



KamarajarPort Limited

(Erstwhile Ennore Port Limited)

CIN No. : U45203TN1999GOI043322

Registered office

JAWAHAR BUILDING, 2nd floor, (north wing) & 3rd floor,

No. 17, RAJAJI SALAI, Chennai : 600 001

**Appointment of Audit firm for conducting Internal Audit at
Kamarajar Port Ltd for the year 2020-21&2021-22**

Tender No. : KPL/F&A/IA/2020

Date :04/May/2020

INDEX

1. Introduction
2. Business Model
3. Scope of Internal Audit
4. Eligibility Criteria
5. Deliverables
6. Audit Team & Schedule
7. Pre-Bid meeting
8. Evaluation of Tender
9. Payment Terms
10. Paying Authority
11. Tender document and Fee
12. Earnest Money Deposit
13. Security Deposit
14. Period of Audit
15. Clarifications and Amendment to Tender Document
16. Submission of Offer
17. Formation of Bids
18. Dispute Resolution
19. Jurisdiction
20. Notice
21. Cancellation of Tender Process
22. Confidentiality
23. Preliminary Scrutiny
24. No commitment to accept lowest of any offer/bid
25. Signing of the bid
26. Adherence to Terms and Conditions
27. Execution of Contract agreement & Confidentiality agreement
28. Other Terms and Conditions
29. Professionalism, Ethics and Code of conduct
30. Adherence to Standards
31. Expenses
32. Single Point Contact
33. Force majeure
34. Authorised Signatory
35. Indemnity
36. Erasers or Alterations

37. Right to Reject Bids

- 38. Assignment
- 39. Price Bid Format
- 40. Model Contract Agreement – Annexure - 1
- 42. Confidentiality agreement -Annexure -2

Bid Details – Control Sheet Table	
Date of NIT publication	06 May 2020
Tender document can be downloaded on	06 May 2020
Queries, if any, to be communicated by email	vemanna@kplmail.in , accounts@kplmail.in ,
Pre-bid meeting	19 May 2020 at 3.00 am at Registered Office of Kamarajar Port Limited at Registered office JAWAHAR BUILDING, 2nd floor, (north wing) & 3rd floor, No. 17, RAJAJI SALAI, Chennai : 600 001 (Clarification/amendments to Pre-bid queries will be uploaded in the Company's website)
Last date, time & Venue for submission of Bid Documents	---26 May 2020 at 3.00 PM at above office
Date and Time of Technical Bid Opening	Technical Bid -27 May 2020 at 3.30 PM
Date and Time of Financial Bid Opening	Date of Financial Bid opening will be confirmed and intimated to the bidder/s qualifying in Technical Bid.
Place of opening of Bids	Kamarajar Port Limited (erstwhile Ennore Port Limited) Registered office 2 nd floor, (north wing) & 3 rd floor, JAWAHAR BUILDING, No. 17, RAJAJI SALAI, Chennai : 600 001
Address for communication	Chief Manager (Finance) Kamarajar Port Limited (erstwhile Ennore Port Limited) Registered office JAWAHAR BUILDING, 2 nd floor, (north wing) & 3 rd floor, No. 17, RAJAJI SALAI, Chennai : 600 001
Cost of Tender document	There is NO Fee for the Tender Document.
Estimated cost for Internal audit assignment	Rs. 18 lakhs/- plus GST
EMD amount	Rs.36000/- (Rupees Thirty Six thousands only) as Demand draft

KAMARAJAR PORT LIMITED
NOTICE INVITING ONLINE TENDER

TENDER FOR “APPOINTMENT OF INTERNAL AUDITOR”

Online tenders through e-procurement mode are invited by Kamarajar Port Limited (KPL) from reputed Audit firms to carry out Internal Audit for the FY 2020-21& 2021-22 by eligible Chartered Accountant / Cost Accountant firms.

Online tenders through **e-procurement mode** are invited by Kamarajar Port Limited (KPL) from reputed Audit firms for executing the work Internal Audit of Kamarajar Port Limited for the Financial year 2020-21& 2021-22 under two cover systems. The estimated cost of works put to tender is **Rs.18 lakhs/- (Rupees Eighteen Lakhs only)**.

- The tender document through e-procurement mode can be downloaded from KPL official website and through e-procurement portal link from the date indicated in Online Bid reference.
- One set of tender document consists of two volumes (Volumes-I & II). Volume-I (Technical Bid) and Volume-II (Financial Bid) comprises of Price bid documents.
- The complete tender document including annexure can be downloaded from KPL website: www.ennoreport.gov.in and e-procurement portal link and submit as tender offer on or before the due date and time of submission.
- 1.5 The offer (both Technical& Price) must be valid for a minimum of **120 days** from the last date of online submission of offer; otherwise the offer shall be rejected as non-responsive.

- The due date and time of online submission of offers will be as indicated in the Online Bid Reference, unless otherwise notified. In the event of changes in the schedules, the Chief Manager (Finance), Kamarajar Port Limited notifies the same only through www.ennoreport.gov.in and e-procurement portal link.
- If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

For Kamarajar Port Limited

General Manager (Finance)

INSTRUCTIONS FOR ONLINE BID SUBMISSION

Bidders to follow the procedure to submit the bids online through the e-Procurement portal <http://eprocure.gov.in> under.

The bidder shall **obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS / nCode/ eMudhra to get access for Online Bid Submission through the e - Procurement site <https://eprocure.gov.in>**

- (i) Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
- (ii) Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- (iii) Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- (iv) Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e token.
- (v) Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- (vi) Bidder should read the Tender schedules carefully and submit the documents as per the Tender.
- (vii) If there are any clarifications, the same may be clarified as per the tender conditions.
- (viii) Bidder should take into account the corrigenda, if any published before submitting the bids online.
- (ix) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there are more than one document, they can be clubbed together.
- (x) Bidder selects the tender which he is interested using search option & then moves it to my favorite folder.

- (xi) From the folder, appropriate tender can be selected and all the details can be viewed.
- (xii) The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
- (xiii) The Bidder has to select the payment option as offline to pay the EMD and tender document cost as applicable.
- (xiv) The details of the DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- (xv) The bidder has to enter the password of the DSC / e-token and the required bid documents have to be uploaded one by one as indicated.
- (xvi) The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
- (xvii) The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- (xviii) The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
- (xix) The bid summary will act as a proof of bid submission for the subject tender and will also act as an entry point to participate in the bid opening date.
- (xx) For any clarifications regarding the Tender, the bid number can be used as a reference.
- (xxi) Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.

- (xxii) Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.
- (xxiii) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- (xxiv) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- (xxv) The confidentiality of the bids would be maintained. Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- (xxvi) Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- (xxvii) For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-233-7315 well in advance.
- (xxviii) Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained.
- (xxix) Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- (xxx) Tenderer should submit the tender as per specification of work and in accordance with the instructions to bidders, General Conditions of Contract and Special Conditions of Contract.

COVER - I TECHNICAL COVER

1. INTRODUCTION

Kamarajar Port Limited (erstwhile Ennore Port Limited) was developed during 1996 - 2001 from a green field situation in the East Coast of India at a distance of about 30km to the north of Chennai Port. The Port was declared as a Major Port under the Indian Ports Act, 1908 in March 1999 and incorporated as a company (Kamarajar Port Limited) under the Companies Act, 1956 in October, 1999. Currently Kamarajar Port Limited is the only Corporatized Major Port, subsidiary unit of Chennai Port Trust

2. BUSINESS MODEL

Kamarajar Port Limited is a subsidiary unit of Chennai Port Trust. Kamarajar Port functions on the "Landlord Port Model" basis whereby the port manages the basic port assets by leasing land and basic infrastructure to port operators. Operating functions such as planning, safety, pilotage, mooring, navigation and overall coordination are done by the Port. The Port provides the basic infrastructure facilities like construction of breakwaters, deepening and maintenance of port channels, dredged basin / channel, road and rail infrastructure for connectivity to hinterland, aids to navigation, firefighting facilities, utilities, water and power supply and manage the resources apart from regulatory functions and overall Port planning & development.

During the phase II development (2005 -2010), a Marine Liquid Terminal of 3 MTPA capacity to handle POL products, LPG, CBFS, Chemicals, etc., a common user Coal Terminal of 8 MMTPA and Iron Ore Terminal of 6 MMTPA capacity are developed through PPP-BOT model. KPL developed its own General Cargo-cum-Ro-Ro Terminal for handling of automobiles, project cargo, etc. At present it has 6 berths with total capacity of 30 MTPA to handle various types of cargo. Two berths are dedicated to handle coal of Tamil Nadu Electricity Board (TNEB).

During the phase III development (2012 -2017), the Port has commissioned 1.4 TEU Container Terminal to M/s. Adani, 2 MT Multi Cargo Terminal to M/s. Chettinad Builders Private Ltd and 2 more Coal Berths to TANGEDCO and completed associated Capital Dredging, Road and Rail Connectivity Projects.

3. SCOPE OF INTERNAL AUDIT :

The scope of internal Audit encompasses the independent examination and evaluation of the adequacy and effectiveness of the organization's system of internal control and Internal checks. It covers the following Audit areas inter alia the Accounting Standards prescribed by the statute.

I. Quarterly Reporting to Management

- Conduct the audit with the objective of expressing opinion under Section 143(3)(i) of the Companies Act, 2013 ("2013 Act") on the adequacy of the internal financial controls system over financial reporting and the operating effectiveness of such controls as at March 31, of relevant years based on the internal control criteria.
- Conduct our audit of the internal financial controls over financial reporting in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting ("the Guidance Note") and the Standards on Auditing issued by the Institute of Chartered Accountants of India (ICAI) and deemed to be prescribed by the Central Government in accordance with Section 143(10) of the 2013 Act, to the extent applicable to an audit of internal financial controls over financial reporting.
- Review the existing policies and procedures and comment on adequacy Internal check and internal control of the systems, procedures, practices etc ., Suggest for improvisation of the Internal control and Internal check process
- Reviewing the means of safeguarding assets and, as appropriate, verifying the existence of such assets annually before the closure of books.
- Review individual transactions to ensure compliance with laid down policies and procedure of the organization, key local laws and legislations like GST, Income tax, and other Tax laws.
- Reviewing the proper classification of Assets & Liabilities and Income & Expenditure.
- Ensure due compliance of commercial accounting principles and adherences to Accounting Standards and conformity to the Corporate Laws/Ind AS
- Compilation in accordance with the requirements of Revised Schedule VI of the Companies Act / Ind AS

For carrying out the above assignments, Internal audit shall audit following functional areas:

Finance & Accounting

- Review of Systems,
- Authorization of expenses and payments, 100 % check on Journal vouchers, Vendor Invoices and payments.
- Cash & bank and treasury management, Bank reconciliation, General Ledger Accounts and Trial Balance
- Trade Receivables, Details of Sundry Debtors and age-wise analysis with recovery status.
- Trade Payables, Details of Creditors with age-wise analysis and status of payments.
- Other Current liability & Non-current Liability heads

- Current and Fixed Assets accounting
- Payroll accounting
- Imprest and Contingent Advance
- Budget Controls
- Direct and Indirect Taxation, TCS, TDS, Remittance-filing etc.
- Compliance of Accounting Standards and other pronouncements issued by ICAI
- Compliance of provisions of statutory levies applicable to the Company
- Sub Ledgers, Port Users Ledger scrutiny
- Status of the work-in-progress as well as capital work-in-progress.

- Capital Commitments and Contingent Liabilities

- Short Term Investments and interest accrued therefrom. Ascertaining correctness and certifying whether investment made as per policy and laid

- Compliance on Terms and conditions (other than

Personnel & Administration

- Payroll processing, its inputs, Leave records, EL encashment, Terminal benefits, TDS, TA/DA claims, Medical and other welfare measures etc.,
- Statutory compliances in respect of Provident Fund, Professional Tax and Income Tax, etc.,
- Review and reconciliation of loan and advances to the Employees.

Reporting period –**Quarterly** for the above audit areas.

II. Monthly reporting to the Company w.r.t Revenue streams from Own/BOT/Captive user berths

The scope of Audit further extends to the transactions arising from the following revenue streams from BOT/Captive user/ Own berths and other value added services provided by company ie Auditing the revenue earned and its accounting inter-alia to the terms and conditions contained in the respective agreements, policies, Government guidelines etc,. As far as the auditing the revenue streams, Internal Auditors shall ensure 100 % check on all transactions of services rendered by company inter-alia to rules, regulations, tariff, terms and conditions of agreements, MoUs etc,. Besides Internal Auditors shall submit the audited details in soft copy along with Monthly reports.

a. Vessel Related Income: Verification of source data, application of SOR, Forex rate Invoicing, TCS/TDS effected, Advance receipts, Refunds, Discounts/Concessions offered.

b. Cargo related Income: KPL handles the General Cargo Berth cargo operations. Internal audit shall encompass verification of source documents, application of SOR, Invoicing, TCS/TDS effected, discounts/concessions offered, Demurrage/ penalties levied and accounting the transactions. Further IA shall conduct independent verification whether all the services rendered from KPL, have been billed/accounted or not and offer comments.

c.Estate Rentals: Verification of Allotment orders, Units of land/building allotted on long term as well as short term leases/licenses, Utilities, Right of Usage, monthly/annually/ upfront case etc,. IA shall report on Outstanding balances and consequential interest for delay as per SOR and other contractual terms if any. IA shall also bring about in its report the effect of GST and IT act provisions in respect of delay/ nonpayment of timely lease rentals.

d.Revenue from Captive Users – Presently there are two captive users ie TANGEDCO for coal and IOCL for LNG present in KPL. IA shall independently verify the source documents, Traffic data, application of Composite rate/Royalty as per MoU or agreement terms, discounts if any etc, TCS/TDS effected, accounting the transactions etc,.

e.Revenue Share from BOT operators

Audit shall encompass the computing the correct amount of periodical revenue share payable by these BOT Operators and the timely payment of the same to the Company and compliance to the terms and conditions of the respective Concession Agreement(s) by the BOT Operators. A systematic and independent verification of gross revenue earned by the operator with reference to the source data of traffic volume, vessel data, service offered, Tariff charged ie Reference tariff/ declared tariff, Concession/discount offered, Agreements/MoUs entered with customers, Data with Statutory authorities etc,. Further IA shall check the cash inflow and out flow transactions from Escrow bank account/Supplementary bank account and report there on any discrepancies.

Further the IA shall verify the timing of payment of revenue share and report to management in case of any interest due on account of delay in remittance and compliance of other Concession/ License agreement commercial terms such as Insurance cover of Project facilities and services as per Concession agreement Verification of various periodical financial and secretarial information /statements/ certificates report on any issues which is detrimental to the interest of KPL

f. Revenue earned from Miscellaneous services:

Verification of transactions w.r.t services such as Hire of small Harbour crafts, Bunkering, Waste disposal, Harbour entry pass etc.,

Reporting period : **Monthly**

ELIGIBLE CRITERIA

(i) Essential criteria:

S.N	Criteria	Proof of Documents to be submitted
1.	The applicant must be partnership Audit firm / Limited Liability Partnership firm	Proof of certificate issued by Institute of Chartered Accountants of India /Institute of Cost Accountants of India
2.	The applicant firm should have office of the residence at Chennai	Self declaration in Firms' letter pad.
3.	The applicant firm should neither have been debarred nor blacklisted by any Government, Autonomous bodies, PSUs, Banks etc.	Self declaration in Firms' letter pad.
4.	Average annual turnover during the last 3 years ended 31.03.2019, not less than Rs9,00,000/- (Rupees Nine lakhs only) excluding taxes.	Audited Balance Sheets for the last 3 years ended 31.03.2019 along with Self declaration in Firms' letter pad.
5.	Conflict of Interest: Bidding firm should not have acted as Statutory auditor or Tax advisor to KPL in the last 3 years ending 31.3.2019	Self declaration in Firms' letter pad.

The applicant firm must necessarily fulfill above essential criteria. Applicant firms are requested to submit testimonials /necessary documents to substantiate the above. Having been qualified, bidder firms will be subject to further evaluation as per score

card given below. Short listing of firms for price bid shall be on the basis of securing an aggregate minimum of 80 marks from the table of evaluation given below.

Table for Evaluation criteria for shortlisting of Audit Firms to the Financial Bid

S l. N o.	Parameter& Criteria	Maxim um Marks	Scale for scores & Documentary proof required
1	No. of years of Establishment of the firm	10	1 mark per year of existence as on tender date- (fractions of the year to be ignored.-Certificate of practice proof from ICAI/ICMA)
2	No of Partners in the firm who have been with the applicant firm for a minimum period of one year as on the date of tender issue	12	3 marks for each partner who is ACA/FCA or ACMA/FCMA (Proof as per Certificate of ICAI / ICMA as on 01/01/2020)
3	No of Partners/Qualified assistants (System Auditor in the firm) with CISA/DISA.	6	3 marks per Partner/qualified assistants
4	No of fully qualified Assistants (CA/ICMA)	6	2 marks per qualified assistants
5	No of semi qualified Assistants (Inter CA/Inter ICMA)	3	1mark per person
3	*Experience during the last 7 years ending 31.3.2019 in conducting Statutory Audit/Internal Audit in Port Trusts, Central /State PSUs (or) Listed Public Limited Companies in the Private sector with turnover of not less than Rs.600 crores.	60	5 mark for each assignment subject to a maximum of 60 marks. (Proof to be submitted i.e. Work Order/Letter of Award etc., (No. of Audit assignments)
4.	Methodology & Action plan	3	Evaluation will be based on the submissions of the proposed work plan and methodology for conducting the audit as per scope of work. (Self declaration in Firms' letter pad)
	Total	100	

***Note-Bank audit and other types such as Tax audit, Cost audit, Forensic audit Specific of audit etc experience will not be considered**

5.Deliverables (Reports)

The Audit Firm shall plan the audit schedule such a manner so as to ensure the deliverables as follows. Both the Quarterly and monthly reports shall be submitted in hard copy as well as soft copies.

a) Monthly reporting on Revenue streams as mentioned in the scope of work within 15 days from the end of that month.

Quarterly reports be submitted 30 days from the end of the quarter except Year end reviews.

b) EIGHT (8) quarterly reports covering

Quarter 1	-	(April'20 – June'20)
Quarter 2	-	(July'20 – September'20)
Quarter 3	-	(October'20 – December'20)
Quarter 4	-	(January'21 – March'21)& year end review.
Quarter 5	-	(April'21 – June'21)
Quarter 6	-	(July'21 – September'21)
Quarter 7	-	(October'21 – December'21)
Quarter 8	-	(January'22– March'22)& year end review.

6.Audit Team & Schedule

The **audit team** shall comprise a right mix of Certified Professional and Assistants to ensure the submission of qualitative reports periodically within the time frame. The firm may devise their own schedule in order to submit the deliverables qualitatively as per the scope of work.

However while deploying audit team following to be ensured

- Minimum One fully qualified CA/CMA person to be posted at least 10 days in month.
- Minimum One Inter qualified CA/CMA person to be posted at least 20 days in a month.
- One partner of the firm shall attend the Audit Committee meetings

7. Pre-Bid Meeting:

Bidding firms are requested to attend the Pre-bid meeting scheduled as indicated above to clarify their doubts in respect of Scope of work, Eligibility criteria, other terms and conditions.

8. Evaluation of Tender:

a) Evaluation of Technical Bid:

The evaluation of technical capabilities of the Bidders of this Tender will be completed first. All the documents submitted by the Bidders in the Technical Bid will be examined by the Tender Committee. All the Bidders who meet the 'essential & evaluation criteria for the bidder' as listed above and securing aggregate of 80 marks or above will be short listed / qualified and only their price Bid will be opened. The price bid of those bidders who secure less than 80 marks in the Technical evaluation, will not be opened.

b) Evaluation of Financial bid:-

The commercial proposals of only those technically short listed Bidders i.e meeting eligibility/ evaluation criteria and securing minimum of 80 marks from the score card as per the above tables, will be opened. Commercial bids of other firms will not be opened. The commercial Bid will be for an overall amount for the entire project duration. The financial quote shall be in Indian rupees and it shall include all expenses except GST. The Lowest Bid (L1) will be considered as successful Bidder.

9. PAYMENT TERMS

Payment shall be made quarterly after submitting 3 Monthly reports of revenue streams of that quarter as well as the comprehensive Internal audit report of that particular quarter.

10. PAYING AUTHORITY

The payments as per the Payment terms mentioned above shall be paid against the Tax invoices which may be sent to "**Chief Manager (Finance), Kamarajar Port Limited, 2nd & 3rd Floor, Jawahar Building No-17, Rajaji Salai, Chennai – 600001**".

11. TENDER DOCUMENT AND FEE - **There is no Tender Document Fee.**

A complete set of Tender Document can be downloaded from the company's official website, <http://eprocure.gov.in>, www.ennoreport.gov.in. & www.kamarajarport.in. The softcopy of the Tender Documents and its amendments / corrigendum (if any) will also be made available in the above websites.

12.EARNEST Money Deposit:

The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.36000/- (Rupees Thirty six Thousand only) by way of Demand Draft drawn on any scheduled bank in favour of Kamarajar Port Limited, payable at Chennai or through RTGS in A/c.No.**909020041752519**, Axis Bank, T.Nagar Branch, Chennai; IFSC code:UTIB0000014 and should be furnished along with the Technical Bid.

- a. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the technically qualified bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order.
- b. The EMD may be forfeited
 - i. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - ii. If the selected bidder fails to accept the work order/LOA within 7 days or fails to sign the contract in accordance with the terms of the document.

13.SECURITY DEPOSIT

There is no security deposit payable by Selected Audit firm

14.PERIOD OF AUDIT

The selected firm is to carry out the entire scope of work as aforementioned for a period of two years ie from 01.04.2020 to 31.03.2022. The period of Internal audit if required may be extended to **one more year** at same price (proportionate) terms and conditions on mutual consent. In case during the currency of contract, If the performance of audit reports are not satisfactory, KPL management reserves the right to terminate the contract by giving one month notice to the firm without any compensation for the left out contract period.

15.CLARIFICATIONS AND AMENDMENTS TO TENDER DOCUMENT

Prospective bidders may seek clarification on the Tender document by letter/fax/e-mail till the date and time mentioned in the bid control sheet. KPL may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the Tender document contents by amendment / corrigendum. Clarification / Corrigendum /Amendment, if any, will be notified in the websites.

It may be noted that all queries, clarifications, questions etc., relating to this Tender Document, technical or otherwise, shall be sent to the below mentioned address.

The Chief Manager (Finance)
Kamarajar Port Limited
2nd & 3rd Floor, Jawahar Building
No-17, Rajaji Salai, , Chennai – 600 001.
e-mail ID: vemanna@kplmail.in,
accounts@kplmail.in,
Cell no-8754540208
Land line-044 25263216

16.SUBMISSION OF OFFER

The Bidder has to submit their offers in e-mode only ie through website www.eprocure.gov.in in two cover system.

- (a) **Cover-1, Technical Bid:** The bidder has to submit all the details as given under “essential & evaluation criteria” by following the instructions to Online bid submission ie similar type of audits undertaken in Government / Public Limited Company should be submitted with proofs & relevant documents such as work orders/Letter of Assignment and completion certificate.
The Technical Bids should contain the following:

- Bidders organization profile , experience, No of Audit Partners
- Registration / Certificate of Practice, Empanelment with CAG,
- Relevant experience (**as listed above**). Documents like Work Order and Completion Certificate, any reasonable proof of the experience should be form part of the document to substantiate the approach, methodology and work-plan
- Profile of the Audit team personals.
- Declaration / self-affidavit by the bidding firms as to their non-association with BOT operators and Black listing of agencies.
- Technical bid should have no financial information. If any technical proposal is found to contain any information of price, the bid will be summarily rejected.

- (b) **Cover-2 ,The Commercial Proposal:**

- The Excel Format of the Price Bid will be available in the Website www.eprocure.gov.in.
- Price Bids containing any conditional offers will be rejected
- Bids are to be quoted in Indian Rupees only. Price is exclusive of GST but including all other charges including travel etc.

17.FORMATS OF BIDS:

The Bidders should necessarily submit the information as per the prescribed formats given in the Tender while submitting both technical and commercial Bids. Any deviation in this regard entails the Bidder for disqualification.

18.DISPUTE RESOLUTION

If a dispute, controversy or claim arises out of or relates to the audit, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed by Kamarajar Port Limited. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be Chennai or any other centre as decided by KPL. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

19.JURISDICTION

The jurisdiction of the courts shall be at Chennai only.

20. NOTICES

Notice or other communications given or required to be given under the audit shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

21. CANCELLATION OF TENDER PROCESS

KPL reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason to any of the participating bidders.

22. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Audit/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Audit/Agreement and only as permitted by KPL ;
- To only make copies as specifically authorized by the prior written consent of KPL and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- Conflict of interest: The Bidder shall disclose to KPL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

23.PRELIMINARY SCRUTINY

KPL will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

KPL may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and KPL reserves the right for such waivers.

24.NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID

KPL shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. KPL has the right to re-issue tender/bid. KPL reserves the right to make any changes in the terms and conditions that will be informed to all bidders. KPL will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of KPL in this regard shall be final, conclusive and binding upon the bidder.

25.SIGNING OF THE BID

The bid shall be signed by the duly authorized officer and supported by proper authorizations within 15 days of receipt of LOA.

26. ADHERENCE TO TERMS AND CONDITIONS

The Bidders who wish to submit responses to this Tender should note that they should abide (in true intent and spirit) by all the terms and conditions contained in

the Tender. If the responses contain any extraneous conditions put in by the Respondents, such responses may be disqualified and may not be considered for the selection process.

27.EXECUTION OF AGREEMENT AND CONFIDENTIALITY AGREEMENT

The selected Bidder will be required to execute the Contract Agreement and Confidentiality Agreement as within one 15 days from the date of receipt of Letter of Award of assignment/ Work order

28.OTHER TERMS AND CONDITIONS

KPL reserves the right to:

- Reject any or all responses (bids) received in response to the Tender, in part or in full, and to cancel the bidding process and reject all Bids at any time prior to award of the audit, without thereby incurring any liability to the Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the KPL's action or without assigning any reasons, whatsoever.
- Waive or change any formalities, irregularities, minor infirmity, non conformity or inconsistencies in proposal format delivery or in the bid which does not constitute a material deviation.
- Extend the time for submission of all proposals.
- Cancel the Tender at any stage, without assigning any reason whatsoever.

29.PROFESSIONALISM , ETHICS & CODE OF CONDUCT

The selected Bidder should provide professional, objective and impartial scrutiny and hold KPL's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while carrying out the audit.

30.ADHERENCE TO STANDARDS

The selected Bidder should adhere to all the applicable laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. For the purpose of audit, Firm can collate and verify the data from other sources such as Customs, IT, GST and other relevant regulatory and statutory authorities report their conclusion with reference to such source information.

31.EXPENSES

It may be noted that KPL will not pay any other amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

32.SINGLE POINT OF CONTACT

The selected Bidder should have a local office in Chennai and has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., etc.

33.FORCE MAJEURE

Any failure or delay by selected Bidder or KPL in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

34.AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with KPL, with regard to the obligations under the audit. The selected Bidder shall submit at the time of signing the audit, a Letter of authorizing an official or officials to discuss, sign agreements/audits with KPL.

35.INDEMNITY

The Bidder shall be liable to KPL for any Losses suffered by KPL due to any technical error or negligence or fault on the part of the Bidder, and the Bidder also shall indemnify KPL for the same. The total liability of the selected Bidder under this clause and audit shall not exceed the total audit value.

36.ERASERS OR ALTERATIONS:

The offers containing erasers or alterations may not be considered. There should be no hand written material corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the information using terms such as OK, ACCEPTED, NOTED, AS GIVEN IN BROCHURE/MANUAL or any Special Characters

such as -, ", @, _,# is not acceptable. KPL may treat offers not adhering to these guidelines as unacceptable.

37. RIGHT TO REJECT BIDS

KPL reserves the absolute and unconditional right to reject any response to this Tender if it is not in accordance with its requirements and no correspondence will be entertained by KPL in the matter. The bid is liable to be rejected if

- It is not in conformity with the instructions mentioned in this Tender document.
- It is not properly/duly signed.
- It is received after expiry of the due date and time.
- It is incomplete including non-furnishing the required documents / information as required in terms of this Tender.
- It is evasive or contains incorrect information.
- If There is any kind of canvassing.

38. ASSIGNMENT

Neither the audit nor any rights granted under the agreement can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder. Any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not assign or permit anyone other than its personnel to performance of the work, service or other performance required under the audit. Formation of consortium or association of Audit firms and engaging sub Audit firms is not allowed and such proposals will be disqualified at the evaluation stage itself.

Chief Manager (Finance)
Kamarajar Port Limited

Encl: As stated above

39.Cover II- Financial Cover (Price Bid Format) *

Sl.No	Description		Amount in INR	Amount in INR
			In Figures	In Word
1.	Conducting Internal Audit at KPL for the years 2020-21 & 2021-22 as per Scope of work of Tender and other terms and conditions. The price include of all expenses, charges & duties excluding GST		(Pl quote consolidated price for two years)	
	Total			

Notes:

*** The above price format is only for information purpose only.**

Participating Bidders shall submit their price in the Excel Format of the Price Bid available in the Website www.eprocure.gov.in only, Other wise their bids will not be considered for evaluation.

- The quoted rate is valid for entire tenure of the contract. No escalation on payment for this contract. The Price consideration includes 24 monthly reports and 8 quarterly reports which include two year end audits.

- Payment to be made as per Tender conditions and against Tax invoice.
- The quoted price shall include all expenses & charges excluding GST.

Authorised Signatory

Name

Address.....

Seal.....

Annexure -1

40. MODEL CONTRACT AGREEMENT

(To be submitted by the Successful Bidder after issue of LOA)

This CONTRACT (hereinafter together withappendices attached hereto called the Contract) is made onday of2020 between **KAMARAJAR PORT LIMITED** on the one part (hereinafter called **KPL**) and M/s..... (hereinafter called the Audit Firm) on the other part (Notwithstanding such association, the Firm will be represented hereunder at all times by which will retain full and undivided responsibility for the performance of the obligations hereunder and for satisfactory completion of the Audit services to be performed hereunder.)

WHEREAS the Kamarajar Port Limited has awarded the work to the Firm to conduct Internal Audit for the FY 2020-21 &2021-22 WHEREAS the Audit Firm has agreed to provide the services in accordance with the Terms of Reference and all Conditions set forth in this contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a) The Tender Document for Appointment of Audit firm for conducting Internal audit for the period from 2020-21 & 2021-22.
 - b) All amendments to the Tender document for Appointment of Audit firm for conducting Internal Audit prior to submission of bids, queries of bidders, if any.
 - c) Award letter issued by the KPL vide No..... dated and all correspondence exchanged between the KPL and the Audit Firm up to the date of award letter as specifically referred to in the said award letter.
3. In consideration of the payment to be made by the KPL to the Audit Firm as herein after mentioned the Audit Firm hereby covenants with the KPL to execute and complete the works in conformity with in all respects with the provisions of the contract.
4. The KPL hereby covenants to pay the Audit Firm in consideration of the completion of the works the counterpart charges in the manner prescribed in the tender document and accepted by the Audit Firm.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

Binding Signature of
KamarajarPort Limited

Binding Signature of
Audit Firm

Witness:

Witness

1.

1

2.

2.

41.CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into on this ___ day of _____ of 2019 (“Effective Date”) by and between the following parties:

Kamarajar Port Ltd., a company incorporated under the Companies Act, 1956, having its Registered office at 2nd & 3rd Floor, Jawahar Building, No-17, Rajaji Salai, Chennai – 600 001 (hereinafter referred to as “Client”) and

_____ having its office at _____ (hereinafter referred to as “Internal Auditor”);

Internal Auditor and Client are collectively referred to as the “Parties” or individually as a “Party” as the context may require.

Both Parties hereby agree as follows in relation to Confidential Information to be disclosed by the Client to Internal Auditor for purpose of Conducting Internal Audit of the transactions of KPL for the year 2020-21 & 2021-22.

1. All communication, information or data, in any form, which is disclosed by the Client to Internal Auditor and which is to be protected hereunder against unrestricted disclosure or competitive use by Internal Auditor shall be deemed to be "Confidential Information".
2. All Confidential Information, if in writing or other tangible form, shall be labeled or marked as "Confidential" at the time of its delivery from the Client to Internal Auditors. Confidential Information disclosed orally, visually or in any intangible form, will be specified to be "Confidential" at the time of disclosure and summarized in writing, marked as "Confidential" and transmitted by the Client, within 5 working days of the disclosure.
3. This Agreement shall be valid during the entire audit period, provided that obligations under this Agreement shall survive the termination of this Agreement for a period of Five (5) years, unless earlier waived in writing by the Client.
4. Internal Auditor undertakes and agrees that any Confidential Information disclosed hereunder shall be used by Internal Auditor solely for the purpose of the audit and Internal Auditor will not disclose or disseminate such Confidential Information to anyone, except to its partners, directors, consultants, employees and advisers ("Authorized Personnel") who have a need to know such Confidential Information for the purpose for the audit.
5. Confidential Information shall not include information which :
 - a. is publicly available or has become generally available to the public other than as a result of a breach of this Agreement;
 - b. was already lawfully known (without restriction on disclosure) to Internal Auditor (including its Authorized Personnel) prior to its being so furnished by the Client;
 - c. has become available to Internal Auditor (including its Authorized Personnel) on a non-confidential basis from a source other than the Client unless to the knowledge of Internal Auditor such sources owes a duty of confidentiality to the Client;
 - d. has been independently developed, by or for Internall Auditor without reference to the Confidential Information; or
 - e. is required to be disclosed to any government department, regulatory body, or any other party that is entitled to know such information in accordance with legal or regulatory requirements, any applicable law, rules or regulations, professional duty or where disclosure is made in connection with any claim by

Internal Auditor or in connection with any claim or potential claim against Internal Auditor.

6. Special Auditor shall use all reasonable safeguards against the unauthorized disclosure of Confidential Information and shall use reasonable endeavors to ensure that all of its Authorized Personnel having access to Confidential Information adhere to the terms of this Agreement.
7. Upon expiration of this Agreement or sooner upon written request of the Client, all Confidential Information in the possession of Internal Auditor shall be returned to the Client or destroyed under conditions which preserve the confidentiality of the Confidential Information, at the option and instruction of the Client. Notwithstanding the foregoing, Internal Auditor may retain such portion of the Confidential Information that is required for compliance with its statutory, regulatory or professional conduct obligations.
8. It is understood that this Agreement is not intended to, and does not, obligate either party to enter into any further agreements or to proceed with any relationship or other transaction.
9. Any failure or delay by either party in exercising any right, power or privilege hereunder shall not constitute a waiver hereunder nor shall any single or partial exercise thereof preclude any further exercise of any right, power or privilege.
10. This Agreement supersedes any prior such agreement. The Agreement cannot be amended in any manner, modified except by a written instrument signed by authorized representatives of both Parties.
11. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.
12. The Agreement and all matters relating to this Agreement shall be governed by, and interpreted and construed in accordance with the Indian Law and the courts in Chennai shall have exclusive jurisdiction over all matters, disputes (including claims for set-off and counterclaims) which may arise in connection with this Agreement.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have executed this Agreement on the date first above written.

Signed for and on behalf of

Name :

Designation :

Date :

Company Stamp :

Signed for and on behalf of

[KAMARAJAR PORT LTD.]

Name :

Designation :

Date :

Company Stamp :

Signed for and on behalf of Internal Auditor.