



जवाहरलाल नेहरु पत्तन प्राधिकरण JAWAHARLAL NEHRU PORT AUTHORITY

ISO 9001 : 2015
ISO 14001 : 2015
ISO 27001 : 2013
ISO 45001 : 2018

पत्तन कार्यालय : प्रशासन भवन, शेवा, नवी मुंबई - 400707. Port Office : Administration Bldg., Sheva, Navi Mumbai - 400 707.
मुख्य सतर्कता अधिकारी Chief Vigilance Officer - (022) 2724 4151 ; मुख्य महा प्रबंधक (प्रशासन) एवं सचिव Chief General Manager (Admn.) & Secy - (022) 2724 4021 ;
मुख्य महा प्रबंधक (यातायात) Chief General Manager (Traffic) - (022) 2724 4191; मुख्य महा प्रबंधक (यां. एवं वि. अ.) Chief General Manager (M&EE) - (022) 2724 4181 ;
मुख्य महा प्रबंधक (वित्त) Chief General Manager (Fin) - (022) 2724 4081; मुख्य महा प्रबंधक (प.यो.वि.) Chief General Manager (PP&D) - (022) 2724 4156
उप-संरक्षक Dy. Conservator (022) 2724 4171; हार्बर मास्टर (022) 2724 4173.
Website : www.jnport.gov.in • E-mail : info@jnport.gov.in

जनेप/वित्त/राजस्व कं.ट./नि.प्र.ह./JSW/Budget.Quote

दिनांक: 18.02.2025

Notice Inviting Quote

Background

The Concession Agreement was executed on 8th April 2024 between Jawaharlal Nehru Port Authority (JNPA) and JSW JNPT Liquid Bulk Terminal Private Limited (JLBT) for Equipping, Operation, Maintenance and Transfer of Additional Liquid Cargo Berths LB3 and LB4 at JN Port through Public Private Partnership (PPP) mode. The date of award of the Concession to M/s JLBT was determined as 22nd August 2024.

As per the Clause 9.2 of the Concession Agreement, Concessionaire shall pay to the Concessions Authority Royalty per month of INR 252/- (Foreign Cargo Royalty) per metric tons of Cargo handled on Monthly basis.

As per the clause 9.4 of the Concession Agreement, JNPA has the option to appoint another firm of Chartered Accountant duly licensed to practice in India and empaneled by CAG to conduct a special audit of the quantity (MT) of cargo / TEUs handled and the financial statements, documents, supporting evidences thereto and compliances as may be mandated by or arising out of the Concession Agreement and report to the Concessions Authority such information as may be desired by the Concessions Authority for any period and the quantity (MT) of Cargo / TEUs handled.

Scope of Work

The contract, to conduct a special Audit of M/s JLBT, will be for a period of 5 years starting from FY 2024-25 (from 22nd August 2024 to 31st March 2025), being the first year of operation, to FY 2028-29.

The special audit of M/s JLBT is to be conducted within the framework of Concession Agreement entered between JNPA and JLBT and other guiding documents issued from time to time by JNPA or Ministry of Shipping, Ports and Waterways or under the law and as applicable to M/s JLBT.

Additional Auditor will conduct the quarterly audit and submit the draft quarterly report. The timeline will be as follows.

Quarter	Based on	Draft Submission	Finalization
01 st Quarter (April to June)	Unaudited Accounts	31 st August	15 th Sept
02 nd Quarter (July to Sept)	Unaudited Accounts	30 th November	15 th December
03 rd Quarter (Oct to Dec)	Unaudited Accounts	28 th February	15 th March
04 th Quarter (Jan to Mar)	Unaudited Accounts	31 st May	15 th June
Final Report	Audited Accounts		31 st October

Detailed scope of work is as follows: -

- (1) To conduct special audit of the quantity (MT) of cargo / TEUs handled and the financial statements, documents and supporting evidences thereto. The scope will also include proper System review where Audit Report should comment in details on system used by M/s. JLBOT for Operational and/or Financial purpose. It should also confirm correctness and authenticity of System used for calculation of royalty. The audit will include verification of compliances with Concession Agreement, all supplementary agreements to the Concession Agreement, any other circulars / guidelines / directions issued by MINISTRY OF PORTS, SHIPPING AND WATERWAYS or under the law as applicable to the Concessionaire having bearing on the verification of royalty payment.
- (2) Special Audit will also cover the checking and verification of all compliances as specified in the Concession Agreement, it will include verification and reporting of timely submission of reports, unaudited accounts, access to Complaints received from Port Users and resolution thereon, etc.
- (3) Comprehensive checking and verification of the Escrow Agreement maintained as per the Concession Agreement. It includes –
 - Ensuring that all the below prescribed inflows and receipts are duly received in the Escrow Bank account.
 - (a) all monies received in relation to the Project from Banks, other lenders, shareholders and insurance companies;
 - (b) all Tariff and any other revenues from or in respect of the Project, including the proceeds of any rentals, deposits, capital receipts or insurance claims;
 - (c) all Tariff collected by the Concessions Authority in exercise of its rights under the Concession Agreement;
 - (d) all payments by the Concessions Authority, after deduction of any outstanding License Fee and Royalty; and
 - (e) Termination Payment
 - Ensuring that withdrawals / payments from the Escrow Account as specified below are appropriated in below order from the Escrow Bank account by depositing such amount in the relevant sub accounts for making due payments
 - (a) all taxes due and payable by the Concessionaire for and in respect of the Project;
 - (b) all construction/implementation expenses relating to the Project/Project Facilities and Services, subject to limits if any set out under the Financing Documents;
 - (c) all expenses related to operations and maintenance of the Project including License Fee, subject to the ceiling, if any, set forth in the Financing Documents;
 - (d) towards payment of Royalty to the Authority;
 - (e) towards its debt service obligations under the Financing Documents;
 - (f) towards payment of other sums payable to the Concessions Authority and liquidated damages, if any;
 - (g) towards any reserve requirements in accordance with the Financing Documents;
 - (h) balance, if any, in accordance with the instructions of the Concessionaire
 - Reconciliation between Main Escrow Account and various sub accounts
- (4) It will also include reporting to the Concessions Authority such information as may be desired by Concessions Authority for any period and the quantity (MT) of cargo / TEUs handled.
- (5) Any other checking or verification as may be directed by JNPA which is needed to ensure the compliance with the Concession Agreement provisions.

In the event that Quantity (MT) of cargo / TEUs handled by the Additional Auditor is higher than reported by the Statutory Auditor, the auditors shall meet to resolve such difference and if they are unable to resolve the same the concessionaire shall pay royalty on the quantity (MT) of Cargo / TEUs handled reported by the Additional Auditor.

Intent

JNPA intends to invite budgetary quotes from reputed Chartered Accountant firms for conduct of Special Audit for the period of 5 Years, kindly refer the above scope of work. The budgetary quotes are to be submitted in below format: -

Year	Period	Basic Amount (A)	Tax Amount (B)	Total (A + B)
2024-25	22nd August 2024 to 31st March 2025			
2025-26	01st April 2025 to 31st March 2026			
2026-27	01st April 2026 to 31st March 2027			
2027-28	01st April 2027 to 31st March 2028			
2028-29	01st April 2028 to 31st March 2029			
Total				

Please note that aforesaid information has been sought for the purpose of preparing the estimate and your rates shall be kept confidential. It may be noted that this is not an RFP and is neither an invitation to offer by the Authority to the prospective Bidders. You are requested to submit your budgetary quote on or before 15.00 hrs. of 28.02.2025 on Email id of finrevct@jnport.gov.in with CC to narendravinchhi@jnport.gov.in.

Yours Faithfully

Petrarajapat

Deputy General Manager (Finance)