

TANCEM/ LT No/29/2024-25/ Appt. Auditor for Internal Audit for the FY 2025-26,
Dt.15.02.2025

E-Tender for appointment of Internal Auditor for the Financial Year 2025-26 for TANCEM

TANCEM/ LT No/29/2024-25/ Appt. Auditor for Internal Audit for the FY 2025-26
Dt.15.02.2025



TAMIL NADU CEMENTS CORPORATION LIMITED,
(An Undertaking of the Government of Tamil Nadu),
No.3A, Aavin Illam, 5th Floor,
Pasumpon Muthuramalingam Salai,
Nandanam, Chennai – 600 035.
Tamil Nadu, India
Phone: +91-44-28525461/71
Website: <https://tntenders.gov.in>
e-mail: tancemmaterials@gmail.com

Details of the Tenderer	
Name:	
Address:	

SCHEDULE OF e-TENDER (SOT)

TANCEM Tender Specification No.	TENDER Ref: TANCEM/ LT No/29/2024-25/ Appt. Auditor for Internal Audit for the FY 2025-26 Dt.15.02.2025
Mode Of Tender	e-Procurement System (Part I – Technical Bid and Part II – Price Bid) through Online https://tntenders.gov.in
e-Tender No	TANCEM/ LT No/29/2024-25
Date of Notice of Inviting Tender (NIT) available to parties to download	15.02.2025
Tender Document Cost	The Tender document can be downloaded free of cost from the website https://tntenders.gov.in
Clarification of documents & Specification	Refer Clause 3
Date of Starting of e-Tender for submission of online Technical Bid and Price Bid	15.02.2025
Date of Closing of e-Tender for submission of online Technical Bid and Price Bid	Upto 12.00 Noon at 21.02.2025
Date & Time of Opening of Technical Bid (Part-I)	At 2.00 P.M. at 21.02.2025
Date & Time of Opening of Price Bid (Part-II)	Will be Informed in Online Portal and by Post / e-mail
Validity of Bid	Refer Clause 13

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ACRONYMS USED IN THE TENDER DOCUMENT

TANCEM	Tamil Nadu Cements Corporation Limited
DD	Demand Draft
SD	Security Deposit
NEFT	National Electronic Fund Transfer
RTGS	Real Time Gross Settlement
BG	Bank Guarantee
LOA	Letter of Acceptance
TDS	Tax Deducted at Source
GST	Goods and Service Tax
ERP	TANCEM's Enterprise Resource Planning
TNA (S)	Tamil Nadu Asbestos Sheet, Alangulam
SWPF	Stoneware Pipe Factory, Vridhachalam
1 MTPA plant	1 Million Tonne Per Annum Plant at Ariyalur
0.5 MTPA	0.5 Million Tonne Per Annum Plant at Ariyalur

PART – A
TECHNICAL BID

1 PREAMBLE OF TENDER

Tamil Nadu Cements Corporation Limited (TANCEM), a Government of Tamil Nadu Undertaking, is having three Cement Plants, two at Ariyalur in Ariyalur District with a total production capacity of 15 lakh tons per annum and another Cement Plant at Alangulam in Virudhunagar District with a production capacity 2 lakhs tons per annum. TANCEM has a Asbestos Sheet Plant at Alangulam Stoneware Pipe Factory at Virudhachalam.

For and on behalf of TANCEM, the General Manager (Marketing)/DRO invites the prospective bidders for Appointment of Internal Auditor for the financial year 2025-26.

Short Titles used in the Tender Document:

1	Tenderer	Tenderer means the party who makes a formal offer in pursuance of the Tender floated.
2	Successful Tenderer	Successful Tenderer means the bidder who becomes successful through the Tender process.
3	Day	A day means a calendar day

2 SALIENT FEATURES OF THE TENDER

TANCEM/ LT No/29/2024-25/ Appt. Auditor for Internal Audit for the FY 2025-26 Dt.15.02.2025		
1	Tender inviting Authority, Designation and Address	The General Manager (Marketing)/DRO, Tamil Nadu Cements Corporation Limited, No.3A, Aavin Illam, 5 th Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035. Tamil Nadu, India
2	a)Name of the Work	Appointment of Internal Auditor for Financial year 2025-26 of TANCEM (Ariyalur 1 MTPA plant, Ariyalur 0.5 MTPA plant, Alangulam, SWPF - Virudhachalam, TNA Sheet - Alangulam and Registered Office, Chennai)
	b)Tender reference	TANCEM/ LT No/29/2024-25/ Appt. Auditor for Internal Audit for the FY 2025-26 Dt.15.02.2025
	c)Places of verification	Ariyalur 1 MTPA plant, Ariyalur 0.5 MTPA plant, Alangulam, SWP, TNA Sheet and Registered Office, Chennai
	d)Contract period	1 Year (FY 2025-26) from the date of issue of Letter of Acceptance and extendable by TANCEM at its sole discretion if any the Govt of Tamilnadu Vide Lr.No.62/DD(k)/BPE/92, dt.13.05.1992.
3	Tender documents available in	https://tntenders.gov.in
4	Due Date, Time for submission of Tender	Up to 12.00 Noon on 21.02.2025
5	Date, Time and Opening of Technical Bid	On 21.02.2025 at 02.00 pm at No.3A, Aavin Illam, 5 th Floor, Pasumpon Muthuramalingam Salai, Nandanam, Chennai – 600 035

3) GENERAL INSTRUCTIONS

3.1 The bidders 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 bidders 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 www.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 bidder of the tender to follow the designated site for any such changes in the tender conditions.

- b) Also, amendment to the tender may be given in response to clarifications by prospective bidders solely at the discretion of TANCEM.
- c) 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 bidders 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 bidders 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 bidder as well as all correspondence and documents relating to the bid shall be in English language only.
- ii. Bidder 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 bidder 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)/DRO,
Tamil Nadu Cements Corporation Limited,
Aavin Illam, 5th Floor,
No.3A, Pasumpon Muthuramalingam Salai,
Chennai – 600 035.**

Phone: +91-44-28525461/71,

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

Email: tancemmaterials@gmail.com

4. ELIGIBILITY CRITERIA

TECHNICAL ELIGIBILITY CRITERIA:-

The bidder(s) should meet the following Eligibility Criteria for participating in the tender and the proof for the Eligibility should be furnished along with the Technical Bid failing which their offer will be rejected. **Consortium /JV companies shall not be permitted.**

Sl. No	Minimum Eligibility Criteria	Marks	Proof to be submitted for fulfilling the Eligibility
1	<p>The Bidder should be a Chartered Firm/LLP of Chartered Accountants registered in Tamil Nadu having an experience of 10 (Ten) years. The experience will be considered from the date of Registration of CA Firm with ICAI.</p> <p>Minimum marks for 10 years' experience will be 05. For each additional year experience, 1(one) additional mark will be awarded subject to maximum of 10 marks.</p>	10	Certified copy of CA Partnership Firm Registration/LLP with Institute of Chartered Accountants of India.
2	<p>CA Firm shall have following experience:</p> <p>Having Experience of Internal audits for minimum 08 different companies registered under Companies Act, who were having turnover of Rs.100 crore or more in the last three years.</p> <p>Any type of bank /Tax/Concurrent/ Special Audit experience or any consultancy work experience will not be considered.</p> <p>Marks for minimum 08 Audit works will be 20. For each additional audit experience, 1(one) additional mark will be awarded subject to maximum of 40 marks.</p>	40	<p>Copy of award letter issued by the Companies must be submitted in technical bid.</p> <p>A Summary list of Audit Experience may also be provided as per FORMAT.</p>
3	<p>The Bidder should have minimum 03 (three) full time qualified CA's as Partners out of which at least 1 (One) should have at least 10 years' experience.</p>		List of the partners along with the resume giving the brief details of relevant experience and the membership number.

	(Experience of both past and present firm will be considered while calculating the experience of Partner). Minimum marks for the criteria will be 10. For each additional partner, 1 additional mark will be awarded subject to maximum of 15 marks.	15	Experience of Partner other than the present firm shall be indicated separately.
4	Minimum 03 (Three) paid semi-qualified CA's shall be on pay roll of the CA/ LLP Firm presently. Minimum marks for the criteria will be 05. For each additional paid Inter qualified Chartered Accountant, one additional mark will be awarded subject to maximum of 15 marks.	15	List of paid semi-qualified CAS' must be provided with other Bid document.
5	The CA Firm/bidder should have minimum average turnover of Rs.50 lakhs during last three financial years i.e. 2020-21, 2021-22 and 2022-23. Minimum marks for the criteria will be 8.For each additional Rs.1 (one) crore turnover, one (01) additional mark will be awarded subject to maximum of 15 marks.	15	Audited Balance Sheet & Profit and Loss Account duly certified along with Income Tax Return
6	The firm should have minimum 5 (Five) nos. of Audit Experience in ERP or SAP based accounting system. Marks for fulfilling the criteria will be 5.	05	Self-Undertaking of CA Firm with detail of Client and period when audit was done provided with tender document
	Total Marks	100	
	Other criteria's		
1	The bidder should not have been barred/ black listed/ disqualified by TANCEM/any regulators/ statutory body in India in last five years.		Self-declaration

4.1 **CONSTITUTION OF FIRMS**

- a) In case of a Partnership firm, the Partnership Deed should have been entered into and **registered before the date of publishing this Tender Notice**. A copy of the Partnership Deed should be enclosed along with the tender. **Original should be produced for verification.**
- b) When a new partner is introduced during the currency of the contract, prior consent in writing from TANCEM has to be obtained and the new partner has to furnish an Undertaking to perform the contract and accept all the terms and conditions of the tender.
- c) On the death or retirement of any partner of the firm during the currency of the contract, TANCEM may at its option, cancel the contract and in such case, the contractor has no claim or compensation whatsoever against TANCEM. In case of changes in constitution of firm, a new Agreement entered into and registered has to be furnished immediately.
- d) In case of a proprietorship firm, if the proprietor dies during the currency of the contract, TANCEM has option to terminate the contract without any compensation. In the event of re-constitution of firm, the same should be approved by TANCEM and till such time, operation of transport will be put under suspension.

5. PERIOD OF CONTRACT

- 5.1. The contract covered by this tender shall be valid for a period of 1 year (FY 2025-26).
- 5.2. TANCEM reserves the right at its sole discretion to reappoint and extend the period for the subsequent year, if any the Govt of Tamilnadu Vide Lr.No.62/DD(k)/BPE/92, dt.13.05.1992.
- 5.3. The Successful Bidder does not reserve any right to refuse for the cancellation of order if any issued by TANCEM in accordance with clause 5.2 with recovering any additional cost / loss / damages incurred by TANCEM.

6. COMMENCEMENT OF WORK

- 6.1. The Selected bidders shall have to commence the verification immediately after issuance of Letter of Acceptance.
- 6.2. If there is any delay in commencement of Audit and completion of the Audit in Timely manner, TANCEM reserves right to terminate the contract.

7. SCOPE OF INTERNAL AUDITOR:

GENERAL

- 7.1 Internal Auditor will ensure that the accounts are maintained in prescribed formats, correctly and that rules, regulations and orders / directions issued by the Competent Authorities from time to time having financial bearings are observed by all wings /sections / departments.
- 7.2 Internal Auditor will scrutinize all transactions accounted for in the books with reference to the initial documents like Purchase Orders, Work Orders, Receipt Vouchers, Issue Indents, Cash Vouchers, Bank Vouchers, Pay Rolls, Sales Invoices, Bills of Contractors, Journal Entries etc and check the books of accounts like Cash Book, Bank Book, Journals, Ledgers, and Financial Accounts including the Schedules, Measurement Books, Agreement with the Sub contractor (s) and with the Project Authority (s).
- 7.3 Internal Auditors shall ensure that subsidiary books of accounts / prescribed registers viz Register of Work Orders, Register of Sub contractors, Incumbency Register, Imprest Register; Stationery Register etc are properly maintained at the Units/Corporate Office.
- 7.4 Internal Auditors shall have to touch all the points of audit scope and will report favorably or unfavorably, as the case may be.
- 7.5 The observation(s) made by Internal Auditors should be quantified in terms of number, as far as possible.
- 7.6 Internal Auditors will vet the compliance report(s) for the current year for remedial actions taken by the Corporate Office. Compliance report(s) will be sent by post by the respective C .O. to the Internal Auditors for vetting.

FINANCE & ACCOUNTS

- 7.7 Checking of Cash Book, safety of cash viz cash chest arrangement, duplicate key register and Insurance coverage.
- 7.8 To check whether payments were made based on the work order and the proper procedure has to be followed by units.
- 7.9 Physical verification of cash and certificate of actual cash in hand and cash as per cash book on the day of Internal Audit.
- 7.10 Internal Auditors will check that Cheques / Demand Drafts received are deposited immediately in bank account of the Corporation.

- 7.11 Internal Auditors will also check the calculations of terminal benefits paid/payable to the employees on leaving the services of the Corporation due to superannuation/VRS/expired.
- 7.12 Physical verification of FDRs held by the Units / Corporate Office in the name of the Corporation, giving full details viz FDR No., Bank / Branch, Amount, Rate of Interest, Period, Maturity Value and Maturity Date etc.
- 7.13 Compliance in respect applicability of central, state and local Laws / Acts viz Income Tax, GST act, EPF Act, Labour Act, Professional Tax etc. They shall keep the organization informed of any notification/Amendments relevant to the organization, so as to ensure compliance.
- 7.14 Internal Auditors will ensure that Accounting Standards issued by the ICAI are being complied with.
- 7.15 Physical verification of Stock, Fixed Assets shall be done in presence of the Internal Auditor & Physical Verification Report signed by Project Manager / Unit Manager duly countersigned by the Internal Auditor indicating reasons for excess/shortage, if any, should be submitted along with audit report.
- 7.16 Internal Auditor will see that the generally accepted accounting or commercial principles are not infringed in the allocation of expenditure between Capital and Revenue.
- 7.17 Ageing / classification of sundry debtors and sundry creditors will be reported. Confirmation of year end balances with DRDA and other government intimations, if any.
- 7.18 Reconciliation of Bank Accounts; entries outstanding/ un reconciled for the last three months will be reported.
- 7.19 Reconciliation of balances of Project Authorities, Sub-Contractors and Other Parties outstanding for many years in Sundry Debtors, Advances and Other Amounts, Mobilization Advance and interest there on.
- 7.20 Reconciliation of Inter Unit Accounts, Sundry Creditors, Advances and Other Liabilities.
- 7.21 Entries in the "Provisions for bad and doubtful debts" Account, reasons thereof and the dates of origination; List of write offs done from provisions, dates of authorizations from Corporate Office.
- 7.22 Bank Guarantee(s) issued in the financial year, contracts for which the guarantees were taken; costs incurred by TANCEM in issuing such bank

guarantees; invocation of such bank guarantees, if any, dates of authorization from Corporate Office.

7.23 Balance confirmation should be obtained from the Project Authorities / Debtors / Creditors at the year end.

7.24 Verification, identification and proper accounting of unusable scrap.

7.25 Compliance by the Unit / Corporate Office on the observations of Internal Audit Report(s)/ Statutory Audit Report(s) / Government Audit Report (s) for previous year(s).

7.26 Impairment of Fixed Assets.

CONTRACT, MARKETING & WORKS / TENDER DEPARTMENT

7.27 Internal Auditor will ensure that guidelines issued from Corporate Office including CVC guidelines are complied with for tendering process as well as issuance of work order.

7.28 Internal Auditors will check the procedures and practices followed in procurement of materials and services through e-tender and limited tender and compliance to Tender Transparency Act.

7.29 Internal Auditors will check the uniformity in the drafting of various clauses for incorporating them in the agreements i.e. clause for termination of agreements, jurisdiction area etc.

PERSONNEL & ADMINISTRATION

7.30 Internal Auditor will ensure that guidelines issued for fresh recruitment of employees have been strictly adhered to.

7.31 It should be seen that a history sheet is maintained for all the employees, entries of all events in the official career of employees are duly and promptly made in history sheet and attested by Competent Authority.

7.32 All rate charges reflecting promotions, reversion, grant of increments, etc. will be examined to see that they are processed in accordance with the rules applicable to them, approved by the competent authorities, entered in the prescribed records and that such entries are duly authenticated.

7.33 Internal Audit will report the amount lying in Material at Site (MAS) account of an employee for more than one year.

MECHANICAL & PROCUREMENT

7.34 It should be ensured that purchases are made in accordance with the rules and procedure laid down in Manual of Orders. The materials / items are purchased at competitive and reasonable rates after call of proper quotations.

Purchases of items of Tools, Plant & Machinery, Vehicles, Office Furniture and Office Equipment's will also be examined by the Internal Auditors.

- 7.35 It should be verified that a log book register in the prescribed form is maintained for each machine and transport vehicle. Entries in the log books in respect of machines should be verified with reference to the "working Hours statement". Consumption of POL's in the running of machines and vehicles should be checked with reference to provisions in the sanctioned job estimates.

INTERNAL AUDITORS HAS TO ENSURE BELOW LIST:

- 7.36 Following minimum man days are recommended per quarter (Total 4 Units) for getting the better results\reports of the Audit. Quarterly Reports need to be submitted for all the units. (i.e) Ariyalur - New Plant and Old Plant, Alangulam Plant and Corporate Office.

Sl. No	Particulars	No of Persons	No of Days per Quarter	Locations	Total Man Days per Quarter
		(A)	(B)	(C)	A*B*C=(D)
1	Senior Partner	1	1	4	4
2	Qualified - CA/CWA/CMA	1	2	4	8
3	Inter Qualified staff/Article Assistant	3	10	4	120

- 7.37 First and foremost role is to ensure and provide Independence assurance that the Company's all categories of risk management, governance and internal control process are operating effectively.
- 7.38 Provide an unbiased and objective view of the Company and evaluate and appraise the same to the MD, the Board of Directors and Audit Committee.
- 7.39 Audit should be carried out by engaging the qualified, skilled and experienced people who can work with the code of ethics and with accepted standards.
- 7.40 Assess the management of risk and assist management in improvement of internal controls.
- 7.41 Evaluate and improve the effectiveness of governance, risk management and control process and provide Directors of the Board and MD an independent, objective and constructive view with assurance that helps them to fulfill their duties to Company and the Government.
- 7.42 Report to management that important risks have been evaluated and highlighted where improvements are necessary and help the management

- and Board to demonstrate that they are managing the Company effectively on behalf of Government.
- 7.43 Work closely with line managers to review operations and then report their findings and give objective and unbiased opinions with Management.
 - 7.44 Act as a catalyst for improvement, so that the Company as a whole achieves its strategic activities.
 - 7.45 Typically responsible for investigating fraud, irregularities and other accounting related improprieties.
 - 7.46 Coordinate activities with Compliance, Legal , Security, IT, HR and other areas as deemed necessary to effectively conduct the investigation.
 - 7.47 Complete investigations on its own accord, at the request of the Board or MD.
 - 7.48 Support the Compliance Officer in investigating non-HR related hotline complaints.
 - 7.49 Examine and evaluate the Company's financial and information systems, management procedures, and internal controls to ensure that records are accurate and controls are adequate to protect against fraud and waste.
 - 7.50 Review company operations, evaluating the efficiency, effectiveness and recommend controls for Company's ERP, to ensure the reliability of the system and the integrity of the data.
 - 7.51 Ensure a system is in place which proves that all major risks of the Company are identified and analyzed, on an Quarterly / Half yearly and Annual basis and report to the management and Board.
 - 7.52 Plan, organize and carry out the internal audit function including the preparation of an audit plan which fulfills the responsibility of the department, scheduling and assigning work and estimating resource needs.
 - 7.53 Report to both the audit committee and management on the policies, programmed and activities of the department.
 - 7.54 Coordinate, coverage with the external auditors and ensure that each party is not only aware of the other's work but also well briefed on areas of concern
 - 7.55 Make recommendations on the systems and procedures being reviewed, report on the findings & recommendations and monitor management's response & implementation.
 - 7.56 Perform the full audit cycle including risk management and control management over operations' effectiveness, financial reliability and compliance with all applicable directives and regulations.

- 7.57 Obtain, analyses and evaluate accounting documentation, reports, data, flow charts etc.
- 7.58 Identify loopholes and recommend risk aversion measures and cost savings
- 7.59 Maintain open communication with management, audit committee and Board.
- 7.60 Prepare document process and audit findings memorandum.
- 7.61 Conduct follow up audits to monitor management's intervention. Engage to continuous knowledge development regarding sector's rules, regulations, best practices, tools, techniques and performance standards.
- 7.62 To conduct audit of accounts of the Company including Units, independently with all the objectives set forth as above on Quarterly basis and provide the Quarterly, Half yearly and Annual Audit reports by 15th of the subsequent month, so as to facilitate the Company to place the same before Audit Committee which would be compulsorily held. You are directed to attend all the Meetings of Audit Committee, Board and AGM/EGMs as per statutory requirement of the Act.
- 7.63 Submit the report mentioning whether the company has claimed Input Tax Credit properly under GST Act and other Acts.
- 7.64 Submit a report stating whether the company has made provision/ paid Advance Tax/ recovered and remitted TDS in time to the Income Tax department.
- 7.65 Verify the stock position of raw materials of all the units and reports whether proper accounting has been done and whether there is any shortfall in stocks between Books stock and physical stock and report on any obsolete/scrap which can be disposed.
- 7.66 The opening balances of the existing fixed assets should be verified from records such as the schedule of fixed assets, ledger or register balances maintained in ERP software.

8. General Terms & conditions

- 8.1 Firms are required to submit their detailed profile in the format enclosed in Annexure-I.
- 8.2 Firms fulfilling the minimum eligibility criteria and having the supporting documents as required as per Clause -4 are only eligible to quote.
- 8.3 **Assignment of Contract:** The bidder shall not assign the contract or any part thereof to anyone else.
- 8.4 **Obligations of the firm:**
 - a) The Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Firm

shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

b) The Firm and his Personnel shall not, disclose any proprietary or confidential information relating to the Services, this Contract, or the Client's business or operations without the prior written consent of the Client during the term.

8.5 Performance of the Firm:

a) In case of unsatisfactory performance of the assignment, considered by the Management, within the tenure of the contract for any reason thereof, the same shall be liable for penal action as decided by TANCEM Management.

b) In case of discontinuation by the Firm selected the additional cost (incidental/consequential) of engagement of fresh Audit Firm is to be borne by the defaulter Firm.

8.6 Submission of report:

Once the draft report is finalized from corporate office the final report should be submitted within 1 week of completion of assignment and the same should be addressed to Chief Financial Officer.

9. SUBMISSION OF e-TENDER

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

9.1 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 order. 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 11.2 shall be enclosed.
- d. In Price Bid – The service charge alone are to be quoted in the Excel Format and to be uploaded online. GST, if any, to be shown separately as indicated in the price bid.

9.2 Details to be uploaded in the Technical Bid:

- a. Seal and signed tender document including Annexures / Amendment if any in all the pages to be uploaded.
- b. The tenderer shall furnish as part of the bid, documents establishing the tenderers' eligibility to perform the contract.
- c. All the required documents for Eligibility Criteria clause 4 and other documents wherever insisted in the tender.
- d. The Tenderer should have the financial, and technical capability necessary to perform the contract. The Documentary evidence of the tenderer's qualification shall be established to the satisfaction of TANCEM.

9.3 DETAILS TO BE UPLOADED IN PRICE BID:

- a) Firm Prices must be quoted only in the PRICE BID in excel format and to be uploaded online.
- b) It is the responsibility of the Tenderer to quote the rates carefully as per the format in the Price Bid (excel). The Tenderer has to quote correct GST rate as applicable in the respective column of the price bid (excel).
- 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.

9.4 SIGNING OF BIDS:

- i. The bids shall be signed by the Tenderer or a person or persons duly authorized by Specific Power of Attorney (SPA) to bind the Tenderer to the Contract. Tenderers/Authorized 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 their bid would be rejected.
- ii. Any alterations, erasures shall be treated valid only if they are authenticated by full signature by the person or persons authorized to sign the bid. Tender documents should be free from over writing.

10. 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

11. Withdrawal of tenders before opening:

- a. No tender shall be allowed to withdraw the tenders after submitting the tender.
- b. The bidder may submit a modified tender before the last date for receipt of tender provided that where more than one tender is submitted by the same Tenderer; the lowest eligibility financial tender shall be considered for evaluation.

12. PERIOD OF VALIDITY OF BID

12.1 The price quoted should be valid for a period of 90 days for acceptance from the due date of submission of Tender. During the validity period, no bidder is permitted to make any upward revision in the rate. Further no bidder is permitted to withdraw their offer within the validity period of the tender or before finalisation of Tender.

12.2 In exceptional circumstances, TANCEM may solicit the bidder's consent for an extension of the period of validity totally not exceeding 180 days. The request and the responses thereto shall be made in writing.

13. DEVIATIONS

No deviation will be allowed from the tender terms and conditions as well as asset verification. Tenders with deviation will be summarily rejected. The tenderer has to submit a Certificate that the tender is in complete conformity with the tender terms and conditions.

14. PRICING TERMS:

The bidder has to quote the lumpsum amount to carry out the work as detailed in the clause – 7 and wherever insisted.

The quoted fee should be all inclusive of professional fee, traveling expenses, accommodation and all other associated cost. The bidder should not be entitled to reimburse any amount whatsoever from TANCEM apart from the quoted amount in the tender. No price escalation will be given during the contract period. The bidders are requested to understand the scope of work before quoting.

OPENING OF e-TENDERS

- 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 authorization letter from the bidding companies for attending the e-Tender opening. Not more than two representatives for each Tenderer would be allowed to take part during the bid opening process.
- b) Technical Bid would be opened first. 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.

15. e-TENDER EVALUATION CRITERIA

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

TECHNICAL BID EVALUATION:

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

- a) Enclosing the tender document, Annexures, Amendments duly signed by affixing seal in all the pages/Amendments if any.
- b) Compliance with the Eligibility Criteria indicated in Clause no 4.
- c) TANCEM at its discretion may seek 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 details requested within the stipulated time their bid will not be considered for further process.

16. OPENING OF PRICE BID:

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

17. PRICE BID EVALUATION:

- a) The fees to carry out the work must be quoted only in the Price Bid (Excel).
- b) In case any arithmetical errors in the totaling, the unit rate remain final and it was considered for evaluation.

18. SELECTION ELIGIBILITY CRITERIA FOR APPOINTMENT OF INTERNAL AUDITORS.

18.1 The names of technically qualified firms will be sent to mail for their consent. After incorporating mail consent /objection, if any, the financial bid of only those firms agreed by mail would be opened for final selection under QCBS model. Minimum Marks to be optioned for the bidder to be technically qualified for opening the price bid shall be 50 marks.

18.2 The final selection of the successful bidder from the technically qualified bidders (having consent of mail) will be done by considering the technical bid and financial bid by using the following criteria and weightage.

Criteria	Maximum Marks (weightage)	Method of allotting marks for Combined Score
Financial	30	The bidder with the lowest quote will be awarded 30 Marks and of the bidders will be awarded proportionately less marks. For example, if the lowest quotes Rs.60/-,the bidder quoting this price will get 30 marks. A bidder quoting Rs.100/- will get $(60/100) \times 30=18$ marks.
Technical	70	The bidder with the maximum technical score will be Awarded 70 marks and other bidders will be awarded proportionately less marks. For example, if, the highest technical scores 80, bidder having this will get 70 marks. Bidder having technical score of 70 will get $[70/80] \times 70=61.25$ marks.
Total	100	

NOTES:

- a) All marks will be rounded off upto 2 decimal places. The bidder getting the maximum combined score out of 100 will be selected as the successful bidder.
- b) In case of a tie, preference will be given to the bidder with higher financial score i.e. having quoted the lower fee. In case of a tie in financial as well as technical score, the TANCEM can award the assignment to any one of the bidders at its sole discretion.
- c) The Financial Bids of the technically qualified bidder shall be opened in the presence of their representatives, on a specified date and time and Venue, which will be intimated to the Technically Qualified bidders.

19. NEGOTIATION

TANCEM reserves the right to negotiate with the Tenderer whose offer is the lowest evaluated price for further reduction of price. TANCEM also reserves the right to negotiate with other tenderers to match the negotiated L1 price.

20. 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 by TANCEM, the Bidder shall have no right to withdraw his Tender or claim higher rate. The Tender Accepting Authority may also reject all the Tenders for reasons such as changes in the scope of procurement, lack of anticipated financial resources, court orders, accidents or calamities and other unforeseen circumstances.
- c) After acceptance of the Tender, TANCEM would issue Letter of Acceptance (LOA) only to the Successful Tenderer(s). After acceptance of the Tender, TANCEM would issue Letter of Acceptance (LOA) only to the Successful tenderer.
- d) The Contract period of 1 year (FY 2025-26) will be counted from the date of issue of the "Letter of Acceptance". After the issue of LOA the successful Tenderer shall have no right to withdraw his tender or claim higher price. 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 prior to signing of Contract shall constitute a Contract between the Tenderer and TANCEM.

21. EXECUTION OF AGREEMENT

- a) The successful bidders 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 bidder 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, his tender held as non-responsive.

22. WORK ORDER:

After payment of Security Deposit within 7 days from the date of LOA and successful execution of the Agreement, Firm Work Order will be issued to the successful bidder.

23.BILLING:

The Successful tenderer shall raise the bill for the work completed in the name of **"Tamil Nadu Cements Corporation Limited, Registered Office, Chennai – 600 035.**

GST No: 33AABCT1819J1ZH

24. PAYMENT TERMS

25.1 No advance payment will be made.

25.2 100% Payment will be made after the date of submission of bills upon submission of quarterly report to TANCEM.

25.3 The payment will be released to the bidder only if he report is certified by Accounts Department.

25. TERMINATION OF CONTRACT

a) In case of unsatisfactory performance/noncompliance of any of the provisions under the contract terms on Tenderer part, Tenderer shall be given 7 days notice by the Corporation Authorities for compliance of the same. Communication sent to the last known address will be regarded as a valid proof of sending such notice and is binding on bidder.

b) The Tenderer does not reserve any right to terminate the contract during the contract period.

26. TERMINATION FOR INSOLVENCY

TANCEM at any time terminate the contract by giving a written notice to the awarding firm, without compensation to the firm, if the firm becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

27. PENALTY:

TANCEM reserves the right to cancel the order partially or in full and entrust the work to another tenderer if the performance of the successful bidder is not satisfactory. The additional cost incurred if any would also be recovered from the firm. This would be without prejudice to the levy of Liquidated Damages Charges.

28. FORCE MAJEURE CONDITIONS

- i. Should any of the force majeure circumstances, namely Act of God, natural calamity, fire, epidemical sickness, pestilence, Government of India Policy, restrictions, any act / order of Government, strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Contractor / Principal Employer from wholly or partially carrying out his contractual obligations, the period stipulated for the performance of the contract shall be extended for as long as these circumstances prevail, provided that, in event of these circumstances continuing for more than one month, either party shall have right to refuse to fulfil its contractual obligations without title to indemnification of any losses it may thereby sustain.
- ii. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and termination of the circumstances preventing the performance of the contract.
- iii. A Certificate issued by the respective Chamber of Commerce in the Contractor or the Principal Employer Location shall be sufficient proof of the existence and duration of such circumstances.
- iv. The work shall be resumed immediately after the contingency/cies has / have ceased or otherwise determined and the Successful Tenderer's obligations shall continue to be in force for correspondingly extended period after the resumption of execution.

29. SERVICE OF NOTICE:

Any notice hereunder may be served on the Contractor by Registered Post at his last known address. Proof of issue of any such notice should be conclusive of the Contractor having been duly informed.

30. DISPUTES AND ARBITRATION

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 dispute shall be referred to the Award of three Arbitrators, one to be appointed by TANCEM and the other by the contractor. The two Arbitrators shall appoint an Arbitrator who will chair the arbitration proceedings. The decision of the Arbitrators shall be final and binding on both the parties. The provisions of the Indian Arbitration Act, 1996 and the Rules made there-under and any statutory modification thereof shall be deemed to form a part of contract.

31. 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 in connection with this contract agreement. The contract shall be governed by the Laws of Union of India/Government of Tamil Nadu in force.

32. INDEMNITY

- a. The bidder shall assume all Liabilities and keep the TANCEM wholly indemnified against any action or suits, claim, cost, damages, charges and expenses arising in relation to this contract.
- b. The bidder shall be fully responsible for complying with all the Acts, Regulations etc., in regard to its workmen and shall fully indemnify the TANCEM against any liability or action by the contractor's workmen and others.
- c. The bidder shall reimburse Without prejudice to any other provision, the firm shall keep the TANCEM fully indemnified against any action, claim or proceeding under the provision of any Act, Rules or regulations framed there under or order having the force of Law for anything done or committed by the contractor in contravention of such provisions or for infringement or violation thereof in the course of execution of this contract. If as a result of such claim or proceeding, the TANCEM is adjudged liable to pay any penalty or to pay any compensation, such liability will be solely responsible by the Contractor

33. FRAUD AND CORRUPTION

The TANCEM requires the firm to observe the highest standard of ethics during execution of contract. In pursuance of the policy, the TANCEM,

- a) Defines for the purpose of this provision, the terms set forth below as follows:
 - i) "Corrupt practice" means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - ii) "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
 - iii) "Collusive Practice" means a scheme or arrangement between two or more bidders, (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels.
 - iv) "Coercive Practice" means harming or threatening to harm directly or indirectly persons or their property to influence their participation in the procurement process or affect the execution of the contract.
- b) Will reject the bid of a tenderer if it determines that the bidder had directly or through an Agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- c) Will declare a bidder ineligible either indefinitely or for a stated period of time, to be awarded any contract by the TANCEM, if at any time it is learnt

that the bidder directly or through an agent had engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing any TANCEM financed contract.

ANNEXURE-I

PROFILE OF THE BIDDING ORGANISATION

The Bidder shall furnish the following details without fail:

Name of the Firm	
Nature of the Organization: PSU/Public Ltd/Private Ltd/Firm/Proprietorship	
Year of Incorporation (enclose copy of Certificate of incorporation)	
Address of the Registered Office with Phone: email address:	
GST registration number, PAN Number:	
Details of contact person and mobile number	
MSME If the tenderer falls under the category of MSME, furnish the copy of valid certificate	Yes/No

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
NO DEVIATION CERTIFICATE

Certified that the Offer is in total conformity with tender terms and specifications without any deviation, whatsoever.

Signature of the Bidder :

Full Name :

Designation :

Seal of Company :

ANNEXURE - III
NON BLACKLISTDECLARATION

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 of the Bidder (with seal and address

ANNEXURE –IV

MODEL LETTER OF ACCEPTANCE

Lr. No.

Dt.

From

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

To

Sir,

Sub: Tender Number , dt. For Appointment of internal auditor for the
financial year 2025-26– Reg.

Ref: Your tender dated and subsequent correspondences
resting with your letter dt.

This is to notify that your tender dated for appointment as
internal auditor for the Financial Year 2025-26 of TANCEM has been accepted
at the lumpsum amount of Rs.

With the issuance of this letter of acceptance the contract for the
above said service stand concluded.

Kindly note that failure to sign the agreement shall be construed as a
first cause to constitute a breach of contract.

Yours faithfully,

()
Signing for and
on behalf of TANCEM

ANNEXURE -V

(Model Form of Agreement)

(To be executed on a Rs.100/- non judicial stamp paper)

The Deed of Agreement made this day _____ of _____ 2023
between _____ represented by its _____ hereinafter
called the Contractor on the First Part

AND

Tamil Nadu Cements Corporation Limited, No.3A, Aavin Illam, 5th Floor, Pasumpon
Muthuramalingam Salai, Nandanam, Chennai – 600 035 represented by its Managing
Director, herein after called the employer on the Second Part.

The party of the Second Part has invited competitive offers for appointment of
auditors for internal audit for the financial year 2025-26. Upon successful bid, the
party of the First Part (M/s. _____) have agreed to carry out
the job of Internal Audit for the financial year 2025-26 lumpsum amount of Rs-----

Now both parties have agreed as follows:

- 1) This agreement having been signed by both the parties shall constitute a binding contract agreement between the parties and shall remain in force up to 3 months from the date of LOA and extendable by TANCEM at its sole discretion. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of the tender referred to.
- 2) The following documents shall be deemed to form and have been read and construed as part of this agreement viz.,
 - a) The tender ref: /2023-24, Dt.
 - b) Letter of Acceptance and Work order
 - c) The various terms and conditions mentioned in the tender document.
 - d) E-Mail/letter/all correspondences
 - e) Any extension order issued by TANCEM
- 3) Various clarifications during subsequent discussions.
- 4) Subject to the above, the courts at Chennai alone only shall have jurisdiction in the matter.

TANCEM/ LT No/29/2024-25/ Appt. Auditor for Internal Audit for the FY 2025-26,
Dt.15.02.2025

In Witness whereof the parties hereto have signed on the _____
day of _____ 2023 above written in the presence of

For and on behalf of the Employer

For and on behalf of the Contractor

M/s. (Tamilnadu Cements Corporation
Limited, Chennai.)

(M/s. _____)

WITNESSES:

- 1.
- 2.

WITNESSES:

- 1.
- 2.

ANNEXURE – VI
MODEL PRICE BID

Appointment of Internal Auditor for the Financial year 2025-26 for TANCEM

Sl. No.	Description	Rate in Rupees (lumpsum)
1.	Cost towards Appointment of Internal Auditor of TANCEM for the FY 2025-26	Rate Should be Quoted in the Price Bid online
2.	GST as applicable	
	Total Cost	

The rate quoted in the Price Bid BOQ (Excel file) online shall remain constant during the period of contract or any extended period and no other additional charges on any account will be claimed. The above rate is inclusive of all.

Signature of the Tenderer or authorised person with Date & office seal

Name :

Address:

Place:

Date:

Format (To be uploaded online)

SELF DECLARATION

I/We, name of the firm _____ declare that we have conducted following Internal audit works of Companies incorporated under Companies Act as per detail given below:

S. No.	Name of the company of which Internal audit has been completed	Financial year in which Internal Audit conducted

Authorizd Signatory
(Partner):
Name & Seal of
the Firm :
Date :
Place :