



**Kamarajar Port Limited
(Erstwhile Ennore Port Limited)**

CIN No. : U45203TN1999GOI043322

(A Mini Ratna – Government of India Undertaking)

Reg. Off: # 23, 1st Floor, Rajaji Salai, Chennai - 600001

**Appointment of Audit firm for conducting Internal Audit at
Kamarajar Port Ltd for the year 2015-16 & 2016-17**

**Tender No. : KPL/F&A/IA/2015
Date :/APR/2015**

INDEX

	Page No.
1. Introduction	9
2. Business Model	9
3. Scope of Internal Audit	10
4. Eligibility Criteria	13
5. Deliverables	14
6. Evaluation of Tender	14
7. Payment Terms	16
8. Paying Authority	16
9. Tender document and Fee	16
10. Earnest Money Deposit	16
11. Clarifications and Amendment to Tender Document	17
12. Submission of Offer	17
13. Clarifications	18
14. Formation of Bids	19
15. Certification of Officers	19
16. Cancellation of Tender Process	20
17. Publicity	20
18. Confidentiality	20
19. Period of Validity of Bid	21
20. Preliminary Scrutiny	21
21. No commitment to accept lowest of any offer/bid	21
22. Signing of the bid	22
23. Cost of preparation & submission of bid	22
24. Confidentiality of bid document	22
25. Non disclosure agreement	22
26. Ownership and Retention of document	23
27. Terms & Conditions	23
28. Important Definitions & Clarifications	24
29. Term of Assignment	25
30. Adherence to Terms and Conditions	25
31. Execution of PA/NDA and Certificate of Originality	25
32. Period of Contract	25
33. Other Terms and Conditions	26

34.	Professionalism	26
35.	Adherence to Standards	27
36.	Expenses	27
37.	Charges Terms	27
38.	Single Point Contact	27
39.	Authorised Signatory	28
40.	Erasers or Alterations	28
41.	Right to Reject Bids	28
42.	Assignment	29
43.	Non-Solicitation	29
44.	No Employer-employee Relationship	29
45.	Price Bid Format	30
46.	Model Contract Agreement – Annexure - 1	31

Bid Details – Control Sheet Table	
Date of commencement of sale of Bidding Document	15-04-2015
Last date and time for sale of Bidding Documents	12-5-2015 up to 2.30 PM
Queries, if any, to be communicated by the bidders (on or before)	28-04-2015 at 12.30 PM
Pre-bid meeting	29-04-2015 at 3.30 am at Registered Office of Kamarajar Port Limited at P.T. Lee Chengalvaraya Naicker Maaligai, No.23, Rajaji Salai, Chennai – 600 001. (Clarification/amendments to Pre-bid queries will be uploaded in the Company's website & e-procurement website)
Last date, time & Venue for submission of Bid Documents	12-05-2015 at 3.00 PM through website: www.ennoreport.gov.in and e-procurement portal link
Date and Time of Technical Bid Opening	Technical Bid – 13-05-2015 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) # 23, 1 st Floor, PT Lee Chengalvaraya Naicker Maaligai, Rajaji Salai, Chennai - 600001,
Address for communication	Chief Manager (Finance) Kamarajar Port Limited (erstwhile Ennore Port Limited) # 23, 1 st Floor, PT Lee Chengalvaraya Naicker Maaligai, Rajaji Salai, Chennai - 600001, e-mail : vemanna@epl.gov.in Phone: 044 – 27950030
Cost of Tender document	There is NO Fee for the Tender Document.
Estimated cost for Internal audit assignment	Rs.10 lakhs/-
EMD amount	Rs.20000/- (Rupees twenty thousand only)

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 Financial Years 2015-16 and 2016-17 by eligible Chartered Accountant / Cost Accountant firms.

- 1.1 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 2015 -16 and 2016-17 under two cover systems. The estimated cost of works put to tender is **Rs.10 lakhs/- (Rupees Ten lakhs only)**.
- 1.2 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.
- 1.3 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.
- 1.4 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.

- 1.6 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.
- 1.7 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

For Kamarajar Port Limited

Chief 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> as under.

The bidder shall **obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS / nCode/ eMudhrato 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 20km 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 Corporatised Major Port under Ministry of Shipping, Govt. of India.

2. BUSINESS MODEL

Kamarajar Port Limited, a CPSE under the Ministry of Shipping, Government of India. 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 availed 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 associated Capital Dredging , Road and Rail Connectivity Projects. All these Projects are under construction and to be commissioned in 2 / 3 years.

3. SCOPE OF INTERNAL AUDIT :

The scope of internal Audit encompasses the 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.

Precisely, the Audit Firm would carry comprehensive internal audit quarterly comprising the following functions and submit report to management quarterly.

- Review the existing policies and procedures and comment on adequacy Internal check and internal control of the systems, practices etc .,
- Reviewing the systems established to ensure compliance with policies, plans, procedures, laws, and regulations, which could have a significant impact on operations, and reporting on whether the organization is in compliance.
- Reviewing the means of safeguarding assets and, as appropriate, verifying the existence of such assets annually before the closure of books.
- Reviewing and appraising the 3Es i.e. economic, efficiency and effectiveness with which resources are deployed and utilized.
- Review individual transactions on a test check basis to ensure compliance with laid down policies and procedure of the organization, key local laws and legislations like VAT duty, Excise duty and service tax matters.
- 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/ IFRS.
- Compilation in accordance with the requirements of Revised Schedule VI of the Companies Act.

- Analysis of all pending issues, Audit Paras and Factual Notes to ascertain their financial implications and the compliance with the statutory disclosure norms.
- Suggest for improvisation the internal control and compliance process.

i. Finance & Accounting

- a) Review of System
- b) Authorization of expenses and payments
- c) Cash & bank and treasury management
- d) Accounts reconciliations
- e) Revenue & receivables
- f) Fixed Assets accounting
- g) Payroll accounting
- h) General accounting
- i) Budget Controls
- j) Direct and Indirect Taxation, TDS, Remittance, e-filing etc.
- k) Compliance of Accounting Standards and other pronouncements issued by ICAI
- l) Compliance of provisions of statutory levies applicable to the Company
- m) Ledger, Port Users Ledger scrutiny
- n) Analysis of all pending issues, Audit Paras and Factual Notes to ascertain their financial implications and the compliance with the statutory disclosure norms.
- o) Reviewing the Revenue earned from BOT Operations are in line with the Licence Agreement.
- p) Review of the consolidated financial statements of the company from the management control perspective of various assets, liabilities etc. Review of items such as:
 - a. Status of the work-in-progress as well as capital work-in-progress.

- b. Status of each cash and bank account and balance thereof Bank reconciliation, Status of stale cheques.
- c. Recovery of each items of loans and advances.
- d. Details of Sundry Debtors and age-wise analysis with recovery status.
- e. Details of Creditors with age-wise analysis and status of payments.
- f. Short Term Investments and interest accrued there from; Ascertaining correctness and certifying whether investment made as per policy and laid down guidelines.
- g. Checking the Revenue streams with respect to source documents, input data etc.,
- h. Checking the bonafideness of expenditures, its approvals as per company's manual, DOP etc and ensuring the recoveries and deductions as per contractual terms and statutory requirements.

ii. Personnel & Administration

- a) Policies & Procedure for Human Resource Management.
- b) Payroll processing , its inputs
- c) Statutory/ Local compliances like Provident Fund, Professional Tax and Income Tax, etc.,
- d) Review and reconciliation of loan and advances to the Employees.

iii. ***Reporting the Management the adequacy of Internal Financial Controls System in place and Operating effectiveness of such controls. For this purpose, the term "internal financial controls" means the policies and procedures adopted by the company for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information. Internal Financial Controls including those relating to operational areas. This would therefore cover an evaluation of the efficiency of operations of the Company.***

4 (i) Eligibility criteria :

S.N	Criteria	Proof of Documents to be submitted
1.	The applicant must be partnership Audit firm / Limited Liability Partnership with minimum 3 partners having Certificate of Practice registered with ICAI or Institute of Cost Accountants and in continuous existence for a period of not less than 10 years as on date of Tender.	Certificate issued by ICAI / Institute of Cost Accountant and Self declaration in Firms' letter pad.
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 31.03.2014, not less than Rs.3,00,000/- (Rupees three lakhs only) must have been from professional fee collected from audit assignments.	Audited Balance Sheets for the last 3 years ended 31.03.2014 along with Self declaration in Firms' letter pad.

The applicant firm must necessarily fulfill above eligible 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 75 marks from the table of evaluation given below.

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

S. N	Parameter& Criteria	Maximum Marks	Scale for scores
1	No. of years of existence in the business –	20	10 years – 10 marks & 1 mark for each additional year of existence, subject to a maximum of 20 marks.
2	No. of full time fellow Partners associated with the firm (As per Certificate of ICAI / ICMA as on 31/12/2014 <i>(No. of Audit partners)</i>)	20	3 partners – 12 marks & 4 marks for each additional partner subject to a maximum of 20 marks.
3	Experience during the last 7 years in conducting VAT Audit, Cost Audit, Income Tax Audit, Excise Audit and Service Tax Audit, Statutory Audit/Internal Audit/in Port Trusts, Central Autonomous Bodies, Central PSUs, Public Sector Banks (or) Established Public Limited Companies in the Private sector with turnover of not less than Rs.500 crores of that particular unit of Branch. (Proof to be submitted i.e. Work Order etc., <i>(No. of Audit assignments)</i>)	40	5 eligible assignments – 20 marks & 4 marks for each additional assignment subject to a maximum of 40 marks.
4	Experience in Internal Auditing of Public Limited Company with a turn over not less than Rs.1000 crore of that particular unit of Branch for the Fiscal Year ended 31st March 2014.	15	Each audit – 5 marks subject to a maximum of 15 marks.
5	Methodology & Action plan	5	Evaluation will be based on the quality of submissions, adequacy of the proposed work plan and methodology in responding to the Terms of Reference. a. Work Plan and Staffing Schedule - 2.5 marks b. Approach, Methodology & understanding of TOR-2.5 marks

5. Deliverables (Reports)

EIGHT (8) quarterly reports covering

Quarter 1	-	(April'15 – June'15)
Quarter 2	-	(July'15 – September'15)
Quarter 3	-	(October'15 – December'15)
Quarter 4	-	(January'15 – March'16) & year end review.
Quarter 5	-	(April'16 – June'16)
Quarter 6	-	(July'16 – September'16)
Quarter 7	-	(October'16 – December'16)
Quarter 8	-	(January'16 – March'17) & year end review.

6. 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 'eligibility & evaluation criteria for the bidder' as listed in the para-4 and securing aggregate of 75 marks or above will be short listed / qualified and only their price Bid will be opened. Those bidders who secure less than 75 marks in the Technical evaluation, their price bid 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 75 marks from the score card as per the above table of evaluation criteria, will then 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 should be in Indian rupees and it should include all expenses proposed. The Lowest Bid (L1) will be considered as successful Bidder.

7. PAYMENT TERMS

The Amount as per work order will be paid quarterly after the acceptance of the Quarterly Report by Competent Authority.

8. PAYING AUTHORITY

The payments as per the Payment Schedule covered hereinabove shall be paid by **The Chief Manager (Finance)**, Kamarajar Port Limited, 23, 1st Floor, PT Lee CN Maaligai, Rajaji Salai, Chennai – 600001.

9. TENDER DOCUMENT AND FEE

A complete set of Tender Document can be downloaded from the company's official website www.ennoreport.gov.in & also from Central Public Procurement Portal www.eprocure.gov.in.

There is no Tender Document Fee. The softcopy of the Tender Documents and its amendments / corrigendum (if any) will also be made available in the above websites.

10. EARNEST MONEY DEPOSIT

The Bidder(s) must submit Earnest Money Deposit for a sum of **Rs.20000/- (Rupees Twenty Thousand only)** in the form of Demand Draft from any nationalized / scheduled bank in favour of Kamarajar Port Limited payable at Chennai for an amount mentioned hereunder:

The EMD has to be forwarded to KPL's Registered Office before the due date of submission of Tenders. Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD will be returned on finalization of L1 Tenderer.

The Earnest Money Deposit may be forfeited under the following circumstances:

- (a) If the bidder withdraws its bid during the period of bid validity (120 days from the date of opening of bid).
- (b) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information;

11. 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.

12. SUBMISSION OF OFFER

The Bidder has to submit their offers in two cover system only in **on line mode through the website eprocure.gov.in**

- (a) **The Technical Proposal / Bid:** The bidder has to submit all the details about meeting the “eligibility& evaluation criteria for the bidder” mentioned in Para-4, similar type of work undertaken in Government / Public Limited Company should be submitted with proofs & relevant documents such as appointment orders/ Work Order / Agreement 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 in Para-4 (i)&(ii))**. Documents like Appointment Order and Completion Certificate, any reasonable proof of the experience should be form part of the document to substantiate the General audit assignments.

- Approach, methodology and work-plan
- Profile of the Audit team personals.
- Technical bid should have no financial information. If any technical proposal is found to contain any commercial information, the bid will be summarily rejected.

(b) The Commercial Proposal :

- The Excel Format of the Price Bid will be available in the Websites.
- Audit Firms are expected to submit their commercial bid in **online mode through the website eprocure.gov.in.**
- Price Bids containing any conditional offers will be rejected.
- Bids are to be quoted in Indian Rupees only. Excluding Service Tax but including all other taxes, cess, fee, duties, transport, accommodation etc.

13. CLARIFICATIONS:

It may be noted that all queries, clarifications, questions etc., relating to this Tender Document, technical or otherwise, must be in writing only and should be addressed to the nominated point of contact as mentioned below:

C S VEMANNA,
CHIEF MANAGER (FINANCE)
Kamarajar Port Limited
PT Lee Chengalvaraya Naicker Maaligai,
23, 1st Floor, Rajaji Salai,
Chennai - 600 001
e-mail ID: vemanna@ epl.gov.in

Clarification /corrigendum / amendment, if any, will be notified on KPL's website. No individual communication would be made in this respect.

14. 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. Both Technical and Commercial Bids has to be submitted **online mode through the website eprocure.gov.in**.

15. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers/bids, KPL may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of KPL in this regard shall be final, conclusive and binding on the bidder/ tenderer.

16. 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.

17. PUBLICITY

Any publicity by the bidder in which the name of KPL is to be used should be done only with the explicit written permission of KPL. The Vendor shall not make or allow making a public announcement or media release about any aspect of the KPL unless KPL first gives the Vendor its prior written consent.

18. CONFIDENTIALITY

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/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 Contract/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 Vendor shall disclose to KPL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

19. PERIOD OF VALIDITY OF BID

Bids shall remain valid for 120 (One Hundred twenty) days after the date of bid opening prescribed by KPL. KPL holds the rights to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence. In exceptional circumstances, KPL may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

20. 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.

21. 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.

22. SIGNING OF THE BID

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

23. COSTS OF PREPARATION & SUBMISSION OF BID

The bidder shall bear all costs for the preparation and submission of the bid. KPL shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

24. CONFIDENTIALITY OF THE BID DOCUMENT

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

25. NON DISCLOSURE AGREEMENT

The selected firm must agree to and sign a non-disclosure agreement with Kamarajar Port Limited.

26. OWNERSHIP AND RETENTION OF DOCUMENTS

- KPL shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by KPL, the Vendor shall deliver to KPL all documents provided by or originating from KPL and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by KPL at no additional cost.
- The selected bidder shall not, without the prior written consent of KPL store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from KPL and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of Kamarajar Port Limited in this regard.

27. TERMS & CONDITIONS

- a) In the event the bidder has not quoted for any mandatory or optional items as required by the Bidder and forming a part of the Tender document circulated to the Bidders and responded to by the Bidders, the same will be deemed to be provided by the Bidder at no extra cost to KPL.

- b) Price Discussion - It is absolutely essential for the bidders to quote the lowest price at the time of making the offer in their own interest. KPL reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- c) Right to Alter Quantities – KPL reserves the right to alter/add/modify the requirements specified in the Tender. KPL will inform all Bidders about changes, if any. The Bidder agrees that KPL has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would not be adjusted with such additions or deletions in quantities.
- d) The Selected Bidder is responsible for managing the activities of its personnel and will be accountable. The Selected Bidder shall be vicariously liable for any acts, deeds or things done by their employees which is outside the scope of power vested or instructions issued by KPL.

28. IMPORTANT DEFINITIONS / CLARIFICATIONS:

In this Contract, the following terms shall be interpreted as indicated:

- "KPL", "EPL" means Kamarajar Port Limited
- "Recipient", "Respondent" and "Bidder" means respondent to the Tender document.
- "Tender" means this Tender document
- "Bid" means response to this Tender document
- 'Successful Bidder' is the Bidder whose score in overall evaluation process is Lowest quoted (L-1) and notification of award has been given by KPL. In case of a difference of opinion on the part of the Bidder in comprehending and/or interpreting any Clause / Provision of the Bid Document after submission of the Bid, the interpretation by KPL shall be binding and final on the Bidder.
- "Selected Firm" is the successful bidder who has been determined to qualify to perform the contract satisfactorily and whose Bid has been ranked L-1 under the overall evaluation process.
- Selected Bidder and KPL shall be individually referred to as "Firm" and collectively as "Firms".

- "The Contract Price" means the price payable to the management consultancy firm under the Contract for the full and proper performance of its contractual obligations;

29. TERM OF ASSIGNMENT:

The selected Bidder under this Tender will be appointed for a period of 2 years (2015 - 16 & 2016-17) as mentioned in the above scope.

30. 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.

31. EXECUTION OF PA/NDA AND CERTIFICATE OF ORIGINALITY

The selected Bidder will be required to execute (a) Principal Agreement (PA), which must include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed or recommended by KPL and (b) Non-disclosure Agreement (NDA). The selected Bidder will be required to execute the PA and NDA within one month from the date of notification about the final selection of the Bidder, on completion of the required processes as outlined in the Tender.

32. PERIOD OF CONTRACT

For Two Financial years i.e. 2015-16 & 2016-17

33. 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 contract, 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.
- To negotiate any aspect of proposal with any Bidder and negotiate with more than one Bidder at a time after the Tender closes to improve upon or clarify any response or bid proposal.
- Extend the time for submission of all proposals.
- Cancel the Tender at any stage, without assigning any reason whatsoever.

34. PROFESSIONALISM

The selected Bidder shall render professional, objective and impartial advice at all times and hold KPL's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while executing the assignment.

35. 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. KPL reserves the right to ascertain information from the other CPSUs to which the Bidders have rendered their services for execution of similar projects.

36. 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".

37. CHARGES TERMS

By submitting the Bid, the Bidder will be deemed to have accepted all the terms and conditions mentioned in the Tender document. The rates quoted by the Bidder/Audit Firm shall be adequate to complete the assignment according to the specification and conditions attached thereto. The Bidder/Audit Firm should take into account all conditions and difficulties that maybe encountered during the course of assignment and quote the amount, which shall include agreed professional fee/ contract amount with taxes, royalties, VAT and other duties and the value and all details of other facilities and services necessary for proper completion of the assignment, except such as may be otherwise provided in the contract document for completion of the assignment. The TDS amount on prevailing rate and work contract tax etc. shall be deducted from Audit Firms running account/Final bills. Necessary certificates shall be issued to the Audit Firms by KPL. Service tax payable on the payment of contract amount will be borne by KPL.

38. 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. Escalation matrix should also be provided with full details.

39. AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with KPL, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with KPL. The Bidder shall furnish proof of signature identification for above purposes as required by KPL.

40. 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. Correct technical information of the services being offered must be filled in. 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.

41. 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 through Telex / Telegram/ Fax/e-mail.
- 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.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned under "Instructions To The Bidder" Section.

42. ASSIGNMENT

Neither the contract nor any rights granted under the contract can be sold, leased, assigned, or otherwise transferred, in whole or in part, by the selected Bidder without advance written consent of KPL and any such sale, lease, assignment or otherwise transfer shall be void and be of no effect. The selected Bidder shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the selected Bidder under the contract. 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.

43. NON - SOLICITATION

The selected Bidder, during the term of the contract and for a period of two years thereafter shall not without the express written consent of KPL, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by KPL in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of KPL at any time to terminate his/ her relationship with KPL.

44. NO EMPLOYER-EMPLOYEE RELATIONSHIP

The selected Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group /client companies or any of their employees / officers / staff / personnel /representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with KPL or any of its employees/officers/ staff/ representatives/ personnel/ agents.

Chief Manager (Finance)
Kamarajar Port Limited

Encl: As stated above

BILL OF QUANTITIES

Cover II- Financial Cover (Price Bid Format)

The BoQ can be downloaded from www.eprocure.gov.in. This BoQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns or else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and values only.

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 of2014 between **KAMARAJAR PORT LIMITED** on the one part (hereinafter called **KPL**) and M/s..... (hereinafter called the 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 requested the Firm to conduct Internal Audit
WHEREAS the Internal Audit 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 2015 – 16 & 2016 -17.
 - 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 proposal 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
Kamarajar Port Limited

Binding Signature of
Audit Firm

Witness:

Witness

1.

1

2.

2.