



**GOVERNMENT OF ODISHA
COMMERCE & TRANSPORT (COM) DEPARTMENT**

**DETAIL TENDER CALL NOTICE FOR THE
WORK “OPERATIONAL & FINANCIAL
AUDIT OF DHAMARA PORT”**



**DIRECTORATE OF PORTS & IWT
ODISHA, BHUBANESWAR**



**Directorate of Ports & Inland Water Transport,
Paribahan Bhawan (2nd Floor), A.G. Square,
Unit-II, Ashok Nagar, Bhubaneswar-9
Phone-0674-2390355, Fax-2396885 Email: - portsniwt.od@nic.in**

INVITATIONS FOR BIDS (IFB)

TENDER CALL NOTICE NO. P & IWT (D) – 04 /2017-2018

01. The **Director, Ports and Inland Water Transport** on behalf of Governors of Odisha, invites **sealed quotation** from the **C.A.G. Panel Chartered Accountants** in Double Cover System for the work as detailed in the table below from eligible Firms/Individuals.

Sl. No	Name of Work	Name of the Concerned Office	Bid Security (In ₹)	Cost of Tender Paper (In ₹)	Class of Firms/ Individuals	Period of completion	
1	2	3	4	5	6	7	
1.	Operational & Financial Audit of Gopalpur Port, Arjipalli, Ganjam	Directorate of Ports & IWT, Paribahan Bhawan, 2 nd Floor, A.G. Square, Unit-II, Ashok Nagar, Bhubaneswar-9.	₹50,000.00	₹ 500.00	C.A.G. Panel Chartered Accountants	2014-15	Three Months from the date of signing of Agreement
						2015-16	
						2016-17	
						2017-18	By 30 th June,2018
						2018-19	By 30 th June,2019
2.	Operational & Financial Audit of Dhamara Port, Dhamara, Bhadrak	Directorate of Ports & IWT, Paribahan Bhawan, 2 nd Floor, A.G. Square, Unit-II, Ashok Nagar, Bhubaneswar-9.	₹50,000.00	₹ 500.00	C.A.G. Panel Chartered Accountants	2014-15	Three Months from the date of signing of Agreement
						2015-16	
						2016-17	
						2017-18	By 30 th June,2018
						2018-19	By 30 th June,2019

02. The tender document can be obtained from the Directorate of Ports & IWT, Odisha, Bhubaneswar on submission of a DD/Bankers Cheque (**Non-refundable**) of **INR 500.00 (Rupees Five Hundred) only** (as mentioned in Column-5) to be drawn from any Nationalized/ Scheduled Bank in favour of the **Director, Ports & IWT, Odisha, Bhubaneswar payable at Bhubaneswar** on any working day from **26.07.2017 to 17.08.2017 upto 15.00 Hrs.** The tender document can be downloaded from the website in <http://ct.odisha.gov.in/> & <http://portsniwtodisha.in/ActiveTender.aspx>. In case of a downloaded form, the applicant shall deposit the aforesaid fee along with the Technical Bid, in shape of Demand Draft in favour of the **Director, Ports & IWT, Odisha, Bhubaneswar payable at Bhubaneswar.**

03. The tender must be accompanied by a “**Bid Security/EMD**” for an amount as mentioned in **column (4)** of the above Table in shape of **Fixed Deposit/N.S.C. / K.V.P.** from a Nationalized/Scheduled Bank duly pledged in favour of the **Director of Ports & IWT, Odisha, Bhubaneswar**. Bid Security/ EMD shall have to be valid upto **31st December, 2017**.
04. The tenders will be received up to **1500 Hours on 17.08.2017** and will be **opened** in the office of the undersigned on the same day at **1530 Hours** in presence of the participants or their authorized representatives, if they so desire. If there will be a public holiday on the last date of sale of tender document, receipt & opening of the tenders, the tender document will be sold , tenders will be received & opened on the next working day at the same time and venue. The undersigned will not be responsible for any kind of delay by the postal/courier authorities.
05. The authority reserves right to cancel any or all tenders without assigning any reason.

Sd/-
Director
Ports & IWT, Odisha

Memo No. 1556 / Dtd. 20/07/2017 /

Copy forwarded to the Manager (Publications), I & P.R. Department, Odisha, Bhubaneswar with a request to get it be published in 2 (Two) leading Odia Daily and 2 (Two) leading English Daily News Paper preferably on or before **26.07.2017** for wide circulation of the tender call notice. Complimentary copy of the news papers containing the tender call notice may be sent to this office for reference and record.

Encl:- 1 No. CD.

Sd/-
Director
Ports & IWT, Odisha

Memo No. 1557 / Dtd. 20/07/2017 /

Copy forwarded to the Director, Printing Stationary and Publication, Government of Odisha, Madhupatana, Cuttack-10 for information and necessary action. He is requested to arrange for publication in next issue of Odisha Gazette.

Sd/-
Director
Ports & IWT, Odisha

Memo No. 1558 / Dtd. 20/07/2017 /

Copy forwarded to the Head State Portal Group, IT Centre, Department of Information and Technology, Odisha, Bhubaneswar with a request to display the tender in the Website of Government of Odisha i.e. in **www.odisha.gov.in** as well as in **http://ct.odisha.gov.in/** with facilities so as to enable the interested bidders to participate in the tender till the last date of sale i.e. **17.08.2017 up to 1500 Hour**.

Sd/-
Director
Ports & IWT, Odisha

Memo No. 1559 / Dtd. 20/07/2017 /

Copy submitted to the Joint Secretary to Government, Commerce & Transport (Com) Department, Odisha, Bhubaneswar for favour of information.

**Sd/-
Director
Ports & IWT, Odisha**

Memo No. 1560(2) / Dtd. 20/07/2017 /

Copy submitted to the Collector and District Magistrate, Khurda /Superintendent of Police, Khurda for favour of kind information and necessary action.

**Sd/-
Director
Ports & IWT, Odisha**

Memo No. 1561 / Dtd. 20/07/2017 /

Copy to Officer in charge, Capital Police Station, Bhubaneswar for information and necessary action.

**Sd/-
Director
Ports & IWT, Odisha**

Memo No. 1562 / Dtd. 20/07/2017 /

Copy to Office Notice Board for wide circulation

**Sd/-
Director
Ports & IWT, Odisha**

DETAIL TENDER CALL NOTICE

Government in Commerce & Transport (Com) Department have entered into an Concession Agreement with ISP now Dhamra Port Company Limited for expansion and development Dhamra Port on Build, Own, Operate, Share and Transfer (BOOST) basis. Further the Department decided to engage an audit firm to be selected by transparent procedure for operational and financial audit to ensure the accuracy of the income to ISP (now DPCL) of which it gets a share. The operational & financial audit will check upon compliance with the approved and agreed plans for development and operation of the port and maintenance of the port facilities and assets as per Clause **11.4 & 4.13** of the Concession Agreement. Hence, the **Director, Ports and Inland Water Transport, Odisha, Bhubaneswar** invites sealed quotation from the C.A.G.Panel Chartered Accountants to quote their rate for carrying out the Operational & Financial Audit of Dhamra Port at Dhamara, Bhadrak **01.04.2014 to 31.03.2019** . The Firm who fulfils the following criteria needs only to apply.

1. (a) Eligibility criteria for bidding:-

All the bidding agencies shall possess the following minimum qualifying criteria;

- I) Should be compulsorily registered with ICAI.
- II) Should not have been cautioned or apprehended by ICAI in the past five years.
- III) Must be empanelled with Comptroller and Auditor General of India.
- IV) The audit firm should not have been engaged at any time as auditor by Dhamara Port Company Limited.
- V) The audit firm should not have any business/ interest by Dhamara Port Company Limited.
- VI) Should have handled at least one similar assignment in the last 5 years.

The contract will be considered for the bidder whose proposal is closely in line with the above eligibility criteria and deemed to be most advantageous to the department. Those who can qualify the above conditions only will be considered for commercial evaluation.

1. Any tender received after closing date and time will not be considered.
2. E-mail/Fax offer will not be considered.

3. The bid should be valid for a period of 120 days from the closing date.
4. In case of any clarifications, please contact to the **Director, Ports and Inland Water Transport, Odisha, Bhubaneswar.**

The undersigned reserves the right to reject any or all proposals received without assigning any reason there off.

2. Tender submission & Instructions to bidder

- I. A tender box will be placed in the office of the undersigned for dropping the tender covers during working hour from **26.07.2017 to 17.08.2017 upto 1500 Hours.** Tender box will be opened by the undersigned on **17.08.2017 at 1530 Hours** in presence of the bidders or his / their authorized persons.
- II. Tenders are to be submitted in two parts superscribed as **Cover-A (Technical Bid) & Cover-B (Financial Bid)** and shall be addressed with "From Address" and "To Address".

Cover - A - Shall contain Bid pertaining to Technical Qualifications of the Firm.
Cover - B - Shall contain the Financial Bid i.e. the amount quoted by the Firm.

Cover- A & B shall be sealed separately with superscription "Cover-A" or "Cover -B" as information supplied within it.
- III. The xerox copies of evidence in support of their technical qualifications shall be enclosed to the technical bid.
- IV. **Covers A & B** shall be kept in **Cover-C** and cover 'C' shall be sealed and dropped in Tender Box. **Cover 'C'** shall be addressed with "From Address" and "To Address" with superscription tender for **"Operational & Financial Audit of Dhamra Port Company Limited"**.
- V. After opening of the tender, the number of tenders received in time will be disclosed to the bidders. The **tender will be opened in the sequence of Cover -C, Cover-A & then Cover-B.**
- VI. While quoting the rate, the bidder shall clearly **write the amount in 'Figures' as well as in 'Words'** without any corrections or overwriting. In case of discrepancy, the rate quoted in words only will be taken into consideration.
- VII. The tender will be closed on **17.08.2017 at 1500 Hours**

3. Earnest Money Deposit (EMD):-

- I. The bidders shall enclose **EMD of Rs.50,000.00 (Rupees Fifty Thousand)** only in **Cover 'A'** in shape of **Fixed Deposit** receipt of any Nationalized/ Scheduled Bank approved by Reserve Bank of India/**NSC/KVP**/duly pledged in favour of **Director, Ports and Inland Water Transport, Odisha, Bhubaneswar**.
- II. On award of the contract, 2.5% of the bid value will be collected as further EMD from the consultant.
- III. Non Compliance of the terms and conditions of the TOR will result in forfeiture of the **EMD**.

4. Contract Terms:

- I) The successful bidder shall enter into the contract with the **Director, Ports and Inland Water Transport, Odisha, Bhubaneswar** for the services to be performed. Validity of contract period will be upto **30th June,2019**. The timeline for carrying out the above work are mentioned against each financial year in the table given below;

Sl. No.	Year of Audit	Contract Timeline
(1)	(2)	(3)
01.	2014-2015	Three Months from the date of signing of Agreement
02.	2015-2016	
03.	2016-2017	
04.	2017-2018	By 30th June,2018
05.	2018-2019	By 30th June,2019

The above contract period may be extended thereafter on request of the Firm as per requirement.

- II) The contract period includes completion of Audit including drafting, printing and submission of report in full shape.
- III) No extra cost will be given to the firm if contract period may be extended beyond the contract period.

5. Terms of Payment:

- I) Payment may be made after submission of full-fledged audit reports of each financial year where the task as per the DTCN is completed.
- II) 5% of the total amount will be deducted from each payment as Retention Money Deposit.
- III) Retention Money Deposit (RMD) will be refunded after a period of six months from the date of final payment if no fault/error of any kind is found against the work executed by the professionals employed by the Firm.
- IV) Action will be taken against the Firm, if any mismanagement or deviation from TOR is noticed at any point of time during the course of agreement period.
- V) Income Tax will be deducted as admissible from his payment.

6. General Instructions:

- I. **Director, Ports and Inland Water Transport, Odisha, Bhubaneswar** may reject any or all tenders which is conditional or incomplete or which contains any alterations from the forms supplied or other defects or irregularities of any kind.
- II. All tenders and any other materials submitted in response to this tender notification will become the property of the **Director, Ports and Inland Water Transport, Odisha, Bhubaneswar**.
- III. The award of the assignment shall be at the sole discretion of the **Director, Ports and Inland Water Transport, Odisha, Bhubaneswar** and no complaints shall be entertained in this regard.
- IV. **The Director, Ports and Inland Water Transport, Odisha, Bhubaneswar** shall not be responsible or be liable in any manner for any risks, costs or expenses incurred by the bidder in connection with the tender.
- V. The Chartered Accountant should have been registered with the Institute of Chartered Accountants of India. Photocopy duly attested of such a registration should be enclosed with the applications for empanelment.
- VI. Certificate of practice issued by the Institute of Chartered Accountants of India along with membership No. and attested photocopy of the certificate to be enclosed with the application.
- VII. The Chartered Accountant shall conduct audit at the headquarter of Dhamra Port i.e. Dhamra Port Company Limited, Dhamara, Bhadrak and if necessary at Dhamra Port Company Limited, HIV-20, BDA Colony, Jayadev Vihar, Chandrasekharpur, Bhubaneswar. No T.A/DA shall be paid to him in this behalf.

VIII. If a Chartered Accountant willfully or without any reasonable cause –

- (a) fails to comply with any provision of the Act or the Rules applicable to an Auditor/Chartered Accountant or –
- (b) conceals any material fact or gives false statement or certificate –
- (c) omit any material fact from the record –
- (d) misappropriates any money or property of the Port –
- (e) found responsible for any misconduct, indiscipline –
- (f) indulge in mal-practices or found guilty of corrupt practices –

He shall be debarred from conducting the audit. He shall be liable to be prosecuted as per the provisions of law.

- IX. The Chartered Accountant or his firm should not be individually or severely disqualified under section 226 of the companies Act, 1956 to accept appointment as Chartered Accountant/ Auditors.
- X. There should not be any adverse remarks/disciplinary proceedings pending initiated against the Chartered Accountant or his firm or any partner of his firm by institute of Chartered Accountants of India.
- XI. The audit firm should not have been engaged at any time as auditor by Dhamara Port Company Limited.
- XII. The audit firm shall clearly give an undertaking to the effect that they have no business/interest in the Dhamara Port Company Limited.
- XIII. The selected firm shall give an undertaking to follow all the ethics and the instruction provided shall be kept, strictly confidential, the selected firm shall give an undertaking to follow all ethics and the information provided shall be kept strictly confidential, all assignment shall be carried out with due diligence maintaining quality of work done and in least possible time.
- XIV. Details of any Court/ Arbitration/ Legal Cases against the firm should be submitted.

7. Scope of Work:

- I. The audit firm will conduct operational and financial audit such as cent percent checking of receipts and vouchers all subsidiary registers, general ledgers and other relevant records and documents etc. to ensure the accuracy of the income to ISP (now DPCL) of which it gets a share. The operational & financial audit will check upon compliance with the approved and agreed plans for development and operation of the port and maintenance of the port facilities and assets as per Clause 11.4 of the Concession Agreement.
- II. The audit firm will also conduct the audit of lease charges (book value of the amount) paid by ISP (now DPCL) towards tenanted land acquired for development of Port as per Clause 4.13 of the Concession Agreement along with amount being adjusted from revenue share payable by the company to Government.
- III. The audit firm will submit the report after completion of the Audit within the contract period. Certified copies of relevant documents in this regard should be furnished along with the audit report.
- IV. The audit firm is required to include the following format in their report.
 - a) The following records could not be referred by the auditors (List of records with the reasons e.g. Non-production/ Non-availability).
 - b) Financial irregularities noticed in receipts and payments.
 - c) Any loss incurred by breach of trust, willful negligence and misappropriation of fund etc. should be specified.

COVER-A (Technical Bid)

1	Name and address of the Firm (In capital letters)	
2	CAG Empanelment No.	
3	ICAI Registration No.	
4	Year of Incorporation of the firm.	
5	List of partners and staff with brief details.	
6	Documentary evidence in support of 1 to 5	
7	Whether the firm or partner of the firm in discharge of his / her work in relation to the firm has been debarred or cautioned by ICAI during the last five years? If yes, give details.	

Sector wise details of the major assignments handled by the Firm in the last Five years

Name of the Client	Nature / Brief Description of the Assignment	Year (s)	Assignment handled by (Name of the Partner)	Is the Partner continuing with the Firm

Signature of Authorized Representative

Firm's Name:

COVER-B (Financial Bid)

Serial No	Year of Audit	Price (Both in figure & Word)	
		In Figures	In Words
Grand Total			

We quote Rs./-

***(In words of Rupees.....
.....) only including all taxes for delivering our services in TOR .***

Signature of Authorized Representative

Firm's Name: