uploaded by the bidder in e-procurement system in support of the qualification criteria before concluding the agreement
- v. The tenders will be opened online in e-procurement platform by the Superintending Engineer (Marine), APMB or his nominee at his office on the date and time specified in the NIT. All the statements, documents, certificates, Online Payment Receipt / BG etc., uploaded by the bidders will be downloaded for technical bid evaluation. The clarifications, particulars if any required from the bidders will be obtained by addressing the bidders. The technical bids will be evaluated as per the specified parameters/ criteria will be determined.
  - vi. The Department shall carry out the technical bid evaluation solely based on the Uploaded Certificates & documents; Online Payment Receipt / BG towards EMD in the e- procurement System.
  - vii. The price-bids of such bidders, who are determined to have complied with the eligibility criteria, i.e., qualified in Technical bid evaluation will only be opened by Superintending Engineer (Marine), APMB or his nominee at his office, on the date and time specified in the NIT, or any other date postponed and notified in the e-procurement platform.
  - viii. If the office happens to be closed on the dates specified in the NIT, the respective activity will be performed at the designated time on the next working day without any notification.
  - ix. If any successful bidder fails to attend the office of the agreement concluding authority on or before the time specified will be suspended from participating in the tenders on e-Procurement platform for a period of 3years besides forfeiting the EMD and also be black listed. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system.
  - x. Any other details can be had from the Office of the Superintending Engineer (Marine), APMB.

#### **4. Bid offer**

- i. As it is the LS Contract the bidder/s shall quote their offer as a overall tender fees.
- ii. The tender offer shall be for the whole work and not for individual items/ part of the work.
- iii. GST is Reimbursable.
- iv. All other duties, taxes and other levies payable by the Consultant/ firm as per State / Central Government rules in vogue as on the last date of submission of price bid are deemed to have been included in the tender percentage quoted by the bidder.
- v. **Goods and Service Tax (GST) Component:**
  - a. **The prospective bidder/ Consultant/ firm must be one having GST registration within the State of Andhra Pradesh and without which not eligible to bid**, so that the State Government shall not suffer any loss of revenue. The prospective bidder/ / Consultant/ firm is liable to produce proof of its GST registration

within the State of Andhra Pradesh as one of the eligibility criteria of technical bid qualifications. If in case not already registered shall undertake by affidavit to cause registered before bid finalization so to consider, however without which not eligible even from bid acceptance, for entering of contract agreement, even declared as eligible and accepted bidder and even under reverse tendering process and for such default not only forfeiture of EMD, but also be made liable for other civil and penal consequences.

- b. The percentage quoted by the bidder/ contractor shall be deemed to be inclusive of all rates, taxes, cess, fees, etc., except GST.
- c. The Consultant/ firm will liable to abide by the directions / instructions regarding GST issued by the Government from time to time during contract period.

vi. Charges payable to M/s APTS, VIJAYAWADA

- a. The service charges payable to M/s APTS, VIJAYAWADA are as indicated below.
- b. The participating bidders have to pay a transaction fee of **0.03 %** on the Total Cost.
- c. All the participating bidders shall electronically pay the transaction fee to the Service provider through Payment Gateway service on e-procurement platform. Payment of transaction fee by the participating bidders through the Electronic Payment Gateway is made mandatory for tenders.
- d. GST as levied by the GOI on transaction fee; electronic payment gateway charges are to be borne by the bidders.
- e. The Successful bidder shall pay eProcurement fund/ Corpus fund as generated by the eProcurement portal to APTS through online which is payable to the Managing Director, APTS.

## 5. Validity of Bids

- i. Bids shall remain valid for a period of **180 (Six) months** from the stipulated last date of receipt of Bids.
- ii. During the above mentioned period no plea by the Consultant/ firm for any sort of modification of the Bid based upon or arising out of any alleged misunderstandings or misconceptions or mistakes or for any other reason will be entertained. If the bidders withdraw their tender during validity period prior to award of the work, the bidder will be blacklisted duly forfeiting the EMD.



- iii. In exceptional circumstances, prior to expiry of the original time limit, the Bid Inviting Officer may request the bidders to extend the period of validity for a specified additional period. Such request to the bidders shall be made in writing. A bidder may accept or refuse the request without forfeiting the EMD. A bidder agreeing to the request will not be permitted to modify his Bid but will be required to extend the validity of his EMD for a period of the extension of validity of the bid.

**6. Earnest Money Deposit.**

- i. The tenderer shall furnish Earnest Money Deposit (EMD) Rs.10000/-
- ii. The EMD will be returned to the unsuccessful bidders, within one month from the issue of Letter of Award to the successful bidder.

**7. Signing of Tenders :**

- i. If an individual makes the tender, it shall be signed by him with his full name and his address. If it is made by a firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign and furnish his own name, and address of each member of the firm. If the tender is made by a corporation it shall be signed by a duly authorized officer who shall produce, with his tender, satisfactory evidence of his authorization. Such tendering corporation may be required before the contract is executed, to furnish evidence of its corporate existence. Tenders signed on behalf of G.P.A. holder will be rejected.
- ii. The authorization if at all to be given other than to the lead member as managing partner for this purpose of this bids, it shall be by a duly stamped and registered or notarized power of attorney by other partners under the Indian Laws. In the written undertaking it must also be mentioned that none of them are disqualified either by black listing in any Government contract within India nor involved in any criminal cases and no any insolvency or bankruptcy proceedings pending against them.
- iii. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Tender Inviting Officer, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initiated by the person signing the Tender.

No alteration which is made by the Bidder in the contract form, the conditions of the contract, statements / formats accompanying the same will be recognized; and, if any such alterations are made the tender will be void.

**12. Deleted**

### **13.SUBMISSION OF TENDERS**

#### **1. Bid Documents:**

The Consultants/ firms who participate in tenders online, shall submit the following invariably failure to comply with the condition the bid shall be considered incomplete and rejected.

- a) Proof of experience certificate as per Eligibility Criteria of bidders
- b) Proof of completed Auditing for project works of magnitude as of Eligibility Criteria of bidders.
- c) The Proof of CA firm should in the profession for last 10 years
- d) copy of duly signed Power of Attorney giving the signatory right to enter into contract on behalf of the bidder
- e) GST registration from Andhra Pradesh.
  - i. Declaration by the Bidder (Annexure-V)
  - ii. Conflict of Interest (Annexure-IV)
  - iii. Copy of EMD & Bid processing fee

#### **2. Last Date / Time for Submission of the Tender :**

- i. Tenders must be submitted not later than the date and time specified in NIT.
- ii. The Tender Inviting Authority may modify the dates for bid documents downloaded date / end date / last date for submission of tenders / date of opening of Technical bid / Date of opening of Price bids by issuing an amendment in which case all rights and obligations of the Tender Inviting Authority will remain same.
- iii. Any Tender received after the last date / time prescribed in NIT will be summarily rejected.

### **14.TENDER OPENING AND EVALUATION**

#### **1. TENDER OPENING AND EVALUATION :**

##### **A. Tender Opening**

- (a) The Bids shall be opened on 23.10.2025 at 11.00 PM at the SE (M), office, Kakinada
- (b) The Bidders or their authorized representatives can be present at the time of opening of the tenders. If any of the Bidders is not present at the time of opening of tenders, the tender opening authority will, on opening the tender of the absentee Bidder, reads out and record the deficiencies if any, which shall be binding on the Bidder.

The technical bid containing qualification requirements will be evaluated by the tender opening authority and the minutes are

recorded which will be signed by the tender opening authority as well as applicants or their authorized representatives present.

- (c) The CEO may call upon any Bidder for clarification on the statements, documentary proof relating to the bid. The request for clarification and response thereto shall be in writing, email, letter or fax and it shall be only on the qualification information furnished by the Bidder. The clarification called for from the Bidders shall be furnished on or before 5.00 P.M. of 20.10.2025 to seaports@yahoo.com
- (d) The Bidder if so desirous, shall agree initiating to furnish the clarification called for within the stipulated time and, for disqualification and rejection of his tender in the event of failure to do so.

## **2. EXAMINATION OF TECHNICAL BIDS AND DETERMINATION OF RESPONSIVENESS**

- (a) The Chief Executive Officer, APMB, Kakinada will evaluate whether each tenderer is satisfying the eligibility criteria prescribed in the tender document and declare them as a qualified tenderer.
- (b) If the technical bid (the terms technical bid and technical proposal are interchangeably used in this document) of a tenderer is not satisfying any of the eligibility criteria it will be rejected by the Chief Executive Officer, APMB, Kakinada.
- (c) If any alteration is made by the tenderer in the tender documents or the conditions of the contract, the tender will be rejected.

## **3. PRICE BID OPENING:**

- (a) Only the price bids of qualified tenderers whose technical Bids are found satisfying the eligibility criteria shall be opened in the presence of the qualified tenderers or their authorized representatives present on the date and time fixed. The bid offers shall be read out, minutes shall be recorded and the signatures of the tenderers present shall be taken in the minutes.
- (b) The price bid (interchangeably referred to as Financial Bid or Financial proposal in this document) of the unqualified tenderers will not be opened and kept in safe custody till the tenders are finalized and Letter of Award is issued the successful bidder and signed by both Chief Executive Officer, APMB, Kakinada and the successful bidder; thereafter the unopened price bid shall be returned to the unqualified bidders

- (c) Tenders shall be scrutinized in accordance with the conditions stipulated in the Tender document. In case of any ambiguity, the decision taken by the CEO, APMB Kakinada on tenders shall be final.

#### **4. Tender Evaluation**

- (a) The selection of the Bidder shall be based on least cost basis i.e. the Bidder who quotes the least total fees shall be declared successful as per the terms and conditions of the tender document
- (b) The CEO, APMB/SE(M), Kakinada will evaluate and compare the price bids of all Bids that are responsive
- (c) Negotiations at any level are strictly prohibited
- (d) In case of tie, the Bidder with higher average annual turnover from auditing services over last three shall be the Selected Bidder. In unlikely event of both such bidders having same average turnover, the turnover on similar works, clean track record will be considered for selection

#### **5. Process to be confidential:**

- A. Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the Successful Bidder has been announced by the CEO, APMB. Any effort by any Bidder to influence the processing of tenders or award decisions shall result in the rejection of his tender.
- B. Before recommending / accepting the tender, the CEO has a right to verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience.

#### **6. AWARD OF CONTRACT:**

- (a) The CEO will award the contract to the Bidder ("**Selected Bidder**") that had quoted lowest Financial Bid.
- (b) The CEO reserves the right to accept or reject any bid or all bids and to cancel the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the affected Bidders or any obligations to inform the affected Bidders of the reasons for such action.
- (c) **Notification of award and signing of agreement:** After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the CEO to the Selected Bidder, prior to the expiration of the Bid validity period. The Selected Bidder shall sign and return the duplicate in acknowledgement thereof, within 7 (seven) days of its receipt. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the CEO may, unless extended, may cancel the LOA and the second lowest ranking Bidder may be considered.

- (d) The Selected bidder has to sign an agreement for providing the services as per the Scope of Work defined herein, within a period 07days from the date of receipt of communication of acceptance of its tender. On failure to do so, its tender will be cancelled without issuing any further notice. The signed agreement to be entered into between the Selected Bidder and the CEO shall be the foundation of the rights and obligations of both the parties and contract shall not be deemed to be complete until the agreement has first been signed by the Selected Bidder and by CEO or such officer authorized to enter into contract on behalf of the Government. If signed, such Selected Bidder shall be declared Successful Bidder.
- (e) The Bidder shall along with the signed copy of the Agreement submit an unconditional and irrevocable Bank Guarantee obtained from a scheduled commercial bank with a validity period of **18 months**.
- (f) Failure to attend the CEO on the date fixed in the written intimation, to enter into the required agreement, shall entail forfeiture of the Earnest Money Deposit.
- (g) After signing the agreement, the Consultancy firm shall begin the work from the date intimated by the Chief Executive Officer, APMB, Mangalagiri in the letter of Acceptance. The contract period will start from this date

## **7. TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE:**

The contract can be terminated in the following conditions:

- i) If this Contract has not become effective **within 30 days** after the date of the Contract signed by the Parties.
- ii) If the consultant has not commenced the work after concluding the Agreement the EMD/Performance Security may be forfeited and should be black listed as per APDSS.
- iii) If the contractor has left the work incomplete, then EMD/Performance Security should be forfeited along with the Amount of unpaid portion of completed work till that time.

## **8. CONFLICT OF INTEREST:**

- (a) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, CEO shall forfeit full EMD for, *inter-alia*, the time, cost and effort of the APMB, Kakinada including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the CEO hereunder or otherwise.
- (b) The CEO, APMB requires that the Successful Bidder provides professional, objective, and impartial advice and at all times hold the interests of GoAP paramount, avoid conflicts with other assignments or its own corporate interests, and act without any consideration for future work. The Successful Bidder shall not accept or engage in any

assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the GoAP.

## **9. FRAUDULENT & CORRUPT PRACTICES:**

- (a) The Bidder shall observe highest standards of ethics during the selection process and execution of the assignment. The Bidder shall not commit or be involved directly or indirectly in any corrupt and/or fraudulent practices. Notwithstanding anything to the contrary contained in this Tender document, the CEO shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) during the Selection Process.
- (b) The Bidders shall not be engaged or have been engaged in past in any corrupt or fraudulent practices, if the consultant, in the judgment of the CEO has engaged in corrupt or fraudulent practices in competing for or in executing the assignment CEO would have right to terminate this contract on a notice. For the purpose of this clause:
  - i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
  - ii. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

## **10. SETTLEMENT OF DISPUTES:**

- a. If any dispute of difference of any kind whatsoever arises between the Port Department and the selected independent auditor in connection with, or arising out of the contract, whether during the progress of the Independent Financial Audit or after its completion and whether before or after the termination, abandonment or breach of the contract, it shall in the first place, be referred to and settled by the CEO who shall, within a period of thirty days after being requested by the affected Party to do so, give written notice of its decision to both the Parties. Upon receipt of the written notice of the decision of CEO., the Parties shall promptly proceed without delay to comply with such notice of decision.

- b. If the CEO, APMB fails to give its decision in writing within a period of thirty days after being requested or if the affected Party is dissatisfied with such decision, the affected Party may within thirty days after receiving the notice of decision, refer the matter or matters in dispute to Arbitration.
- c. Failing amicable settlement and/or settlement with the assistance of the CEO, APMB the dispute or differences or claims as the case may be, shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a sole arbitrator appointed by Secretary I&I Department GoAP.. The arbitration shall be invoked by one party issuing to the other a notice in writing invoking the arbitration.
- d. The place of arbitration shall be Kakinada.
- e. The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- f. The procedure to be followed within the arbitration, including appointment of arbitrator/arbitral tribunal, the rules of evidence which are to apply shall be in accordance with the Arbitration and Conciliation Act, 1996.
- g. Any decision or award resulting from arbitration shall be final and binding upon the Parties.

## **11. MISCELLANEOUS:**

- (a) The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kakinada (AP) India shall have jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- (b) The Chief Executive Officer, APMB, Kakinada, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - i. suspend and/ or cancel the bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
  - ii. consult with any Applicant in order to receive clarification or further information;

- iii. retain any information and/ or evidence submitted to the Chief Executive Officer, APMB, Kakinada by, on behalf of, and/ or in relation to any Applicant; and/ or
  - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- (c) It shall be deemed that by submitting the Application, the Applicant agrees and releases the Chief Executive Officer, APMB, Kakinada, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- (d) All meetings unless otherwise specified shall be at the CEO., Andhra Pradesh Maritime Board at Kakinada. The bidder shall make itself available for meetings and any interactions related to the tender.
- (e) The nodal person on behalf of CEO for the process shall be Superintendent Engineer (Marine), A.P. Maritime Board, Kakinada.

The Consultant shall further sign the declaration as provided in Annexure V and submit along with their proposal



## ANNEXURE-1

Covering Letter  
(On the Letter head of the Bidder)

Date:

To:

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**Ref.: “Engagement of Chartered Accountant firm for Comprehensive Physical verification and valuation of Plant, Property & Equipment of owned by A.P Maritime Board with accounting standards and proper documentation for financial reporting”.**

Dear Sir,

Being duly Authorized to represent and act on behalf of ..... (here in after referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of ..... (*Name of Bidder*) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 90 days from .09.2025

***We also here by agree and undertake as under:***

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.

We hereby certify and confirm that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

*Duly signed by the Authorized Signatory of the Bidder*

**(Name, Title and Address of the Authorized Signatory)**

## ANNEXURE-II

### Details of Bidder (On the Letter Head of the Bidder)

- a) Name of Bidder
- b) Address of the office(s)
- c) Date of incorporation and/or commencement of business
- 1. Details of individual(s) who will serve as the point of contact/  
communication for APMB with the Bidder:

- a) Name :
- b) Designation :
- c) Company/Firm :
- d) Address :
- e) Tele phone number :
- f) E-mail address :
- g) Fax number :
- h) Mobile number :

**POWER OF ATTORNEY**  
**(On Stamp paper of relevant value)**

Know all men by these presents, we \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms..... (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for "Engagement of Chartered Accountant firm for Comprehensive Physical verification and valuation of Plant, Property & Equipment of owned by A.P Maritime Board with accounting standards and proper documentation for financial reporting", including signing and submission of all documents and providing information/responses to CEO, APMB in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2020  
 For \_\_\_\_\_

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

\_\_\_\_ Signature) (Name, Title and Address of the Attorney)

Date: .....

Note:

- 1) *To executed only if the Bidder is a Company or Partnership firm*
- 2) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents \_\_\_\_\_ of \_\_\_\_\_ the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.*
- 3) *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney \_\_\_\_\_ in \_\_\_\_\_ favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Annexure-IV  
Format for Financial Proposal

[Location] [Date] To:

Chief Executive Officer

A.P. Maritime Board

2nd Floor, IHC Corporate Building, Mangalagiri, 522503

Dear Sir,

**Subject: Engagement of Chartered Accountant firm for Comprehensive Physical verification and valuation of Plant, Property & Equipment of owned by A.P Maritime Board with accounting standards and proper documentation for financial reporting.**

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Following is Financial Proposal inclusive of all Taxes, exclusive of GST, for the above said Consultancy Services.

Sl.No.	Item	Amount in Figure	Amount in Words
1.	Total fee for Engagement of Chartered Accountant firm for Comprehensive Physical verification and valuation of Plant, Property & Equipment of owned by A.P Maritime Board with accounting standards and proper documentation for financial reporting		

NOTE:

1. The Financial Proposal shall take into account all expenses including all remuneration of personnel's (Core, support, on-site and off-site manpower), reimbursable expenses, out of Pocket expenses and any other cost which the consultant may incur during the course of the project except applicable GST as per law.
2. All payments shall be subject to deduction of taxes at source as per applicable laws.
3. GST or any other applicable taxes as per law shall be paid additionally.
4. No escalation on any account will be payable over and above the Total Financial Proposal.
5. All payments shall be made in Indian Rupees.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely — Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive. We remain, Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm and Address: