

SECTION II - INSTRUCTIONS TO THE BIDDERS

1. GENERAL:

- i) NIT invited through “Two cover system” by V.O.Chidambaranar Port Authority from eligible bidders for “Audit of PPP Operations at V.O.Chidambaranar Port Authority for a period of three financial years from 2024-25 to 2026-27”.
- ii) The bid document containing the entire details is available at the www.vocport.gov.in and <https://etenders.gov.in/e procure/app> for downloading during the period specified in the NIT.
- iii) The bidders must fulfill the Minimum Qualification criteria for pre-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 Cover - II.
- iv) The contract agreement will be for a period of three years to complete the Audit for Financial Years 2024-25 to 2026-27 and extendable for a period upto one year with the same rate, Terms & conditions on mutually agreed basis, which will be based on the satisfactory performance of service during the course of contract.
- v) The bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a contract agreement as provided in Annexure - C with such modifications as agreed upon. Until the formal contract agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between the Port and the firm.

2. PRE-BID MEETING:

A pre-bid meeting will be conducted on the date, time and place as specified in NIT (Section - I) at V.O.Chidambaranar Port Authority, Tuticorin. Interested bidders can participate in the pre-bid meeting or the queries can be sent to the designated e-mail id by fa@vocport.gov.in within 23.07.2024 @ 17:00 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. EARNEST MONEY DEPOSIT:

- i. In order to be considered for the bid, the Bidder shall make payment of Earnest Money Deposit (EMD) of Rs.81,115/- (Rupees Eighty one thousand One hundred and fifteen only), the EMD through online payment gateway mode in CPP E-tendering Portal. Otherwise, the tender will be rejected.
- ii. EMD in the form of such as cash/ Demand Draft or any other form shall not be accepted.
- iii. The EMD furnished by all unsuccessful bidders will be returned through the e-payment system of CPP Portal, after the expiry of the final tender validity period or 30 days from the date of issue of the work order. The EMD of the successful bidder shall be adjusted against Security Deposit.
- iv. If the successful bidder fails to remit the Performance Security after the issue of work order 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 also furnish a Bid Security declaration and undertaking as per Form-II.

4. CORRECTION / VARIATION:

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the bidder with date. No erasures or over writings shall be made.
- ii) The bidders should not submit any revised or amended offers through physical mode.

5. TRANSFER OF BID DOCUMENTS:

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

6. ADDENDA / CORRIGENDA:

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

7. INCOMPLETE DETAILS AND CANVASSING:

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

8. HISTORY OF LITIGATION:

A consistent history of litigation or arbitration awards against the applicant may result in disqualification.

9. OUT STANDING DUES TO PORT:

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

10. BID SECURITY:

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

11. BID OPENING:

The Part I (Cover I) - Techno-commercial Bid containing the Qualification criteria documents listed in the list of documents to be enclosed as in Annexure - A of Section VIII and any other documents uploaded by the Bidders will be opened through online on the scheduled date and time as indicated in the NIT.

12. PAYMENTS:

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

13. EXPENSES INCURED BY THE BIDDER:

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

14. UPLOADING OF BID DOCUMENTS:

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

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

15. COMMUNICATION FOR INFORMATION;

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

Financial Adviser & Chief Accounts Officer,

V.O.Chidambaranar Port Authority,

Administrative Office,

Tuticorin - 628 004.

Telephone No: (0461) 2352254 Fax No.(0461) 2352201

E-mail: 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) The bidder should have experience in similar works each year with an Organisation having average annual turnover of more than Rs.300.00 Crores (30% of Port's Turnover of around Rs.984.77 Crores) during the last 3 years (2020-21, 2021-22 & 2022-23). Out of that one similar work in any Major Port is mandatory. The bidder shall submit proof of work order and work completion certificate for the experience claimed (Refer Form III).
- b) The bidder should also have at least 4 partners with professional qualification in the field of work i.e., Port or PPP Experience.
- c) The bidder should be C&AG empaneled.

Note : Similar Work means the firm should have experience in PPP Operation Audit / Internal Audit / Tax Audit / GST Audit/ Concurrent Audit.

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 scan and upload the following documents in the e-tender portal, failing which their offer will be treated as non-responsive and their bid will be summarily rejected without techno commercial evaluation.

- i) Attested copies of registration certificate / ICAI firm registration details, CAG Empanelment Proof, Documents incorporating the legal entity and defining its legal status, PAN & GST registration Certificate, Firm profile and details of partners, place of registration and principal place of business etc.
- ii) Proof of payment of EMD by RTGS/ NEFT etc.,
- iii) Bid Security declaration as per Form - II.
- iv) Declaration of Authorised Representative of the bid in Form - IV of Annexure-A in non-judicial stamp paper with denomination not to be lesser than Rs.100/- duly signed by all the partners. The bidders must submit a Resolution copy of the firm / LLP authorizing a partner to represent the bidder including signing of tender document and discharge of all tender related matters, else, all the partners of the firm / LLP has to sign Form - IV duly authorising a partner / person to represent. The bids submitted without Form - IV will be summarily rejected.
- v) The copies of valid certificate issued by Central / State Government for exemption from payment of EMD, if applicable.
- vi) (a) The bidder must not have been terminated or declared ineligible / blacklisted by any Major Ports / Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT.

(b) Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount should be furnished.

(c) A declaration to the effect of vi (a) & (b) should be furnished in Form-V of Annexure-A.

vii) Scanned copy of TDS Certificates in case of bidders submitting satisfactory completion performance certificate for work carried out in non-Government Organisations / Private Organisations.

2. Techno-Commercial Evaluation:

i) The documents uploaded by the bidder as specified in Form - III of Annexure-A will be evaluated based on the work order and work completion certificate of 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 uploaded in the Part I (Cover I) - Techno-commercial Bid, 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 - Techno-commercial qualification criteria for the Bidders, shall be rejected without assigning any reason.

iii) The Port may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years, forfeiture bank guarantee either jointly or separately.

iv) The shortlisted bidders after the techno commercial evaluation will be informed through e-mails 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 on 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 G 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 authorized representatives, who wish to be present at the time of opening, at their own cost.
- ii) 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.
- iii) 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.
- iv) No conditionality is to be attached in the price bid other than furnishing the price quote.

4. Award of work:

- i) The work will be awarded to the successful bidder(s) for providing PPP Audit as specified in the scope of work of Annexure - B.
- 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. Provision of office:

The successful tenderer shall have an office within the approximate vicinity of 60 kms (approx.) from the Port, within 3 months / further extended period of six months for exceptional circumstances, from the date of contract agreement with minimum one Chartered Accountant, as Partner at this Branch failing which the performance security submitted the successful tenderer shall be forfeited and also terminated from the 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 D** of the Bid document shall be in compliance for a digital confirmation 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 of 90 days.
- ii) The successful bidder may also deposit the Performance Security amount through E-payment to the port account in lieu of Bank Guarantee. However, the Port may relax the above time limit of 15 days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically, and the Earnest Money Deposit will be forfeited.

- 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 firm shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the firm shall have to pay an interest of 6% 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 180 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 - C** of the bid document on Tamil Nadu State Government stamp paper of the value of Rs 100/- within 7 days of the issue of work order.
- ii) Non-fulfilment of the above condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for annulment of the award.
- iii) Further, the Port reserves the right to take action as deemed fit against such default bidder. The penal action may include reference to C& AG / RBI and also to the ICAI / IPA for necessary action. Also, the bidder shall be blacklisted for a period of 3 years from participating in the bids issued by the Port.

6. Security Deposit:

Security Deposit at the rate of 10% will be deducted from each running bill after adjusting the amount already deposited by the firm as EMD subject to a maximum accumulation of 5% of the tendered value. The Security Deposit shall remain with the Port till the date of completion of all contractual obligations of the firm including statutory obligations and will be refunded without any interest after adjusting any dues payable to the Port/ Statutory Authorities.

7. Debarment:

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

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

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

SECTION VI - SCOPE OF THE WORK, STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS

1.Scope of work:

The detailed scope of work is as mentioned in Annexure - B. The firm should commence the work from the date to be specified in the work order at V.O.Chidambaranar Port Authority.

2. Statutory compliance and contractual obligations:

Statutory compliance and contractual obligations to be complied with by the successful bidder.

i) TDS:

TDS will be deducted at the rates as applicable from time to time. It is open to the firm to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing 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 GST shall be reimbursed by the Port to the firm on his making available the GST claimed by him in GSTR 2A against the Port GST number.

iii) Compliance with the EPF / ESI Act:

- a) The firm should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- b) Any interest or penalties payable to EPF / ESI Authorities due to the default of the 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 successful bidder in the subject tender published by the Port for “Audit of PPP Operations at V.O.Chidambaranar Port Authority for a period of three financial years from 2024-25 to 2026-27” has agreed to the terms and conditions specified in the bid document for providing the service more specifically detailed in the Scope of work in Section - VI of the bid document. The following General terms and conditions of this contract shall also form part of the above - mentioned tender.

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

3. Consideration:

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

4. Period of contract:

The Contract is valid for a period of Three Financial years i.e., 2024-25 to 2026-27. 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 and the performance of the firm is found satisfactory by the Port.

5. Non-performance of contract / breach of contract:

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

committed by the firm or its employees or the manpower deployed for the performance of the Contract.

6. Malpractice or furnishing of false information:

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

7. Termination of contract:

- i) Consequent to the failure of the firm to comply with the notice issued for non-performance / breach of contract, Port will issue a notice giving the firm 7 days' time asking him to show cause as to why the contract should not be terminated.
- ii) If no reply is received or if the reply received from the firm within given time is found to be not satisfactory, Port will terminate the contract with immediate effect. In such case EMD or performance security and security deposit shall be forfeited.

8. Discontinuance by the firm:

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

9. Foreclosure of the contract by Port:

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

10. Conflicting relationships:

A firm found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port may not be awarded

a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

11. Change in constitution:

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

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

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

13. Penalty for Delays / Liquidated Damages:

The report as per tender for each calendar month shall be submitted specified in Annexure - E. For delayed submission of monthly report, penalty of 1% of monthly audit fee in proportion to quoted in the price bid will be levied for each week or part thereof of delay subject to a maximum of 10% of total value of contract throughout the contract period.

14. Confidentiality:

The firm and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the firm shall keep confidential, the data and other information of the Port shared or obtained during the course of work in any form during and after expiry/ termination/cancellation of the Contract, except the information that are available in the public domain. In the event of receipt of any legal / statutory notice to disclose the information shared by the port, the same shall be done by the firm only after giving a prior intimation to the Port.

15. Damage to property:

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

16. Indemnification:

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

17. Changes in terms of a concluded contract:

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

18. Identity cards / entry passes:

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

19. Accident or injury to workmen:

The Port shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the firm and the firm shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

20. Dispute Resolution:

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

21. Notices:

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

22. Applicable law and jurisdiction:

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

23. Other conditions of contract:

- i) 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 MPA Act, 2021 shall be ensured, wherever required.

- ii) 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.
- iii) The general place of work shall be the office of the PPP Operators which is near to Port Administrative Office of V.O.Chidambaranar Port Authority.
- iv) 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.
- v) The work shall be carried out as per the scope and procedure indicated in the tender and audit report has to submit the port as define in the Annexure - E (4 (v)).
- vi) The normal working hours of office shall be 10:00 hrs to 18:30 hours
- vii)Adoption: The Contract shall be governed by the provisions or amendments or clarifications of MPA Act, 2021, Indian Ports Act, 1908, Merchant shipping Act, 1958, etc., and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the firm to comply with all such Acts, rules, regulations and directives issued by the Government of India and/or others communicated by the Port from time to time.

SECTION VIII - ANNEXURES AND FORMS

ANNEXURE A

QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF DOCUMENTS TO BE ENCLOSED

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Part I (Cover I) - Techno-commercial bid.

PART I (COVER I) - TECHNO-COMMERCIAL BID

| Sl. No. | Qualification Documents to be uploaded | Uploaded Page Ref No. |
|---------|--|-----------------------|
| 1. | Notice Inviting Tender (NIT) | |
| 2. | Form I - Details of Firm | |
| 3. | Form II - Bid Security Declaration | |
| 4. | Form III - Past Experience Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalised Banks / Public Limited or Private Limited Companies, etc., Profit & Loss account | |
| 5. | Form IV - Declaration of Authorised Representative of the bid | |
| 6. | Form V- Tender Acceptance and Declaration of litigation & Blacklisting | |
| 7. | Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business | |
| 8. | Total number of the pages uploaded by the bidder (mention the page no. starting from to end) | |
| | 1. Starting page no. | |
| | 2. Ending page no. | |
| | 3. Total number of pages | |

(Fill the page numbers where the documents have been uploaded in the table provided above)

*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place:

Date:

Signature and seal of the Authorized Representative of Bidder

DETAILS OF FIRM

(To be submitted in Company's letter head, with signature and seal)

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. Statistical information about the firm for the past three years:

| Sl. No. | Particulars | Details / No. |
|---------|--|---------------|
| 1 | Number of Clients with Turnover exceeding Rs.162.50 Crs. | |
| 2 | Total staff strength including partners | |
| | (A) Total number of Qualified Chartered Accountants | |
| | (i) No. of partners & Qualification (Proof to be enclosed) | |
| | (ii) No. of paid chartered accountants other than partner | |
| | (B) Total number of staff / articulated assessments | |
| | (i) No. of Inter - Qualified | |
| | (ii) No. of Post - Graduate | |
| | (iii) No. of Graduate | |
| 3 | C&AG Empanelment details (Enclose Proof) | |
| 4 | GST Registration Number (Enclose Certificate) | |
| 5 | PAN (Enclose Copy) | |
| 6 | Deed of Partnership | |
| 7 | Any other document | |

BID SECURITY DECLARATION

To

The FA&CAO
Finance Department
V.O. Chidambaranar Port Authority
Tuticorin - 628 004

I / We, the undersigned, declare that:

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

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

- a) Have withdrawn / modified / amended, impaires or derogates from the tender, my / our bid during the period of bid validity specified in the form of bid; or
- b) Having been notified of the acceptance of our bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to bidders.

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

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the bid securing declaration)
Name: (insert complete name or person signing the bid securing declaration) Duly authorized to sign the bid for an on behalf of (insert complete name of bidder)

Dated on day of (insert date of signing)

PAST EXPERIENCE

A) Details of Past Experience

| Sl. No | Year | Name of work | Value of work executed. (in Rs.) | Work order reference No. | Contract period | | Date of completion certificate | Name and address of the | Turnover of the client |
|--------|---------|--------------|----------------------------------|--------------------------|-----------------|------------|--------------------------------|-------------------------|------------------------|
| | | | | | Commencement | completion | | | |
| 1 | 2023-24 | | | | | | | | |
| 2 | 2022-23 | | | | | | | | |
| 3 | 2021-22 | | | | | | | | |
| 4 | Similar | | | | | | | | |

Note:

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form III (A) have to be uploaded 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 uploaded, as provided in form III (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place:

Date:

Name

Designation

Business Address:

.....

Seal

B) EXPERIENCE / COMPLETION /PERFORMANCE CERTIFICATE

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

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

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

(Signature)

Place:

Name

Date:

Designation

Organisationwith 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 III A.

DECLARATION OF AUTHORISED REPRESENTATIVE
(To be provided in Rs 100 /- non-judicial Stamp Paper)

(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 Members 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 corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

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

(To be given on company Letter Head)

To

Sir,

Subject:

Tender Reference No-----

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:-
3. I / We are not blacklisted or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs / Nationalized Banks / Public Limited or Private Limited Companies etc., in India.
4. I/We 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 contact 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 Authority 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 the 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 Authority 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

1. Scope of Work

- 1) The Audit is to be conducted on all the financial transactions done/cargo handled by the respective PPP Operator specified below:-

| Sl.No | Name of the Project | Operator |
|--------------|--|--|
| 1 | Operation of 8 th berth Container Terminal | M/s Dakshin Bharat Gateway Terminal |
| 2 | Operations of 3 nos. of Harbour Mobile Crane - at Berth No. I to VI and IX | M/s Imcola Crane Company Pvt Ltd |
| 3 | Operation of 9 th Berth Container Terminal | M/s Tuticorin International Container Terminal Private Limited |
| 4 | Mechanization of NCB - III | M/s JSW Tuticorin Multipurpose Terminal Pvt. Ltd. |
| 5 | Operation of 8 Nos. of Hoppers at Berth No. I to VI | M/s Sea Port Shipping Pvt. Ltd. |
| 6 | Operation of NCB - II | Provisional |

Note : The firm has to conduct PPP Audit within the same agreed rate, in case of any additional PPP Projects in addition to the above 6 projects, will be assigned by this Port.

- a) There are no delays and /or irregularities in maintaining the Accounts and reports, as per statutory regulation; specified in article 9.4 of Concession Agreement / Clause in specified License Agreement.
 - b) The Audit is to ensure the compliance of all clauses relevant to financial issues viz., Gross Earnings earned, Financial Closure, Amount due to Port etc., as per the respective Concession Agreement / License Agreement entered with VOCPA by the respective PPP Operator / License Operator.
 - c) Reports submitted are supported by basic records.
- 2) The audit shall cover the compliance of relevant Articles of Concession Agreement relating to Revenue related matters and Finance related issues like sharing of data through online, submission of Audited Annual Accounts, Shareholding pattern and accordance with the Accounting Standards and Income Tax Act etc.

3) Periodicity and Methodology

The audit has to be done for past period audit from April 2024 to June 2024 and concurrent audit on monthly basis and to be done for the years 2024-24, 2025-26 and 2026-27. Further, rates are to be quoted for audit per annum basis excluding GST.

4) Audit Report

- i. The report shall be submitted in two parts. The first part will contain a general report on revenue earned and second part will contain revenue share to be remitted warranting report on omissions and evasions and appropriate rectification / compensation to the Port. Compliance of relevant section of Concession Agreement with Concessionaire / License Operator.
- ii. The report should be submitted with 1 CD and 2 hard copies and by mail to FA mail (fa@vocport.gov.in) endorsing copy to relevant BOT Operator / License Operator on monthly basis and an Annual Report in comprehension manner.
- iii. The Report should concentrate/give more attention to improvement in System Controls in the collection of Revenue share/Royalty and monitoring the operators of BOT/License Operators with respect to compliance of Revenue related and Financial issues related clauses of the Concession Agreement.
- iv. Presentation has to be made by the Auditor on quarterly basis with the observations, findings and future course of action.
- v. The work shall be carried out as per the scope and procedure indicated in the tender. On completion of audit for each month of Financial Year 2024-25, 2025-26 & 2026-27, a detailed report in the prescribed form is to be submitted indicating the work done covering revenue earned and revenue share due thereon to the port with respect to upfront tariff for each PPP Project as well as running note highlighting the observations submitted within ten working days after completion of each calendar month.
- vi. Annual / half yearly report also be submitted to the Port with reconciliation with figure from Annual / half yearly reports submitted by the PPP Operators.

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

A. REVENUE SHARE/ROYALTY:

6) It should be verified whether all the earnings earned by the respective PPP Operator is covered under Gross earnings reported by the Operator as well as Earnings considered for the Revenue share/Royalty due to the Port in case the facility operated on revenue share/Royalty mode and all the financial transactions done/handling of cargo is considered for the payment of Royalty to the Port.

B. TERMS OF PAYMENT

The monthly payment will be released within 30 days from the acceptance of the Audit Report as per price bid column no.3 on proportionate basis. The tax invoice of bill shall be raised as per GST provision and the payment shall be made after deducting applicable TDS and other recoveries. Further, GST, if any applicable shall be paid to service provider only on receipt of claim alongwith necessary proof of payment or after reflection in the GSTR - 2A of the VOCPA as eligible ITC.

6. NOMINATION OF A PARTNER & COMPOSITION OF AUDIT TEAM: The Chartered Accountant firm/LLP shall nominate a partner exclusively to deal with the Audit and co-ordinate with VOC Port 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 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 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 partner's nomination shall be made only after getting prior written consent from V.O.Chidambaranar Port.
7. Further, the consultant has to comment on the accuracy of the software, which is being used for recording the transactions and billing of the same thereon by the respective operators.
8. Any other work as entrusted by the VOCPA in connection with the operations of the above six PPP / License operators.

Form of agreement

This agreement made this Day of2024 between the Board of Trustees of the V.O.Chidambaranar Port Authority, a body corporate under the Major Port Authority's Act 2021(hereinafter called the 'Board')which expression shall, unless excluded by, repugnant to the context, be deemed to include their successors in office) on one part AND.....
.....
.....(hereinafter called the 'Contractor' which expressed shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office)on the other part.

WHEREAS the Board is desirous of executing the work, WHEREAS the Contractor has offered to execute and complete such work and WHERE AS THE BOARD has accepted the tender and WHERE AS the Contractor has furnished a sum of Rs.....
(Rupees.....
.....) as Performance Security as per terms of contract for the due performance of this Contract.

Now this agreement witnesseth as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed a part of this Agreement, namely,
 - i. Tender document with all Annexures
 - ii. All amendments to tender document;
 - iii. Work order;
 - iv. Letter of acceptance/acknowledgement; and
 - v. Agreement deed
3. The contractor hereby covenants with the Board to execute and complete the work in conformity and in all respects with the provisions of the Contract.

4. The Board hereby covenants to pay the Contractor in consideration of the execution and completion of the works, the contract price at the time and in the manner prescribed by the Contract.

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

The Common Seal of V.O.Chidambaranar Port was hereunto affixed and

1. The Chairperson/other authorized officer thereof has set his hand in the presence of:
2. Signed and sealed by the Contractor in the presence of:

Form of Bank Guarantee for Performance Security

In consideration of the Chairperson representing the Board of Trustees of V.O.Chidambaranar Port (Hereinafter called the "Board") having agreed to extend..... (hereinafter called the 'said agreement') of Performance security for the due fulfillment by the said contractor of the terms and conditions contained in the said agreement on production of Bank Guarantee for Rs.....(Rupees)

1. We(hereinafter referred to as 'The Bank') at the request of contractor do hereby undertake to pay to the Port on amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement.

2. We do hereby undertake to pay the amount due and 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 of any of the terms and conditions contained in the said agreement or by reason of the contractor 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.....

3. We undertake to pay to the Port any money so demanded notwithstanding and dispute of the disputes raised by the contractor in any suit or proceedings before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of liability for payment there under and the contractors shall have no claim against us for making such payment.

5. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforced 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 Finance department , V.O.Chidambaranar Port Trust certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this 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 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 renew or extend this guarantee for such further period or periods as the Port may require.

6. We further agree with the Port, that the Port shall have the fullest liberty without our 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 and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by the reason of any such variations or extension being granted to the said contractor or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor or by any such matter or thing whatsoever which under the law relating to securities would but for this provision have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor.

8. We..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.

9. This guarantee is valid upto(Period)

Dated theday of.....

Seal of Bank.

FINANCIAL BENEFIT STATEMENT

(Should be a annex to each audit report)

| Sl. No. | Month | Para No. | Amount indicated in the report - Lower income realization (or) over payment | Amount recovered | Details of Recovery |
|---------|-------|----------|---|------------------|---------------------|
| | | | | | |

COMPLIANCE REPORT

(Should cover reports which are submitted 2 months earlier) with reference to Annexure B - Para(4)

| Sl.No. | Month | Para No. | Brief remarks | Reply accepted/ or not | Present status |
|--------|-------|----------|---------------|---------------------------|----------------|
| | | | | | |

PRICE BID

“AUDIT OF PPP OPERATIONS AT V.O.CHIDAMBARANAR PORT AUTHORITY FOR A PERIOD OF THREE FINANCIAL YEARS FROM 2024-25 TO 2026-27”

| Description of work | Estimate (Rs.) | Rate in rupees |
|--|----------------|--------------------|
| | | Amount for 3 years |
| Conducting PPP Audit of all financial transactions of all the Operators carrying operations on PPP basis/ License basis in V.O.C. Port Authority for the FY 2024-25 to 2026-27(Price Bid quoted for 3 years excluding GST) | 40,55,770/- | |