

# **TENDER FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRMS FOR RECONCILIATION OF DEMAND DRAFT COLLECTION FOR THE PERIOD OF 2014-15 TO 2017-18 RELATED TO AMMA CEMENT SUPPLY SCHEME**

**Ref:-TANCEM/MM/L.T.No.02/APPOINTMENT OF AUDIT FIRM ACSS/2023-24 DT.  
05.10.2023**

ADVERTISED ON : 05.10.2023  
PRE-BID MEETING ON : 12.10.2023 at 3.00 PM  
LAST DATE FOR SUBMISSION OF TENDER : 19.10.2023 upto 3.00 PM  
OPENING OF TENDER (TECHNICAL BID) : 19.10.2023 at 4.00 PM



**TAMIL NADU CEMENTS CORPORATION LTD.,**

No.3A, Aavin Illam, 5<sup>th</sup> Floor,  
Pasumpon Muthuramalinga Thevar Rd,  
Nandanam, Chennai, Tamil Nadu 600035  
TAMIL NADU, INDIA  
Phone: +91-44-28525461, 28525471  
Website: <https://tntenders.gov.in>

DETAILS OF THE TENDERER
NAME:
ADDRESS:

**TABLE OF CONTENTS**

<b>S. No</b>	<b>Description</b>	<b>Page No</b>
1	Preamble Of Tender	3
2	Salient Features of the tender	4
3	General Instructions	4
4	Eligibility Criteria	6
5	Cost of bidding	6
6	Submission of EMD	7
7	Submission of Tender	7
8	Period of validity of bids	8
9	Opening of Tender	8
10	e-Tender Evaluation Criteria	9
11	Pricing Terms	9
12	Opening of Price Bid	9
13	Price Bid Evaluation	9
14	Negotiation	10
15	Special Terms	10
16	Acceptance of Tender	10
17	Payment of Security Deposit	11
18	Execution of Agreement	11
19	Work Order	11
20	Payment Terms	12
21	Billing	12
22	Scope and Objectives of Work	12
23	Liquidated Damages	14
24	Penalty	14
25	Disputes and Arbitration	14
26	Jurisdiction	15
<b>ANNEXURES</b>		
I	Profile of Bidding Organisation	16
II	Non Blacklisted Declaration	17
III	Authorisation Letter	18
IV	Certification of Conformity	19
V	Price Bid - Model BOQ Format	20

**SHORT TITLES USED IN THE TENDER DOCUMENT:**

1.	Bidder/ Tenderer	Bidder/Tenderer means Audit Firms who makes a formal offer in pursuance of the Tender floated.
2.	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the Tender process.
3.	RD & PR	Rural Development and Panchayat Raj Department
4.	TNCSC	Tamil Nadu Civil Supplies Corporation
5.	TNCDW	Tamil Nadu Corporation for Development of women (through Panchayat Level Federation (Self Help Group) SHG – Mahalir Thittam)
6.	ACSS	Amma Cement Supply Scheme

**TECHNICAL BID****1) PREAMBLE OF TENDER**

Tamil Nadu Cements Corporation Limited (herein after referred as TANCEM) is a Government of Tamil Nadu undertaking having its Corporate Office at 5<sup>th</sup> Floor, Aavin Illam, Nandanam, Chennai – 600 035 and having manufacturing units at Alangulam and Ariyalur.

Amma Cement Supply Scheme was introduced by Government of Tamil Nadu vide G.O.(M.S.) No.188 dated 11.12.2014 in order to mitigate the hardships faced by the lower and middle income groups in both urban and rural areas. The scheme was launched by Hon'ble Chief Minister of Tamil Nadu on 05.01.2015. TANCEM has been act as a nodal agency for the Scheme.

The Cement under this scheme is procured from seven cement suppliers at the rate of Rs.210/- (Rs.185/- per bag till 11.12.2020) and sold to general public at the rate of Rs.216/- (Rs.190/- per bag till 11.12.2020) through 501 godowns situated all over Tamil Nadu.

The godowns sell the cement to public and deposit the DDs received for sale from the public into ICICI and IB accounts maintained by TANCEM till 31.07.2019. From 01.08.2019 "V collect" system was introduced and being used to collect payment from the beneficiaries for the sale of Amma Cement through online transfer instead of Demand Draft.

During reconciliation of accounts, many difficulties were faced like non-receipt of information from godowns , discrepancies in DDs received (at least 10 DDs each day are returned by Banks for various reasons which has to be revalidated and deposited in Bank), Bank not providing DD wise breakup in bank statement etc., is faced by TANCEM.

Delay by the godowns in depositing DDs received from beneficiaries has made it difficult to reconcile the DD received in bank with the beneficiary and from which godown. This has resulted in incomplete reconciliation of amount received in bank with the sales made by the godowns respectively. Hence, it is proposed to engage audit firm (s) to ensure proper reconciliation of accounts from 05.01.2015 to 31.03.2018

For and on behalf of TANCEM, the General Manager (Mkg) invites the prospective bidders to participate and submit the offer for the Tender for appointing Audit Firms registered with the Institute of Chartered Accountants of India (ICAI) to audit and reconcile Demand Draft (DD) Collection at 38 districts and 501 various godowns of Rural Development and Panchayat Raj Department (RD & PR), Tamil Nadu Civil Supplies Corporation (TNCSC), Tamil Nadu Corporation for Development of Women (TNCDW) related to Amma Cement Supply Scheme for the period 2014-15 to 2017-18 for a period of 4 (four) months. List of district wise godowns is attached in Annexure-A. The Bidders shall submit their bid online in the designated website <https://tntenders.gov.in>.

**Applicability of Tamil Nadu Transparency in Tenders Act, 1998**

This Tender will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time with latest amendment (<http://www.tn.gov.in/gorders/>) and all other Acts of the Government of India and the Government of Tamil Nadu as may be applicable.

**2) SALIENT FEATURES OF THE TENDER**

TENDER FOR APPOINTMENT OF CHARTERED ACCOUNTANT FIRMS FOR RECONCILIATION OF DEMAND DRAFT COLLECTION FOR THE PERIOD OF 2014-15 TO 2017-18 RELATED TO AMMA CEMENT SUPPLY SCHEME		
1	Tender inviting Authority , Designation and Address	THE GENERAL MANAGER (MKG) TAMIL NADU CEMENTS CORPORATION LTD., AAVIN ILLAM , 5 <sup>th</sup> FLOOR, PASUMPON MUTHURAMALINGAM SALAI, NANDANAM, CHENNAI – 600 035. TAMIL NADU, INDIA.
2.	a) Name of the Work	Appointment of Chartered Accountant Firms for Reconciliation of Demand Draft Collection for the period of 2014-15 to 2017-18 related To Amma Cement Supply Scheme
	b) Tender reference	TANCEM/MM/L.T.No.02/APPOINTMENT OF AUDIT FIRMS-ACSS/2023-24 Dt: 05.10.2023
	c) Period of contract	4 (four) months from the date of LOA
3.	Tender documents available in	Tender documents can be downloaded free of cost from <a href="https://tntenders.gov.in">https://tntenders.gov.in</a>
4.	Earnest Money Deposit (EMD)	Rs.15,000/-
5.	Pre bid meeting	On 12.10.2023 at 3.00 PM at TANCEM Registered Office, 5th Floor, Aavin Illam, Chennai-600 035, Tamil Nadu.
6.	Due Date and Time for Submission	On 19.10.2023 Up to 3.00 PM
7.	Date, Time and Place of Opening of Technical Bid	On 19.10.2023 at 4.00 PM at TANCEM Registered Office, 5th Floor, Aavin Illam, Chennai-600 035, Tamil Nadu.

**3) GENERAL INSTRUCTIONS**

**3.1** The Tenderers are requested to examine the instructions, terms & conditions and specifications laid down in the Tender. Failure to furnish all required information in every aspect will be at their risk and may result in the rejection of their bid.

**3.2 Clarifications in the e-Tender**

- A prospective Tenderer requiring any clarification in the Tender may address the Tender Inviting Authority by mail/letter before 48 hours of the opening of the tender. TANCEM will respond to any request for clarification in the Tender.
- The responses to the clarification will also be notified on <https://tntenders.gov.in> without indicating the source of query.

**3.3 Amendments to the e-Tender**

- TANCEM may amend / change / modify the Tender Conditions any time prior to the time fixed for submission of the Tender. It is the responsibility of the Tenderer of the tender to follow the designated site for any such changes in the tender conditions.
- Also, amendment to the tender may be given in response to clarifications by prospective Tenderers solely at the discretion of TANCEM.
- Such amendments will be notified on website <https://tntenders.gov.in>.

- d) TANCEM at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- e) All the Tenderers must periodically browse website <https://tntenders.gov.in> till the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender. TANCEM will not be responsible for any misinterpretation of the provisions of this tender document on account of the Tenderers failure to update the bid documents based on changes announced through the website.

### **3.4 Language of the e-Tender**

- i. The bid prepared by the Tenderer as well as all correspondence and documents relating to the bid shall be in English language only.
- ii. Tenderer should sign each and every page of Tender Documents including Annexures / Amendments if any and upload the same in the Online Portal; otherwise their bid will be rejected. Any offer made in response to the tender when accepted by TANCEM will constitute a contract between the parties.

### **3.5 TANCEM not bound by any personal representation**

The Contractor shall not be entitled to any increase in the rates or any other right or claim whatsoever by any reason or any representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person of the TANCEM.

### **3.6 Members of TANCEM not individually liable.**

No Director or official or Employee of TANCEM shall, in any way, be personally bound or liable for his / her acts or obligations of the TANCEM under the contract or answerable for any default or omission in the observance or performance of any acts, matters or things which are herein contained.

### **3.7 Address of the Tender Inviting Authority:**

**The General Manager (Mkg)  
Tamil Nadu Cements Corporation Limited,  
Aavin Illam, 5<sup>th</sup> Floor,  
No.3A, Pasumpon Muthuramalingam Salai,  
Chennai – 600 035.**

Phone: +91-44-28525461/71,

Website: <https://tntenders.gov.in>

Email: [tancemmaterials@gmail.com](mailto:tancemmaterials@gmail.com).

**4) ELIGIBILITY CRITERIA**

<b>Sl. No</b>	<b>Minimum Eligibility Criteria</b>	<b>Proof to be submitted for fulfilling the eligibility</b>
1	The Tenderer shall have not less than three years of experience in auditing in Government Organisation/ Govt. PSU.	Year-wise detailed experience of the Audit Firm in Internal/Statutory Audit supported with the attested copies of appointment letters which are already executed. Year-wise detailed experience of the firm in other PSUs/Schedule Bank for Statutory / Internal Audit supported with attested copies of appointment letters, which are already executed.
2	The standing of the firm must be 05 years or more as per ICAI Firm Constitution Certificate as on 31.08.2023	Year of establishment of the Audit Firm supported by the copies of the latest certificates issued by the concerned Institute duly attested by Partner with the seal of the Firm.
3	The firm must consist of minimum 02 full time Chartered Accountants as partner of the Firm as on 31.08.2023.	The detailed particulars of the Partners with specific mention of the Fellowship/ Associate ship of each Partner with the copies of certificates of the concerned Institute, duly attested by a Partner with the seal of the Firm.
4	The firm should have a minimum annual turnover of Rs.50.00 lakhs in any one of preceding three financial years 2020-21, 2021-22 and 2022-23	A copy of audited financial statements for the said period to be enclosed.
5	The Head Office or branch office of the firm of Chartered Accountants must be situated in Chennai for which they are participating in tender as on 30.04.2023. In case the firm of Chartered Accountants is not having office in Tamil Nadu, the firm has to open office in the Chennai concerned within 10 days of issue of Letter of Acceptance.	1. The detailed address with Telephone/Mobile, Fax and E-mail address of the Registered Head Office of the Audit Firms along with its Branches in Chennai. (or) 2. Self – declaration of the Audit Firm stating that they will establish branch office in Chennai within 10 days from date of issue of LOA
6	If any tenderer is blacklisted by the Central Govt. or by the State Govt. to participate in the tender of Govt. companies or Corporation, those tenderers are prohibited from participating in the tender.	A self-declaration stating that the Tenderer is not blacklisted by the Central Govt. or State Govt. to participate in the tender of Govt. companies.
7	The Bidder must have a GST registration certificate.	Copy of self-attested valid certificates shall be enclosed.

**5) COST OF BIDDING:**

The Tenderer shall bear all costs associated with the preparation and submission of the tender and TANCEM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

**6) SUBMISSION OF EMD****i) EMD AMOUNT AND MODE OF SUBMISSION**

a) An EMD amount of Rs.15,000/- (Rupees Fifteen thousand only) should be paid only through Demand Draft in favour of **Tamil Nadu Cements Corporation Limited** or by means of E-Remittance to the following bank account.

➤ **BANK DETAILS FOR REMITTING EMD:**

Account Name : TAMIL NADU CEMENTS CORPORATION LIMITED  
Bank name : STATE BANK OF INDIA  
Account no. : 10404415107  
IFSC Code : SBIN0009930  
Branch : INDUSTRIAL FINANCE BRANCH,  
CHETPET, CHENNAI – 600 031.

b) Tenders without EMD amount will be rejected by TANCEM as non-responsive.

c) The EMD amount will not earn any interest thereof.

d) The EMD amount of the unsuccessful Tenderers will be returned within a reasonable time after finalisation of tender and issue of work order to the successful tenderer without any interest.

e) The EMD amount shall be forfeited:

- If a Tenderer withdraws the bid during the period of bid validity specified in the tender.
- if the Successful Tenderer:
  - ❖ fails to sign the contract within the stipulated period
  - ❖ fails to remit the Security Deposit within the stipulated period
  - ❖ if the rates are revised / modified during the period
  - ❖ if the orders are not executed after acceptance of offer
  - ❖ if performance is not found satisfactory.

**7. SUBMISSION OF TENDER:**

**Two-cover online system should be uploaded in Online Portal:**

**7.1 GENERAL INSTRUCTIONS:**

- a. The tender proposes two stage tender system viz. (PART A) Technical Bid and (PART B) Price Bid. The first stage enables TANCEM to know whether the Tenderer is technically competent and capable of executing the Work. Only those who qualify in the first stage would be eligible to take part in the second stage viz. Price Bid. The Price Bid of Tenderers who failed in the first stage will not be opened.
- b. Both the Technical and Price Bids should be submitted in Online Portal <https://tntenders.gov.in>
- c. In Technical Bid – Documents listed in the Clause no 7.2 shall be enclosed.
- d. In Price Bid – The firm rates alone are to be quoted in the Price Bid - BOQ (Excel Format) and to be uploaded online. GST, if any, to be shown separately as indicated in the price bid.

**7.2 Details to be uploaded in the Technical Bid:**

- a. Seal and signed tender document in all the pages along with annexures and amendments if any to be uploaded.
- b. Profile of the Bidding Organization as per Annexure-I.
- c. Representative's photo affixed to the Authorization Letter as per Annexure-III and it should be from the competent authority of the bidder to deal with this Tender. Documents received without such authorisation will not be considered for further processing.

- d. Certificate of Conformity as per Annexure- IV from the Tenderer stating that all the terms and conditions of the tender have been fulfilled.
- e. The tenderer shall furnish as part of the bid, documents establishing the tenderers' eligibility to perform the contract.
- f. All the required documents for Eligibility Criteria and other documents wherever insisted in the tender.
- g. The Tenderer should have the financial, technical capability necessary to perform the contract. The Documentary evidence of the tenderer's qualification shall be established to the satisfaction of TANCEM.

### **7.3 DETAILS TO BE UPLOADED IN PRICE BID:**

- a) Firm Prices must be quoted only in the PRICE BID (excel format) and to be uploaded online.
- b) The Bidder should quote their rates as lump sum for 501 godowns in all the districts.
- c) As a proof of uploading, the tenderer should ensure that besides the acknowledgement received in the Online Portal, SMS alert is also received in their registered mobile number.
- c) In case of any issues in uploading the price bid the bidder may contact TANCEM corporate office before 24 Hrs.

### **7.4 SIGNING OF BIDS:**

- a. The bids shall be signed by the Tenderer or a person or persons duly authorised by Specific Power of Attorney (SPA) to bind the Tenderer to the Contract. Tenderers/Authorised persons of SPA are requested to sign each and every page of the tender document including Annexure(s) / Amendments attached thereto from wrapper to the last page of the tender document. In case of unsigned tender document submitted then it would be rejected.
- b. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorised to sign the bid. Tender documents should be free from over writing.

### **7.5 MODE OF SUBMISSION:**

All the documents are to be uploaded in the Online Portal only. Website <https://tntenders.gov.in>.

- 1. Part A – Technical Bid
- 2. Part B – Price Bid

### **8. PERIOD OF VALIDITY OF BIDS**

- a) The rate quoted should be valid for a minimum period for 90 days for acceptance from the due date. During the validity period, no tenderer is permitted to make any upward revision in the rate. Further no tenderer is permitted to withdraw their offer within the validity period of the tender or before finalisation of Tender.
- b) In exceptional circumstances, TANCEM may solicit the tenderer's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses there to shall be made in writing

### **9. OPENING OF e-TENDER:**

- a) The Tenders will be opened at the prescribed date and time in the presence of Tenderers or their representatives who choose to be present. The representatives of Tenderers must bring the authorisation letter from the bidding firms for attending



the e-Tender opening. Not more than one representative for each Tenderer would be allowed to take part during the bid opening process.

- b) Technical Bid would be opened first on the due date and time. Eligibility Criteria such as compliance with pre-qualification conditions will be checked. The supporting documents would be cross checked wherever required.
- c) Only the Technical Bid will be opened on the due date.
- d) The date and time of opening of the Price Bid will be communicated through email/post.
- e) Tenders non-compliant with any of the tender terms will not be considered for the next stage i.e. for opening of the Price Bid.

#### **10. e-TENDER EVALUATION CRITERIA**

The evaluation of e-Tenders will be done by TANCEM as detailed below:

##### **i) Technical Bid Evaluation.**

Tenderers will be eligible for further processing, only if they fulfil the following criteria:

- a) Enclosing the tender document, Annexure, Amendments if any duly signed by affixing seal in all the pages.
- b) Compliance with the Eligibility Criteria indicated in Clause no 4.
- c) The Tenders which do not conform to the Tender conditions or Tenders without adequate capabilities shall be rejected. The eligible bidders alone will be considered for further evaluation.
- d) If any of the Tenderer has been blacklisted by the Central Govt / state Govt to participate in the Tender of Government departments or corporation, their tenders will not be considered for evaluation. In case after award of Tender, the successful bidder is found to be blacklisted / banned, their contract will be terminated besides necessary action deems fit.
- e) TANCEM at its discretion may obtain bonafide clarification/additional details / documents from the bidders, if it is required for the purpose of evaluation. In case the bidder has not furnished the required clarification/documents with in the stipulated period their bid will not be considered further.

#### **11. PRICING TERMS:**

The bidder has to quote the lumpsum amount to carry out the work as per scope of work. The quoted fee should be all inclusive of professional fee, travelling expenses, accommodation and all other associated costs for reconciliation of accounts from 05.01.2015 to 31.03.2018 for 501 godowns in all districts in Tamil Nadu. The bidder should not entitled to reimburse any amount whatsoever from TANCEM apart from the quoted amount. No price escalation will be given during the contract period. The bidders are requested to understand the scope of work before quoting.

#### **12. Opening of Price Bid:**

The technically qualified Tenderers alone will be informed about the date and time of opening of the Price Bid through mail/post and their Price Bids alone will be opened on the date and time in the presence of the Tenderers or their authorized representatives who choose to be present.

#### **13. Price Bid Evaluation:**

The bidder should quote their rate only in the Price bid (excel) and to be uploaded online.

- 13.1 It is the responsibility of the Bidder to quote their rates carefully in the respective column of the Price Bid (excel) i.e., Basic rate in the designated cell. The lowest rate will be arrived only based on the total inclusive of GST.
- 13.2 The total rates in Price Bid (excel) will be considered as all inclusive rates even if the bidder has not quoted the correct GST rate / left blank in the respective column of the Price Bid (excel). It is the responsibility of the Bidder to quote the correct GST rate.
- 13.3 In case of any arithmetical errors in the totaling, unit rate remains final and it will be considered for evaluation.

**13.5 Determination of the lowest evaluated price:**

In determining the lowest evaluated price, the following factors will be considered in accordance with the Tamil Nadu Transparency in Tenders Act, 1998 and Rules 2000.

- a. The L<sub>1</sub> rate will be arrived lowest rate quoted as lump sum including GST for reconciliation of accounts from 05.01.2015 to 31.03.2018 for 501 godowns at all districts in Tamil Nadu.
- b. The results in BOQ chart online is an automated result which is not final. The L1 will be arrived strictly as per the above procedure

**14. NEGOTIATION:**

TANCEM reserves the right to negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of rates. TANCEM also reserves the right to negotiate with other Bidders to match the negotiated L1 price strictly according to the Tamil Nadu Transparency in Tenders Rules 2000.

**15. SPECIAL TERMS**

- a. In case any Successful Bidder fails to submit reports in time, TANCEM reserves the right to place orders with the other successful firms.
- b. TANCEM reserves the right to cancel/amend the tender at any point of time without assigning/stating the reasons thereof.

**16. ACCEPTANCE OF TENDER:**

- a) The final acceptance of the Tender is entirely vested with TANCEM, which reserves the right to accept or reject any or all of the Tenders in full or in part.
- b) After acceptance of the Tender, the Tenderer shall have no right to withdraw his Tender or claim higher price. TANCEM may also reject all the Tenders for reasons such as changes in the scope of work, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- c) After acceptance of the Tender, TANCEM would issue orders only to the Successful Tenderer (s). TANCEM also reserves right to engage more than one firm under this Tender. Final decision in the proportion is entirely vested with TANCEM.

- d) The invitation of Bids, the terms and conditions of Tender, Offer of the Tenderer and Letter of Acceptance issued by TANCEM along with any amendment issued to prior to finalization of Contract shall constitute a Contract between the Tenderer and TANCEM.

### **17) PAYMENT OF SECURITY DEPOSIT (SD)**

- a. The successful Tenderers will be required to remit the Security Deposit equivalent to 5% (five percent) of the contract value including GST in the form of Demand Draft / E-Remittance / Unconditional Irrevocable Bank Guarantee for a period of not less than **12** months, after adjusting the Earnest Money Deposit. The SD amount will be clearly indicated in the LOA issued to the Successful Tenderer(s). The payment of Security Deposit/submitting the Bank Guarantee should be made within 7 days from the date of Letter of Acceptance (LOA). The security deposit will not bear any interest.
- b. TANCEM reserves the right to adjust the Security Deposit towards any amount due to it from the successful tenderer and in such an event the successful tenderer on receipt of information from TANCEM shall make further deposit to restore the Security Deposit to the full amount.
- c. The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of TANCEM if the successful tenderer fail to fulfil his contractual obligations. This will be in addition to TANCEM's right to make alternative arrangement at the risk and cost of the defaulted tenderer.

### **18) EXECUTION OF AGREEMENT**

- a) The successful Tenderers shall execute a Contract Agreement in the Rs.100 non-judicial stamp paper in the name of the Bidder, within 7 days from the date of LOA.
- b) The Successful Tenderer shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or Body Corporate for the execution of the contract or any part thereof.
- c) In case of the successful bidder fails to execute necessary agreement as prescribed, within the stipulated period, then EMD will be forfeited and their tender will be held as non-responsive.

### **19) WORK ORDER**

- a) After payment of Security Deposit (within 7 days from the date of LOA) and successful execution of the Agreement, **Firm Work Order** for execution of work will be issued to the successful Tenderer by TANCEM.
- b) The contract period of work shall commence from the date of LOA issued.
- c) The work should be completed as per the time schedule mentioned in the Work Order/ Delivery schedule/ as and when instructed by the officials at Registered Office.

**20. PAYMENT TERMS:**

- a) No advance payment will be made or no letter of credit will be opened at any time.
- b) 100% Payment shall be made against invoice within 15 days from the date of submission of bills after submission of report.
- c) The bills presented shall be substantiated with the acknowledgements issued by the Head of Amma Cement Supply Scheme along with satisfactory completion certificate.
- d) It is the duty of contractor to ensure timely remittance of GST, and proper filing of GST returns. Any loss to TANCEM due to failure on the above loss amount will be recovered from the bills / SD from the Contractor.
- e) TDS under Income Tax and GST Act will be deducted at the applicable rates.

**21. BILLING**

The Successful Tenderer shall submit the invoice in the name of "Joint Director, Amma Cement Supply Scheme, Tamil Nadu Cements Corporation Limited, Chennai-35." GST No: 33AABCT1819J1ZH.

**22. SCOPE AND OBJECTIVES OF WORK BUT NOT LIMITED TO:**

The terms and conditions for conducting Audit for reconciliation of collections vide DD is as under:

**(A) COMPOSITION OF AUDIT TEAM**

The Audit team should consist of one qualified and four semi-qualified assistants for auditing.

22.1 The data relevant to reconciliation will be provided by TANCEM, the successful tenderer may visit the district godowns, if necessary.

22.2 The firm should consist minimum four semi-qualified assistants {CA(Inter)/CMA(Inter) CS(Inter) M.Com MBA}.

22.3 The Audit Team Members should carry Photo, ID issued by the Audit Firm during visit of godowns.

22.4 The Audit Team will conduct the audit as per Manual, rules & regulations, guidelines, instructions, delegation of power, etc. and in consultation with the concerned officials of Registered office.

**(B) GENERAL TERMS AND CONDITIONS:-**

22.5 The auditor has to submit the results of Audit, year wise, godown wise and district wise .

22.6 District wise godown wise reconciliation of demand draft collection for the period 2014-15 to 2017-18 which is to be completed within four months from the date of audit.

- 22.7 The DD deposit details godown wise and Bank statement month wise will be provided by TANCEM- Amma cement section for audit in Soft copy. There are 38 districts and 501 godowns records to be audited. The quantity supplied to each godown will also be provided in soft copy.
- 22.8 Verification of all documents/records/registers maintained by the godown at districts if required may also be called for reconciliation of demand draft collection for the period 2014-15 to 2017-18 and ensure the up-dation of the same. In case of any deficiencies, report the same.
- 22.9 Verification and reporting of any cash loss during reconciliation may be clearly reported to TANCEM-Amma cement.
- 22.10 Verification of cash deposited/ DD deposited in the bank with Pay-in-Slips provided by the godowns as Bank Statement provided by TANCEM-Amma cement. Any shortage to be reported through Audit Report. Status of DD return should also be reported.
- 22.11 Submission of year wise Interim Audit Report in prescribed format after two months of audit.
- 22.12 Final 100% accuracy report shall be submitted at the end of fourth month from the date of audit.
- 22.13 Submission of any other information, report, document, certificate etc. as per instruction issued by TANCEM.
- 22.14 Any other work as assigned by the TANCEM- Amma cement officials related to audit of reconciliation of demand draft collection for the period 2014-15 to 2017-18
- 22.15 The firm should not sub-contract the audit work assigned to any outside firm or other persons even though such persons are qualified chartered accountants.
- 22.16 If the progress / performance of the Audit Team is not satisfactory, the management reserves the right to terminate the appointment of the firm with prior notice of one month.
- 22.17 The appointment of the Audit Firm will be for four months at the first instance (the period starting from the date of appointment or as specified letter). The period can be further increased at same rate if agreed by both parties.

**(C) OBJECTIVES OF AUDIT:**

Objectives proposed to be achieved through Audit broadly are as under:-

- 22.18 To find out the amount pending from the godowns and enable TANCEM to receive the same.
- 22.19 To report the data unable to reconcile, if any, due to the lack of coordination from godowns and incomplete data provided by the bank.
- 22.20 To submit DD wise, godown wise, year wise detailed reconciliation report to TANCEM.

**23. LIQUIDATED DAMAGES:**

Any delay over the scheduled dates in the submission of audit reports shall be liable for deduction of amount @ 0.5% per week from the total due payment to the firm. The decision of TANCEM in this regard shall be final.

**24. PENALTY:**

TANCEM reserves the right to cancel the order and entrust the work order to another tenderer if the work is not commenced within 7 days from the day of issue of LOA.

**24.1 FORFEITURE OF EMD/SD:**

- I. If the successful tenderer fails to act according to the Tender conditions their SD will be forfeited or withdraws the offer after their tender is accepted, their EMD will be forfeited.
- II. If the selected Tenderer(s) fails to remit the SD within 7 days from the date of LOA, the EMD remitted by him will be forfeited and their Tender will be held void. TANCEM will have the right to divert the order to other tenderers.

**24.2 VIOLATION IN TERMS AND CONDITIONS:**

For any other violations in the terms and conditions, besides banning the business dealings with Government, recovery of additional cost plus 100% penalty and forfeiture of Security Deposit amount shall be imposed.

**25. DISPUTES & ARBITRATION**

- a. In respect of all the tender conditions, the decision of TANCEM shall be final and binding. All matters relating to any dispute which may arise during the execution of the contract shall be referred to the Managing Director, TANCEM for an amicable settlement. In the case of failure, the procedure in Clause 19 (b) shall be followed.
- b. In case of a dispute or difference arising between TANCEM and firm, relating to any matter arising out of or connected with this contract, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996 & 2021 as amended from time to time. The dispute shall be referred to an Arbitrator, who shall be chosen by the contractor from a list of three arbitrators furnished by TANCEM. The decision of the Arbitrator shall be final and binding on both the parties.
- c. Arbitration proceedings shall be held at Chennai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d. The provisions of Indian Arbitration and Conciliation Act, 1996 & 2021 as amended from time to time and the rules made there under and any statutory modification thereof shall be deemed to be part of this contract.

**25.JURISDICTION**

Subject to the above Clause, it is hereby agreed that Courts at Chennai City have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Tamil Nadu in force.

**ANNEXURE-I****PROFILE OF THE BIDDING ORGANISATION**

The Bidder shall furnish the following details without fail:

Name of the Organization	
Nature of the Organization: PSU/Public Ltd/Private Ltd	
Year of Incorporation (enclose copy of Certificate of incorporation)	
Address of the Registered Office:   Phone: email address:	
GST registration number, PAN Number:	
Address of the Registered Office with  Phone: email: address:	
Name & designation of an authorized officer at Bidder's office to whom reference shall be made for expeditious technical co-ordination in the event of placement of offer.	
Any additional relevant documents may be enclosed.	

Note: The Bidder must upload documentary proof for the above details without fail.

I/we hereby declare that the details furnished above are true and correct to the best of my knowledge. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/we am/are aware that I/we may be held liable for it.

Signature of the Tenderer or authorized person with office seal

Place:

Date:



**ANNEXURE – II**  
**NON BLACKLIST DECLARATION**

Certified that M/s...../ the firm / company / Agency have not been blacklisted / banned by any Government Organization of the States / Central or Union territories as on date of submission of tenders.

Signature

Note:

This certificate has to be signed by Head Office of the Tenderer or by the Statutory Auditors.

**ANNEXURE – III  
AUTHORISATION LETTER**

To

The General Manager (Mkg)  
Tamil Nadu Cements Corporation Limited,  
Aavin Illam, 5<sup>th</sup> Floor,  
Nandanam,  
Chennai-600 035.

Sir,

We hereby authorise \_\_\_\_\_ to submit a Bid on our behalf and subsequently negotiate with TANCEM against Tender Ref. TANCEM/L.T.No. /2023-24/ Appointment of Audit Firms - ACSS, Dt.\_\_.\_\_.2023 due on \_\_.\_\_.2023. We understand that this Authorization letter is only for the purpose of enabling the authorized person to sign the Tender Document for submission and subsequently negotiate with TANCEM on behalf of the Tenderer and that TANCEM will enter into a Contract only with the Tenderer.

(Signature for and on behalf of the bidder)

Signature of the Authorised person:

Attestation  
(Signature for and on behalf of the bidder)

Place:

Date:

**ANNEXURE - IV**

**CERTIFICATE OF CONFORMITY**

Certified that offer is in total conformity with tender terms and specification without any deviation, whatsoever.

SIGNATURE OF THE TENDERER :

FULL NAME :

DESIGNATION :

SEAL OF COMPANY :

**Annexure - V****PART – B - PRICE BID**

District Name	Amount to be quoted in Rs. (Excl. GST)	GST in %	Total amount in Rs. (incl. GST)
Lump sum amount to carryout reconciliation of Collections for the period 05.01.2015 to 31.03.2018 for 501 godowns at all districts in Tamil Nadu.	PRICE QUOTED ONLY IN PRICE BID – BOQ (EXCEL)		

I/We declare that the premium quoted in the price bid (BOQ) Excel shall remain constant during the contract period.

**SEAL AND SIGNATURE OF THE TENDERER**