



**CHENNAI PORT TRUST**  
No.1, RAJAJI SALAI  
CHENNAI 600 001  
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**e-TENDER FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRM FOR  
RENDERING PROFESSIONAL Services For  
Concurrent Audit Of Revenue Earned By Private Operators At Chennai Port  
Trust**

**M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021.**  
**M/s.CITPL - FROM 01.04.2019 TO 31.03.2021.**

**[e-procure.gov.in](http://e-procure.gov.in)**

**[www.chennaiport.gov.in](http://www.chennaiport.gov.in)**

**e-Tender No.CHPT/CCTPL & CITPL/2020/FR**

**Volume-I Technical Bid**

**Date of Pre Bid meeting at 11.00 Hrs on 16.03.2020**  
**Due date for online submission: up to 15.00 Hrs on 31.03.2020**  
**Due date & time of Bid opening: After 15.00 Hrs on 01.04.2020**

**CHENNAI PORT TRUST**  
**e-Tender No.CHPT/CCTPL & CITPL/2020/FR**

**e-TENDER FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRM FOR RENDERING  
PROFESSIONAL SERVICES FOR CONCURRENT AUDIT OF REVENUE EARNED BY PRIVATE  
OPERATORS AT CHENNAI PORT TRUST.**

**M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021**

**M/s.CITPL - FROM 01.04.2019 TO 31.03.2021**

**TABLE OF CONTENTS**

S.NO.	DESCRIPTION		PAGENO.
1	ONLINE BID REFERENCE		3
2	NOTICE INVITING ONLINE TENDER		4-5
3	INSTRUCTIONS FOR ONLINE BID SUBMISSION		6-10
<b>VOLUME- I TECHNICAL BID (Cover- I)</b>			
4	Section-1	GENERAL INSTRUCTIONS TO APPLICANTS	11-16
5	Section-2	SCOPE OF SERVICES	17-22
6	Section-3	GENERAL TERMS AND CONDITIONS	23-26
7	Section-4	TABLE OF FORMS	27-33
<b>VOLUME- II PRICE BID (Cover – II)</b>			
8	PRICE BID		34

**CHENNAI PORT TRUST**  
**FINANCE DEPARTMENT**  
**ONLINE BID REFERENCE**  
**e-Tender No.CHPT/CCTPL & CITPL/2020/FR**

e-TENDER DOCUMENT NO.	<b>CHPT/CCTPL &amp; CITPL/2020/FR</b>
TENDER INVITED FOR	APPOINTMENT OF CHARTERED ACCOUNTANT FIRM FOR RENDERING PROFESSIONAL SERVICES FOR CONCURRENT AUDIT OF REVENUE EARNED BY PRIVATE OPERATORS AT CHENNAI PORT TRUST. <b>M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021</b> <b>M/s.CITPL - FROM 01.04.2019 TO 31.03.2021</b>
VALIDITY OF THE TENDER	90 days from the due date for submission of tender
PUBLISHING OF TENDER DOCUMENTS ON WEBSITE	<b>11.03.2020</b>
PERIOD OF DOWNLOADING BIDDING DOCUMENT	<b>11.03.2020 to 31.03.2020</b>
PRE BID MEETING	<b>16.03.2020 at 11.00 Hrs.</b>
START DATE & TIME FOR ONLINE SUBMISSION OF BID	<b>19.03.2020</b>
DUE DATE & TIME FOR ONLINE SUBMISSION OF BID	<b>31.03.2020 upto 15.00 Hrs.</b>
TIME & DATE OF OPENING OF TECHNICAL BID	<b>01.04.2020 after 15.00 Hrs.</b>
TIME & DATE OF OPENING OF PRICE BID	WILL BE INTIMATED LATER
PLACE OF OPENING OF TECHNICAL BID	CHENNAI PORT TRUST FINANCE DEPARTMENT 3rd FLOOR, CENTENARY BUILDING, NO.1, RAJAJI SALAI, CHENNAI – 600 001.
For further details please visit	<a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> <a href="http://www.chennaiport.gov.in">www.chennaiport.gov.in</a>

**CHENNAI PORT TRUST**  
**FINANCE DEPARTMENT**  
**NOTICE INVITING ONLINE TENDER**  
**e-Tender No.CHPT/CCTPL & CITPL/2020/FR**

**e-TENDER FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRM FOR RENDERING PROFESSIONAL SERVICES FOR CONCURRENT AUDIT OF REVENUE EARNED BY PRIVATE OPERATORS AT CHENNAI PORT TRUST.**

**M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021**

**M/s.CITPL - FROM 01.04.2019 TO 31.03.2021**

**1.1 Online tenders through e-procurement mode invited by Chennai Port Trust FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRM FOR RENDERING PROFESSIONAL SERVICES FOR CONCURRENT AUDIT OF REVENUE EARNED BY PRIVATE OPERATORS AT CHENNAI PORT TRUST.**

**M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021**

**M/s.CITPL - FROM 01.04.2019 TO 31.03.2021**

- 1.2 The tender document is made available through e-procurement mode and open for downloading from 11.03.2020 to 31.03.2020 upto 15.00 Hrs at Ch.P.T's official website [www.chennaiport.gov.in](http://www.chennaiport.gov.in) and also under Gol's e-procurement portal link under [www.eprocure.gov.in](http://www.eprocure.gov.in)
- 1.3 Each set of tender document consists of two volumes (Cover-I & II), Cover-I (Technical Bid) comprises all Technical & Commercial offer documents including Scope of work and Cover-II (Price Bid) comprises all the Price bid documents.
- 1.4 The complete tender document shall be submitted online as tender offer on or before the due date and time of submission.
- 1.5 The tender offer shall have to be submitted by the Bidder through e-procurement mode as explained in the tender document.
- 1.6 The offer (both Techno-Commercial & Price) must be valid for a minimum of 90 days from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.
- 1.7 a. Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Clause-5 of Section-I (General Instructions to Applicants) and bidders are advised to note the instructions detailed in tender clause.
- b. The bidder shall have valid Income-Tax PAN & GST registration and shall furnish the self-attested copy of PAN and GST Registration certificates.
- c. The bidder should submit self – declaration in the covering letter (Format-I) stating that the CA firm has not been barred/black listed/disqualified by any regulators /statutory body in India during last 5 years. In case ChPT has taken a decision earlier that the performance of the firm is not up to the mark, such firms offer will not be considered.

- d. All the documents required to meet the eligibility criteria, as per Format-II & Format-III of Section-V along with relevant documents, in the Tender Document –Technical Bid shall be uploaded through e-procurement portal after scanning in .pdf format. The bidder may submit self-attested copies of the documents and to produce the original documents for verification before issuing letter of award.
- 1.8 Chennai Port Trust does not bind itself to accept the higher or any tender and reserves the right to accept any tender in part or to reject any tender without assigning any reason thereof.
- 1.9 The prospective bidder shall submit queries, if any, through e-tendering portal addressed to the F.A.&C.A.O., Chennai Port Trust, Chennai in connection with this tender well in advance, within 7days from the date of publishing of the tender in the website, so that the queries can be clarified. The bidders' queries will be clarified through e-procurement portal and if necessary the pre-bid meeting will be held at the Office of the F.A.&C.A.O., Chennai Port Trust, 3<sup>rd</sup> Floor of Centenary building, No.1, Rajaji Salai, Chennai-600001 and notification in this regard will be issued through [www.chennaiport.gov.in](http://www.chennaiport.gov.in) / [e-procurement portal link](#).
- 1.10 The due date for online submission of offers will be **31.03.2020 upto 15.00 hrs.** unless otherwise notified. In the event of change in schedule, F.A.& C.A.O., Chennai Port Trust will notify the same only through [www.chennaiport.gov.in](http://www.chennaiport.gov.in) and e- procurement portal link.
- 1.11 If the offers are not received according to the instructions detailed here in above, they shall be liable for rejection.

**F.A. & C.A.O.  
CHENNAI PORT TRUST**

**CHENNAI PORT TRUST**

**FINANCE DEPARTMENT**

**e-Tender No.CHPT/CCTPL & CITPL/2020/FR**

**I-Special Instructions to the Bidders for the e-submission of the bids online through this eProcurement Portal.**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as:  
  
eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScrpt/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
11. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
12. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

13. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
14. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
15. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
16. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
21. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
22. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer(SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
23. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).
24. Bidder should submit the tender for providing the services as per the Scope of work and in accordance with the instructions to bidders, General Conditions of Contract.

## **II –Submission of Offer :**

**The profile and the price bid of the CA firm shall be submitted in two covers Viz. Cover-I and Cover-II**

The **cover (I)** shall contain scanned copy of the following and the conditions may be referred at clause (5) of Section-I

- i) Letter of C & AG empanelment for the current Financial year 2018-19.
- ii) The profile of the partners of the firm and their experience.
- iii) List of partners and qualified Chartered Accountants to be deployed for this assignment along with their CV.
- iv) Any documentary evidence viz., work order, Completion Certificates clearly specifying the type and year of audit to show the experience in Auditee units.
- v) Self-attested copies of Profit & Loss Accounts and Audited Annual Accounts certified by the Chartered Accountant of the firm.
- vi) Entire set of this Tender document including blank format of Price bid, duly signed and sealed by the authorized signatory in all pages, as a token of acceptance.
- vii) Covering letter, as per Format-I of Section-V, duly filled up and signed by the authorized signatory.
- viii) Organization details, as per Format-II of Section-V, duly filled up and signed by the authorized signatory.
- ix) Bid Qualification Criteria (BQC), as per Format-III of Section-V, duly filled up, signed and sealed by the authorized signatory.
- x) Self-attested copy of PAN Card and GST Registration certificate.

Note 1. If any Certificate issued by ICAI/C&AG/RBI is downloaded from website, the certificate shall be self-attested by the firm with their official seal on each page. Any mis-representation/suppression of acts shall lead to rejection of the offer. Offers received late, beyond the stipulated time will be liable for rejection.

2. There shall not be any qualification /deviation from tender conditions.

3. The cover (I) of the offer will be opened on the same day at 3.00 p.m. and representatives of the firms may participate in the opening along with an authorization letter issued by the firm. The cover (II) will be opened later after the pre-qualification of the firms who satisfy the eligibility criteria as per the invitation document.

4. The date of opening of the cover(II) will be intimated to the pre-qualified firms separately.



## **COVER (II)**

Price should be quoted in a spread sheet file (.xls format) available in e-procurement portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. Scanned copy of blank format duly signed shall be uploaded along with Technical bid.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy shall be submitted for reference purpose. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation.

Price shall be quoted only in INR.

### **III- EVALUATION PROCESS:**

- 1) A proposal shall be considered responsive if –
  - a. It is received by the Due Date and Time.
  - b. It is Digitally Signed.
  - c. It contains the information and documents as required in the Tender Document.
  - d. It contains information in formats specified in the Tender Document.
  - e. It mentions the validity period as set out in the document.
  - f. It provides the information in reasonable detail. The Port Trust reserves the right to determine whether the information has been provided in reasonable detail.
  - g. There are no significant inconsistencies between the proposal and the supporting documents.
  - h. The Technical qualification conforms to the minimum eligibility criteria specified in the tender.
  - i. A Tender that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Bidder or (2) which limits in any substantial way / inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Bidders presenting substantially responsive bids.
  - j. The Port Trust reserves the right to reject any tender which in its opinion is non- responsive. No request for alteration, modification, substitution or withdrawal shall be entertained by the Port Trust in respect of such Tenders.
  - k. The Port Trust would have the right to review the Technical Qualification and seek clarifications wherever necessary.
  
- 2) Since the tender involves selection based on pre-qualification criteria, the F.A.&C.A.O., Chennai Port Trust will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II Price Bid of such tenders only will be opened.
  - a. The date and time will be intimated to bidders whose offers are found suitable and Cover –II of such bidders will be opened on the specified date and time.

- b. The successful Bidder shall execute an undertaking (Section V) on Rs.100/- stamp paper for undertaking the services as per the scope of work and complying with the terms and conditions.
- c. The Fax / E-Mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.
- 3) The offer for the valuation of Appointment of Chartered Accountant firm for rendering professional services for compliance of Concurrent Audit at Chennai Port Trust will be considered **for award of the work to the lowest bidder.**
- 4) The decision of **ChPT** in all matters regarding award of contract will be final and binding on the applicants. No correspondence or personal enquiries shall be entertained by the **ChPT** in this regard.

**F.A. & C.A.O.**  
**CHENNAIPORTTRUST**

**CHENNAI PORT TRUST**  
**FINANCE DEPARTMENT**

**e-Tender No.CHPT/CCTPL & CITPL/2020/FR**

**SECTION – I**

**GENERAL INSTRUCTIONS TO APPLICANTS**

**1. INTRODUCTION**

Chennai Port Trust is in its 137<sup>th</sup> year of maritime service. The cargo handled during 2017-18 was 51.88 MMT comprising of 34.18 MMT of import and 17.70 MMT of export. The Operating income during the year 2017-18 was Rs.764.36 crore and the Operating surplus was Rs.229.92 crore. Profit after tax amounted to Rs.33.26 crore.

Chennai Port Trust handles 25 container vessels on an average every month through two private Terminals.

Chennai Port Trust entered into a Licensee Agreement with M/s.Chennai Container Terminal Private Limited (CCTPL) and Chennai International Terminal Private Limited (CITPL) for the Management and Operation of the Container Terminals.

a. **BRIEF DETAILS OF CCTPL:**

M/s. Chennai Container Terminal Private Ltd (CCTPL) entered into a agreement with Chennai Port Trust on 09.08.2001 to develop container terminal in accordance with the Major Port Trusts Act, 1963. During F.Y. 2017-18, the Company has achieved total No. of TEU's of 646481 TEU's against previous year 2016-17 of 646319 TEU's.

b. **BRIEF DETAILS OF CITPL:**

M/s. Chennai International Terminal Private Ltd (CITPL) entered into a agreement with Chennai Port Trust on 07.03.2007 to develop second container terminal in accordance with the Major Port Trusts Act, 1963. During F.Y. 2017-18, the Company has achieved total No. of TEU's of 901,584 TEU's against previous year 2016-17 of 844,694 TEU's.

**2. OBJECTIVES**

Objectives of the proposed engagement of professional services:

Ensure that compliance of the Licensee Agreement is adhered by the respective Private Operators on the following:-

- i) Revenue earned by the respective terminals is accounted properly/correctly.
- ii) Royalty/Revenue Share is calculated / arrived at and paid to Chennai Port Trust on the Revenue earned as per Licensee Agreement..
- iii) Ensure Non Transhipment Traffic (NTT) is complied.
- iv) Ensure all Reports as per Licensee agreement are submitted to the Port.

### **3. SCOPE OF SERVICES.**

The applicants may refer to the Scope of Services indicated in Section-II. **Apart from that, the Chartered Accountant Firm may also inspect the records / discuss, if required and ascertain the quantum of work involved before quoting their fee for undertaking the assignment.**

### **4. ESTIMATED CONCURRENT AUDIT FEE:**

The Estimated Fee is fixed at Rs.11.50 lakhs for 27 months including all local travelling and conveyance, printing and stationery, other out of pocket expenses and all taxes and duties other than applicable GST.

### **5. HARBOUR ENTRY PERMIT:**

The Harbour entry permit will be issued at free of cost to the nominated Chartered Accountants and for 2 Assistants of the firm.

### **6. MINIMUM ELIGIBILITY CRITERIA**

<b>SI.No</b>	<b>ELIGIBILITY CRITERIA</b>	<b>DOCUMENTS TO BE SUBMITTED</b>
1	The Chartered Accountant firm should be a partnership firm in continuous existence for a period of atleast 10 years, having office in India. There should be atleast 3 partners in the firm, out of whom 1 partner should have standing of more than 10 years in practice.	The firm shall furnish the profile of the partners of the firm and date of commencement / years of experience with document issued by ICAI.
2	Chartered Accountant Firm should have successfully completed the following assignment in Ports / Public Sector / PLC. In case the CA firm has experience in Public Limited Company then the Turnover of such <b>PLC</b> shall not be less than <b>Rs.200 crores</b> during that Audit period. (a). Three work orders of Revenue audit in the Container Terminals. [OR] (b). Three Financial (or) Calendar years' experience in Internal / Statutory Audit of Container Terminals.	Documentary evidence viz., work order, completion certificates specifying the type and year of audit issued by the organization to show the experience in auditing, Profit & Loss Account and Audited Annual Accounts of the clients shall also be submitted.
3	The average turnover of the bidder during the preceding three financial years ended 31.03.2019 should be atleast Rs.50 lakhs.	Self- attested copies of last 3 years Profit & Loss Account and audited Annual Accounts certified by the Chartered Accountant shall be furnished.
4	Bidder must be empanelled by C&AG for auditing PSUs.	Copy of the empanelled document from C & AG.

5	The bidder should not have been barred/black listed/disqualified by any regulators/statutory body in India during the last 5 years.	Self - declaration in firm's letter pad.
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Note:-

- Documentary evidence needs to be submitted by the CA firm for each of the eligibility criteria.
- Self-declaration needs to be signed by authorised signatory(s).
- The standard of Past Performance rendered by the Chartered Accountants during earlier years at Chennai Port Trust will be taken into account for the selection.
- If Chennai Port Trust had taken a decision earlier that the performance of that firm was not found upto the mark, bid will not be considered.
- All the documents as specified above in the Tender Document – Technical Bid shall be uploaded through e-procurement portal under technical bid link after scanning in .pdf format. The bidder shall submit Self attested copies of the documents. The bidder shall produce the original documents for verification before awarding of work. The price bids of those firms who do not meet the eligibility criteria will not be opened.

## 7. **REJECTION CRITERIA**

- a) If the bidder does not meet the Pre-qualification / eligibility Criteria.
- b) Non adherence to Technical / commercial terms and incomplete bids and bids in deviation to tender conditions will be out rightly rejected.
- c) If bids are received after scheduled date of bid submission.
- d) Any other rejection conditions stipulated in tender document.

## 8. **SUBMISSION OF OFFER**

1. The technical bid and the price bid of the Audit firm shall be submitted in two cover viz., cover (I) and cover (II) in e-mode.
2. The bidders making their presence for bid opening shall bring authorization letter from the bidder to participate in the tender opening.
3. Tender document including quoted bid price have to be submitted online only before deadline for online submission of bid. Scanned copy of blank format duly signed shall be uploaded along with Technical Bid. For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except the covering letter as stated in clause 8 shall be treated as irrelevant.

## 9. **CONTENT OF BIDDING DOCUMENTS AND PREPARATION OF BIDS**

- a) The set of bidding documents comprises the documents listed in the table below and addendum issued if any, in accordance with Clause 5:

b)

S. NO.	DESCRIPTION	
1	ONLINE BID REFERENCE	
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3	INSTRUCTIONS FOR ONLINE BID SUBMISSION	
<b>VOLUME I – TECHNICAL BID (Cover I)</b>		
4	Section -1	GENERAL INSTRUCTIONS TO APPLICANTS
5	Section -2	SCOPE OF SERVICES
6	Section -3	GENERAL TERMS AND CONDITIONS
7	Section -4	DETAILS AS PART OF SCOPE OF SERVICES INDICATED UNDER SECTION 2
8	Section-5	TABLE OF FORMS
<b>VOLUME II – PRICE BID (Cover II)</b>		
9	PRICE BID	

- i) Any indication of “Quoted price” in the technical bid, shall lead to rejection of the bid outright. Scanned copy of the blank price bid format duly signed shall be uploaded along with Technical bid. For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in hard copy but not uploaded on the e-procurement portal shall be treated as irrelevant.
- ii) The fees quoted should be inclusive of all local travelling, conveyance, printing and stationery, other out of pocket expenses and all taxes and duties excluding GST. The GST will be paid extra on submission of proper tax invoice. The Trust does not bind itself to accept claim for any other extra payment.
- iii) The Price bid shall be read in conjunction with all other sections of bidding document. The price quoted by the bidder shall be firm and fixed till complete execution of the Contract. Once the offer is accepted and Letter of award is issued to the successful bidder(s), the price shall be valid till the completion as per contract terms.

## 10. DEADLINE FOR ONLINE SUBMISSION OF BIDS

- a) The completed bid shall be submitted in the electronic form by **15.00 Hrs. on 31.03.2020** only through e-procurement portal.
- b) The ChPT may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the ChPT and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## 11. BID OPENING – Technical Bid

- a) On the due date and time as specified in Clause 11(a), the ChPT will first open Technical bids of all bids received online within the stipulated date and time in presence of the Bidders or their authorized representatives who wish to attend. In the event of specified date for bid opening declared as holiday by the ChPT, the bid will be opened at the appointed time and location on the next working day.

- b) The date and time of opening of price bid (Cover-II) shall be intimated to the qualified bidders based on the evaluation of the technical bid. The price bid (Cover-II) of such eligible bidders shall be opened on the specified date and time in the presence of the qualified bidders or their authorized representatives.

## **12. SCRUTINY AND EVALUATION OF THE TENDERS**

- a) In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether all documents as specified in the tender have been submitted. The bidder who has not submitted the documents as per tender shall not be considered.
- b) Thereafter, the technical bid will be scrutinized to ascertain whether the Bidder fulfils the requirements as stipulated in the Minimum Eligibility Criteria as per Clause 5. The bidder, who do not fulfill the Minimum Eligibility Criteria shall not be considered for further evaluation.
- c) After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Trust in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.
- d) To assess the scrutiny, evaluation and comparison of tenders, the ChPT may ask Bidder individually for clarifications. Request for clarification and response thereto, shall be in writing or through e mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

## **13. EVALUATION OF PRICE BID**

ChPT will evaluate and compare only those bids, which are technically qualified. The rates quoted by the Bidder shall be considered for the purpose of evaluation and comparison.

## **14. PROCESS TO BE CONFIDENTIAL**

Information related to the examination, clarification, evaluation and comparison of Bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence ChPT's processing of Bid or award decisions may result in rejection of such Bidder's offer.

## **15. ChPT's RIGHT TO ACCEPT OR REJECT A BID**

ChPT reserves the right to accept or reject or prefer any Bid in whole or part, to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by ChPT shall bear no liability whatsoever consequent upon such decisions. ChPT also reserves to itself the right to accept any bid in part or split the order between two or more bidders without assigning any reason thereof. The decision of ChPT in the matter will be final and binding on all the parties.

## **16. AWARD OF CONTRACT**

The successful Bidder whose Bid is accepted by ChPT shall be intimated through Letter of Award.

## **17. CONTACT DETAILS / ADDRESS**

For any clarifications the firm may contact the following officer:

Dy.Chief Accounts Officer (Revenue),

Finance Department

Chennai Port Trust

Rajaji salai, Chennai 600001

Tel No. 044-2531 2378.



**SECTION - II**  
**SCOPE OF SERVICES**

**A. SCOPE IN GENERAL**

- a. To ensure that there is proper and accurate record/data/systems and procedures/accounts relating to operations of the Project Facilities and Services and the revenue earned there from are maintained by (i) M/s.CCTPL and (ii) M/s. CITPL and issue a certificate after completion of Audit on a monthly basis.
- b. To ensure that the rates mentioned in the schedule of rates are collected by M/s CCTPL & M/s. CITPL. If other charges are collected, whether the same has been taken into account for calculation of Royalty/Revenue Share. In respect of charges levied at a lesser rate than the approved rates, to ensure that the difference in charges should have been included in gross earnings for the purpose of Royalty/Revenue Share payable. Where the rates charged is higher than the TAMP approved rate this should be highlighted.
- c. To carry out concurrent audit in verifying the correctness of the Revenue earned by M/s CCTPL and M/s. CITPL and the corresponding Royalty/Revenue Share paid by the firm to ChPT and to issue a certificate of the correctness of the revenue earned and royalty/revenue share paid to ChPT on monthly basis and also Financial year basis.
- d. To verify and to ensure compliance with Agreement Conditions relating to Non-Transshipment traffic and quantify the shortfall, if any, on monthly basis and track investment made by M/s. CCTPL & M/s. CITPL till date with details of such investment.

**B. SCOPE IN DETAIL**

**I – PRIVATE OPERATOR – I – CCTPL**

- A. The main clauses of the Agreement relevant to this job in respect of M/s. CCTPL are as follows:
  - i. Article II- License and Licensor's Assets (copy enclosed) states the Licensee's obligations under the license.
  - ii. Article III states the Project Requirements, Rights and Obligations (copy enclosed).
  - iii. Article IV and V deals with the Tariff payments to be made by the Licensee (copy enclosed).

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

*As per Article 3.08 ( A )(g)*

- (i) The licensee shall ensure proper and accurate record/data/accounts relating to operations of the Project Facilities there from by M/s CCTPL.
  - (ii) Ensure production of necessary books and accounts, connected vouchers and other documents for scrutiny and verification by the licensor with respect to earnings of the licensee in order to comply with accurate royalty payment.
- C. As per Clauses stated below the licensee is under obligation to pay the royalty as and when the same becomes due and payable.

- (i) As per article V, Clause 5.02(a)- M/s CCTPL have to make royalty payments to the licensor, at 37.128% of the gross revenue earned from operation, storage or in any other form recovered / charged from users. Any discounting or rebating in tariff shall not affect the amount of royalty payable by the licensee which shall be calculated on the basis of the amount fixed by the TAMP or the actual tariff recovered/ charged for the actual throughput whichever is higher whether or not licensee is able to recover it or not.
- (ii) As per Clause 2.01(a) (g) – the Licensee agrees not to assign, hypothecate, sub-license, mortgage or create any third party right, title or interest of any nature in the Licensor's Assets.
- (iii) As per Clause 3.09 (a) – the Licensee has an obligation to develop Chennai as Hub Port and ensure that within 3 years from the date of commercial operation, Main Line Vessels also call on Port. It shall be condition of the License that the following minimum throughput shall be contributed by the Non-Transshipment Traffic(NTT) i.e., containers not transshipped in the neighboring ports of Colombo, Singapore, Port Klang, Dubai and Salalah. Failure on the part of the Licensee to bring in the following percentage of NTT consecutively for a period of 3 years shall attract termination as per Article 10.01(a)(vii)(m)
  - 20% of Total Traffic in the 3<sup>rd</sup> year.
  - 25% of Total Traffic in the 4<sup>th</sup> year.
  - 30% of Total Traffic from the 5th year onwards.

D. As per Clauses 3.08 A Obligations of the licensee

viii. **Reports**

The Licensee shall provide to the Licensor Monthly/quarterly reports on cargo traffic, unit gross output/ discharge rates at berth, daily output rates, berth time per vessel and effective working time to waiting within fifteen Days following the end of each Month/quarter, and any other information relating to operations which the Licensor may reasonably require.

## II – PRIVATE OPERATOR – II – CITPL

A. The main clauses of the Agreement relevant to this job in respect of M/s. CITPL are as follows:

- (1) Article 2 & 6- License and Licensor's Assets (copy enclosed) states the Licensee's obligations under the license.
- (2) Article 7 states the Project Requirements, Rights and Obligations (copy enclosed).
- (3) Article 9 - Operations & Maintenance (copy enclosed) states the Minimum guaranteed traffic
- (4) Article 12 & 13 deals with the Tariff & payments to be made by the Licensee (copy enclosed).

B. The Main Financial Obligations of the Licensee M/s CITPL are as follows:

- (1) *As per Article 11*
  - (a) The licensee shall ensure proper and accurate record/data/accounts relating to operations of the Project Facilities there from by M/s CITPL.
  - (b) Ensure production of necessary books and accounts, connected vouchers and other documents for scrutiny and verification by the licensor with respect to earnings of the licensee in order to comply with accurate Revenue Share payment.

- (2) As per Article 13 – the licensee is under obligation to pay the Revenue Share as and when the same becomes due and payable. M/s CITPL have to make Revenue Share payments to the licensor, at 45.801% of the gross revenue earned from operation, storage or in any other form recovered / charged from users. Any discounting or rebating in tariff shall not affect the amount of royalty payable by the licensee which shall be calculated on the basis of the amount fixed by the TAMP or the actual tariff recovered/ charged for the actual throughput whichever is higher whether or not licensee is able to recover it or not.
- (3) As per Article 14 – the Licensee agrees not to assign, hypothecate, sub-license, mortgage or create any third party right, title or interest of any nature in the Licensor's Assets.
- (4) As per Article 9.8, 9.9 and 9.10 – Mainline Vessels
- (5) Appendix 13 – This stipulates the investment plan to be achieved by the Licensee on or before 6<sup>th</sup> operating year.
- (6) Appendix 27- This indicates the annual minimum guaranteed traffic to be handled by the Licensee during the operating year.

C. As per Clauses stated below the licensee (M/s.CITPL) is under obligation to Submission of Reports to Chennai Port Trust

As per Article 11. Monitoring and Information – Reporting Requirements.

- 11.1 The Licensee shall at its cost, charges and expenses submit the following monthly/quarterly/yearly reports to the Licensor:
- i) Not later than the Due Date, submit statistical reports and information about number of containers and quantum of cargo traffic, gross output rates per ship per hour at berth, daily output rates per vessel at berth, effective working time to berth time and any other information which the Licensor may reasonably require of the preceding month for monitoring performance and Licensee's performance and obligations under this Agreement.
  - ii) By Due Date, a report duly certified by the Company Secretary stating the total number of TEUs handled by the Licensee at the Project Facilities and Services during the previous month.
  - iii) On or before the Due Date commencing from the month following the Date of Commercial Operation, the Licensee shall submit to Licensor for previous calendar month the Statement of Gross Revenue duly certified by Company Secretary, on the basis of which the Licensee has to make the payment of Revenue Share to Licensor every month.
  - iv) The Licensee shall submit to the Licensor its obligations to the Lenders immediately on execution of the Financing Documents with Lenders duly certified by its Statutory Auditors. Thereafter, the licensee shall submit by 15th day of each quarter a report duly certified by the Statutory Auditor indicating outstanding dues and amount paid by the Licensee to Lenders in that quarter. The Licensee shall also submit to Licensor by 15th April every year a certificate from the Lenders conforming that the Licensee has

met all its obligations for the previous Year.

- v) Within 15 days of the end of each Year provide a Statement of Gross Revenue for the previous Year duly certified by the Statutory Auditors.
- vi) Other operating statistics (such as container traffic, tariffs charged, turnaround time etc.) as required by the Licensor, TAMP, Competent
- vii) Bi-annual reports on its compliance by the Licensee of its operation and maintenance plan, and equipment replacement plan duly certified by the Statutory Auditors.
- viii) Six monthly reports on the third parties operating in the Project including the sub-contractors, sub-lessees and users with long term contracts.
- ix) Vessel movement reports as may be directed by the Licensor.
- x) Monthly information on traffic performance statistics of the Project Facility from time to time as may be required by the Licensor in the formats specified.
- xi) Reports on various indicators of performance measurement as specified in this Agreement duly certified by the Statutory Auditors.
- xii) Quarterly financial accounts duly certified by the Company Secretary.
- xiii) Annual and monthly traffic projections to the Licensor at the start of each year. The Licensee shall also submit monthly and annual traffic reports and annual variance of actual traffic against annual projections.
- xiv) Statutory Auditor's certificate that the Licensee has in place appropriate systems and procedures which are being followed for accounting revenues and these are not prejudicial to the interests of the Licensor under this Agreement
- xv) Annual maintenance program
- xvi) Monthly data vessel-wise, destination-wise transshipment/non-transshipment cargo/containers, i.e. the cargo handled by Main Line Vessels as set forth in Article 9.8.

Article 9.8

**Main Line Vessels**

9.8 The Licensee shall ensure that the Main Line Vessels account for the following proportion of the Total Traffic.

Operating Year	Proportion of Total Traffic on Main Line Vessels
3 <sup>rd</sup>	10 %
4 <sup>th</sup>	15 %
5 <sup>th</sup> and thereafter	30 %

- xvii) A certificate by a practicing Company Secretary of the Licensee's compliance with the provisions of Article 9.6 and Article 9.7.

Article 9.6 and Article 9.7

Article 9.6: Any subsequent change in the Articles of Association or the Memorandum of Association which alter the provisions required by this Article shall require the prior approval of the Licensor and the Articles of Association and Memorandum of Association of the Licensee shall include a specific provision to this effect.

#### **Corporate Structure**

Article 9.7: The Corporate Structure and constitution as proposed by the Licensee are enclosed in Appendix 25 Any change to the Corporate Structure or constitution during duration of the Licence shall be done only with prior written approval of Licensor.

#### **11.6 Provision of Accounts**

The Licensee shall deliver to the Licensor as soon as they are available but not later than three months after the end of every financial year, copies of the annual report, audited profit and loss account, balance sheet and cash flow statement of the Licensee (and (if applicable) for any subsidiary of the Licensee) for that financial year, together with copies of Director' s and Auditor' s reports.

### **III – S.O.P. for CONDUCTING CONCURRENT AUDIT AND SALIENT FEATURES OF THE REPORT**

1. No. of Container ships arrived and sailed from Chennai Port Trust which was handled by the Private Terminal operators during each month to be verified.
2. No of Container Boxes handled by Private Terminal Operators in the month.
3. List of Port Users who handled at the Private Terminal Operator Containers.
4. Invoices raised by the Private Terminal operators against the Port Users to be checked.
5. To check whether the rates in invoices are as per TAMP approved Tariff rates.
6. Even if Private Terminal operators have charged other than the TAMP rates from the Port Users, the Private Terminal operators should pay royalty/revenue share as per the rates of TAMP to Chennai Port Trust and this aspect should be highlighted in the report.
7. To verify the Terminals Invoices and GST data returns/remittance made to concerned tax authorities are tallying with that of the Invoices raised by Private operators.
8. Date of visit by the Concurrent Auditors at the Private operators premises for Audit.
9. An Executive Summary of the Concurrent Audit on the methodology, document verified and findings should be submitted apart from a detailed report.
10. Any Schedules/Annexure to the Report which contains voluminous data, may be produced in CD's.
11. Certificate/report with necessary supporting documents to be furnished in case of shortfall of Royalty/Revenue share paid by Private operators and to enable the amount of claim to be preferred by ChPT.
12. As per the Scope of work the concurrent audit has to be completed in all respects and monthly certificate, quarterly/annual reports to be submitted. The report shall contain all the above aspects moreover the certificate to the effect as it is given in Statutory Audit report.

13. The Concurrent Audit Report should be submitted to FA & CAO.

**IV – Other related works**

- a. To discuss, deliberate and explain to officials of Ch.P.T on any issue or doubts relating to Concurrent Audit of the Private Operators.
- b. To reply to any query with regard to Concurrent Audit.

## SECTION - III

### GENERAL TERMS & CONDITIONS

#### 1. MANPOWER REQUIREMENT

The Team should be headed by a partner who shall be a Chartered Accountant with office in Chennai and the team may comprise of atleast 2 staff apart from the Chartered Accountant.

#### 2. NOMINATION OF A PARTNER

The Chartered Accountant firm shall nominate a partner exclusively to deal with this assignment and co-ordinate with Chennai Port Trust at all times. The partner shall be in a position to visit the Port at any time on any number of occasions for the purpose of carrying out the 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 Concurrent Audit related issues 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.

#### 3. DURATION OF SERVICE

The Chartered Accountant is expected to provide professional services for concurrent audit of the private operators for the specified Audit period. The duration of service will be for a period of 2 years with effect from the date of placement of order. The Port reserves the right to extend the Audit period by one more year based on the performance at the same fees quoted and on the same Terms and Conditions. .

#### 4. UNDERTAKING

The Chartered Accountant firm who is appointed for rendering professional services has to execute an undertaking on a Rs.100/- stamp paper for undertaking the assignment as per the scope of work and complying with the terms and conditions.

#### 5. TERMS OF PAYMENT

- i) The fees shall be quoted for M/s.CCTPL for the Audit period of 27 months (Jan 2019 to Mar 2021) and for M/s. CITPL for the Audit period of 24 months (Apr 2019 to Mar 2021) and no escalation of fees is allowed.
- ii) The payment will be made on quarterly basis after completion of audit / submission of report for each quarter. The tax invoice for the fee shall be raised as per GST provision and the payment shall be made after deducting applicable TDS and other recoveries.

(iii)The payment for the final quarter of the financial year will be subject to submission of final report consolidating all the quarterly reports and covering the entire scope for every financial year.

## **6. TAXES AND DUTIES**

The fees quoted should be inclusive of all local travelling, conveyance, printing and stationery, other out of pocket expenses and all taxes and duties except GST. The GST will be paid extra on submission of proper tax invoice as per GST Laws / Rules in the name of Chennai Port Trust by mentioning the GSTIN of Ch.P.T and indicating amounts of GST separately. The GSTIN of Chennai Port Trust is **33AAALC0025B1Z9**. The Trust does not bind itself to accept claim for any other extra payment.

The firm shall remit the GST amount in the invoice to the Government within the due dates and also file the returns by mentioning the GSTIN of ChPT to enable ChPT to avail applicable Input Tax Credit. The firm shall indemnify Chennai Port Trust from any loss of eligible ITC of GST paid by it to the firm based on their tax invoice, due to non-payment of GST or non-filing of GST returns by the firm or noncompliance of GST Laws/provisions. ChPT also reserves its right to deduct such GST amount with interest and penalties from the subsequent bills or any amount due to the firm by ChPT". Applicable statutory recoveries including TDS under Income Tax, TDS under GST, etc., will be deducted / recovered while making payments as per the applicable laws.

## **7. OTHER OFFICE ARRANGEMENTS**

The Chartered Accountant firm shall make their own arrangements for office stationery and other office equipment facilities for the Audit purpose at CCTPL & CITPL premises.

## **8. REPORTING PATTERN**

- i) Monthly certification of correctness of Royalty/Revenue share paid by the terminals to ChPT and submission of all reports as per Licensee Agreement.
- ii) The report has to be submitted on a quarterly basis separately for CCTPL & CITPL within 30 days of the end of the quarter.
- iii) Consolidating the quarterly report an Annual Report for each Financial year should be submitted within 60 days of the end of the Financial year.
- iv) The report should fulfill all criteria as per SOP under clause III of Scope of Services mentioned in the Tender document.
- v) All correspondence relating to Concurrent Audit shall be addressed to FA & CAO.
- vi) The Concurrent Auditor may submit the Audit Report (Hard and Soft Copy) separately for CCTPL & CITPL to FA & CAO.
- vii) Port reserves the right to change the format of the report at any point of time. Any change suggested by the Port shall be brought out in the subsequent reports.



## **9. NON COMPLIANCE OF TENDER CONDITIONS ETC.,**

The Chartered Accountant firm shall indemnify the Port against non fulfillment of obligations and any non-response/default w.r.t. compliance of the Tender conditions, inter alia, resulting in any loss to Chennai Port Trust with regard to Royalty/Revenue share payable by the Private Terminal operators.

## **10. FORECLOSURE OF THE CONTRACT**

Chennai Port Trust reserves the right to foreclose the contract by giving One month notice in advance. The fees shall be payable upto the period of service and no compensation under any circumstances is payable on account of foreclosure.

## **11 TERMINATION OF THE CONTRACT**

The contract is liable for termination for any deficiency in any service by giving One month notice. No compensation is payable under any circumstances on account of such termination. The fees shall be payable only upto the period of serving the notice of termination. The decision of Chennai Port Trust in this regard is final and binding.

## **12.FORCE MAJEURE**

If at any time, during the tendering process or during the continuance of this contract, the performance in whole or in part by the firm of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by the ChPT to the firm within three days from the date of occurrence thereof, ChPT shall by reason of such event, be entitled to terminate this contract have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the ChPT as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, ChPT may at its option terminate the contract by giving notice to the firm.

## **13. ARBITRATION**

Any dispute or difference whatsoever arising between the Parties out of or in relation to the construction, interpretation, application, meaning, scope, operation, performance or effect of this tender/ contract or the validity or breach thereof, there shall first be an attempt to mutually settle the same amicably. If, however, the said settlement is not possible within a period of 30 days from the date of notice then such dispute shall thereafter be referred to a Sole Arbitrator, to be appointed/ nominated by the ChPT.

The venue of the said Arbitration shall be at Chennai.

The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the said proceedings. The Award of the Arbitrator shall be final and binding upon both the parties.

**14. JURISDICTION**

All matters connected with this Tender/ contract shall be governed by the Indian Law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdictions of Indian Courts at Chennai.

**15. DEFINITIONS/INTERPRETATIONS**

- A. The terms “ChPT” or “Port” or “Port Trust” or “Employer” wherever used shall mean “Chennai Port Trust”.
- B. The term “TENDERER” or “BIDDER” shall mean and include the firm which is submitting its tender.

**CHENNAI PORT TRUST  
FINANCE DEPARTMENT**

**e-Tender “APPOINTMENT OF CHARTERED ACCOUNTANT FIRM FOR RENDERING PROFESSIONAL SERVICES FOR CONCURRENT AUDIT OF REVENUE EARNED BY PRIVATE OPERATORS AT CHENNAI PORT TRUST.**

**M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021**

**M/s.CITPL - FROM 01.04.2019 TO 31.03.2021**

**THROUGH E- PROCUREMENT ON WEB SITE e-Tender No.CHPT/CCTPL & CITPL/2020/FR**

**SECTION - IV**

**TABLE OF FORMS**

Sl. No.	Description
	<b>FORMS</b>
	<b>Volume I – TECHNICAL BID (Cover I)</b>
I	Letter of submission -Covering letter
II	Organization particulars
III	Bid qualification criteria and other details (BQC)
IV	Form of undertaking
	<b>VOLUME II – PRICE BID (Cover II)</b>
V	PRICE BID

**FORMAT - I**

**LETTER OF SUBMISSION – COVERING LETTER  
(ON THE LETTER HEAD OF THE BIDDER)**

To

The Financial Adviser & Chief Accounts Officer,  
Chennai Port Trust,  
No.1, Rajaji Salai,  
3<sup>rd</sup> floor, Centenary Building,  
Chennai – 600 001  
Tamil Nadu State

Sir,

Sub: e-Tender for appointment of Chartered Accountant Firm for rendering professional services for compliance of CONCURRENT AUDIT OF REVENUE EARNED BY PRIVATE OPERATORS AT CHENNAI PORT TRUST. M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021 M/s.CITPL - FROM 01.04.2019 TO 31.03.2021.

**Ref: e-Tender No.CHPT/CCTPL & CITPL/2020/FR**

\*\*\*\*

Being duly authorized to entrust with the work of Concurrent Audit. I/we ..... (hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the assignment referred above.

We are submitting the Bid enclosing all formats with the details as per the requirements of the Bid Document, for your evaluation.

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Amendment/ Addendum to the Bidding Documents, if any, for subject Tender.

We understand that any deviation/exception in any form may result in rejection of Bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the Bid and we agree that if any deviation/exception is mentioned or noticed, our Bid may be rejected.

We hereby further confirm that any deviation/exception with reference to instructions and terms and conditions if mentioned in our Bid, shall not be recognized and shall be treated as null and void.

We hereby declare that we have not been barred /black listed /disqualified by any regulators/ statutory body in India during the last 5 years.

Signature of the bidder : \_\_\_\_\_

or Authorised Signatory : \_\_\_\_\_

Name of the bidder : \_\_\_\_\_

Company Seal : \_\_\_\_\_

**FORMAT-II**  
**ORGANIZATION PARTICULARS**

1	Name of the Firm	
2	Complete Postal Address:	
3	<b>Contact Information</b> Office Phone No: Residence Phone No: Mobile No: Fax No: E-mail ID: Name & Designation of Contract Persons.	
4	Status of the Firm: (Please tick appropriate box)	<input type="checkbox"/> Company <input type="checkbox"/> Partnership
5	Year of Establishment	
6	Nature of Business	
7	Name of the Partners / Directors with Professional qualifications if any):	
8	<b>Registration Details</b> (attach proof) Company / Firm Registration No. & Date Income Tax PAN: GST Registration No. Others, if any:	

9	<p><b><u>Bank Account Particulars:</u></b></p> <p>Name of the A/c holder:</p> <p>Bank Account No:</p> <p>Account type (SB/ CA) :</p> <p>Name of the Bank:</p> <p>Branch &amp; Address:</p> <p>Branch contact phone Nos:</p> <p>11 digit IFS code:</p>	
<p>I / we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details.</p> <p>Name, seal &amp; signature of the Authorised signatory:</p>		

**Format- III**

**BID QUALIFICATION CRITERIA AND OTHER DETAILS (BQC)**

1	ENTITY DETAILS					
	Name of the Firm					
	PAN.					
	GST No.					
	Address:					
2	Year of establishment					
3	Details of 3 entities for which audit have been carried out during the last 7 years					
(i)	Sl. No	Firm Name	Year of Auditing	Annual turn over of the firm	Work order reference no	Date of completion of audit (Completion Certificate/ copy of TDS certificate for the payment to be enclosed)
	1					
	2					
	3					
(ii)	Sl. No	Name of the Port	Year of Auditing	Nature of Audit	Work order reference no	Completion certificate
	1					
	2					
4	a. Details of empanelment with C&AG					
	b. Year :					

5	Experience of the partners:		
	Sl.No.	Name of the partner	No. of years of experience

NOTES:

1. The details of documentary evidence with reference to the above mentioned BQC clauses shall be submitted along with bid.
2. Bidders need to submit necessary qualifying documents against each of the above mentioned BQC clauses without fail along with the Bid.
3. The credentials/documentary proof submitted by Bidder should clearly establish Bidder's qualification as per the BQC clauses mentioned above.

SIGNATURE: \_\_\_\_\_

NAME OF PARTNER: \_\_\_\_\_

SEAL: \_\_\_\_\_



**Format IV**

**FORM OF UNDERTAKING**

WE ----- HEREBY undertake to execute and complete the assignment of **CONCURRENT AUDIT OF REVENUE EARNED BY PRIVATE OPERATORS AT CHENNAI PORT TRUST.** M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021 M/s.CITPL - FROM 01.04.2019 TO 31.03.2021”

as per Section – II “Scope of Services, Section –III “General Terms and Conditions” as per your Order No: **e-Tender No.CHPT/CCTPL & CITPL/2020/FR** dt : \_\_\_\_\_

IT IS HEREBY stated that Shri. \_\_\_\_\_ (or) in his absence, Shri. \_\_\_\_\_ is nominated as the Authorized representative to sign (i) Reports, (ii) Bills, (iii) Receipts for payments, etc.,

Place :

SIGNATURE

Dated :

**CHENNAI PORT TRUST  
FINANCE DEPARTMENT**

**VOLUME-II [PRICE BID]**

**e-TENDER “FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRM FOR RENDERING PROFESSIONAL SERVICES FOR CONCURRENT AUDIT OF REVENUE EARNED BY PRIVATE OPERATORS AT CHENNAI PORT TRUST. M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021 M/s.CITPL - FROM 01.04.2019 TO 31.03.2021”**

Sl. No	Description	Total Amount for 27 months (Lump sum) INR.
1	<b><u>RENDERING PROFESSIONAL SERVICES FOR CONCURRENT AUDIT OF THE REVENUE EARNED BY PRIVATE OPERATORS AT CHENNAI PORT TRUST</u></b> <b><u>M/s.CCTPL - FROM 01.01.2019 TO 31.03.2021</u></b> <b><u>M/s.CITPL - FROM 01.04.2019 TO 31.03.2021</u></b>	
TOTAL		
Rupees .....(In words)		

Note:

1. Payment to be made as per conditions of the Tender document.
2. The fees quoted should be exclusive of all applicable taxes. The GST will be paid extra on submission of proper tax invoice.
3. \* The above fees would include all local travelling, conveyance, printing and stationery, other out of pocket expenses and all taxes and duties excluding GST.
4. The Trust does not bind itself to accept claim for any other extra payment.
5. The financial evaluation of the price will be based on the Base price excluding GST.

\*\*\*\*\*