



NEW MANGALORE PORT TRUST

FINANCE DEPARTMENT

eTENDER TITLE:

Appointment of Chartered Accountant Firms / Practicing Chartered Account to undertake work of Internal Audit (Quarterly Intervals) for New Mangalore Port Trust (NMPT).

Date: 19th May 2020

Tender Fees: INR 1180/-

EMD: INR 89,680/-

eTender Id: 2020_NMPT_560217_1

Section-1: Preamble

NAME OF WORK: Appointment of Chartered Accountant Firms / Practicing Chartered Account to undertake work of Internal Audit (Quarterly Intervals) for New Mangalore Port Trust (NMPT).

1. SCOPE OF WORK:

1.1 To undertake work of internal audit as mentioned in section 3 of this TENDER. Internal Audit will be for a definite period and will not amount to any kind of employment obligation on the part of NMPT.

1.2 The Process for appointment will be for a period of 3 year i.e. for FY 2020-21, 2021-22& 2022-23. Audit will be carried out on quarterly intervals. Initial appointment letter shall be issued for one year. Further extension shall be based on evaluation of performance. However, by responding to the tender the bidder is giving consent for appointment for the period of 2 years at quoted rates and cannot decline on the ground that initial appointment was for one year.

2. CLARIFICATION REQUESTS:

The written queries/ clarifications be sent to the NMPT office by using the seek clarifications option in the CPP Portal or by direct email on or before **28th May 2020**. Corrigendums if any, shall be published on the CPP Portal after 28th May 2020.

Prospective bidders are required to direct all communications related to this Tender, through the Nominated Point of Contact persons:

Avinash,

AO Gr I

Ph: +919738439100

Email.Id: avinash.mng@nmpt.gov.in

Section 2: Background of New Mangalore Port Trust

2.1 Back Ground

The New Mangalore Port Trust (NMPT) is one of the 12 Major Port Trusts in India. The Port is functioning under the Major Port Trust Act 1963 under the Administrative Control of Ministry of Shipping, Govt. of India.

The Port is following Mercantile System of Accounting and complies with the various Accounting Standards issued by the Institute of Chartered Accountants of India from time to time. The Port has implemented Oracle based E.R.P. with effect from 1-4-2011.

The Port is compiling accounts based on the report given by M/s. Billimoria & Co. Chartered Accountants and approved by the Ministry and the CAG of India. The port has also framed Accounting Policies within the framework of Billimoria Report and various accounting standards issued by ICAI. Port related services are subject to Income Tax, GST.

2.2 Financial Performance

The Cargo handled during 2018-19 by the Port was 42.50 Million tonnes. The Operating income during the year 2018-19 was Rs.600.50 crores and the Operating surplus was Rs.322.36 crores. After provisions for taxation during the year amounting to Rs.63.94 crores, Profit after tax amounted to Rs.172.09 crores. The total investment held by the Port on various fund accounts and long term investments as on 31.03.2018 was Rs.1988.99 crores.

Bidders are requested to also please go through Annual Report of year 2018-19 along with the previous year's Financial Reports as available on <http://newmangaloreport.gov.in/>.

The appointment will be for a period of 3 years and will not amount to any kind of employment obligation on the part of New Mangalore Port Trust.

2.3 Estimated cost

Estimated cost of said work for three years is Rs.38,00,000/- excluding GST

Section 3: Scope of Work

A. Accounting Records.

1. Review all General Ledgers periodically.
2. Verification of adjustment entries.
3. Review of capital work in progress register & capitalization.
4. Test check of employee's payments and recoveries with regard to:
 - a) Monthly Salary, Pension & other payments.
 - b) Final settlement of retired employees.
5. Test check of Imprest cash Accounts with departments.
6. Verification of Assets registers maintained by individual departments with assets schedule of Accounts.

B. Tax Compliance:

TDS, TCS, GST, ITC, Income Tax and other statutory compliance/verification.

C. Cash, Bank , Investment & Bank reconciliation:

1. To verify all cash and Bank transactions recorded in cash book with vouchers to confirm correctness of entries supported by relevant documents or not. To confirm all correctness are attested.
2. Verify Bank reconciliation up-to-date. Cancelled cheques are written back in books.
3. Quarterly review of Bank reconciliation to long outstanding unreconciled balance.
4. Review of accounting cheques, drafts, Receivables and Royalty Receipts.
5. To verify fixed deposit and interest on it.
6. Physical verification of Investments Receipts, interest, verification of Bank reconciliation and TDS on Interest.

D. Revenue Audit:

Revenue audit covers following:

- a) Verification of all types of invoices & credit notes raised for the services provided by Port in confirmation with Scale of Rates and rates fixed by Competent Authority.
- b) Confirming with terms & conditions of lease agreement.
- c) Correctness of accounting in ERP.

- d) GST compliance audit with regard to invoices & credit notes.
- e) Verification of receivables, receipt of advances against services, sundry debtors and to suggest/ review of provision to be made in accounts.
- f) Review of royalty revenue received from BOT and compliance to PPP agreement entered into with operators and brought out discrepancies if any to notice of management.

E. Medical:

- 1. Verification of HR (Hospital Referral) bills under medical reimbursement scheme for Workmen, staff, Officers and Pensioners.
- 2. Verification of all referral hospital bills in respect of all cases.
- 3. Stock verification of hospital stores on periodical basis.

F. Audit of payments.

Verification of supplier payments pertaining to works Procurement and establishment III sections with regard to contract bill payments. Involves following issues:

- a) Confirming with terms & conditions of contract.
- b) Verifying recoveries & Tax compliances.
- c) Verification of Sundry Creditors, age-wise outstanding advances and suggest remedial action for adjustment.
- d) Verification of adjustments of advances made for purchases of materials, equipment etc. and advances kept unadjusted even on receipt of materials may be brought to the notice of the management.
- e) The audit may cover the contracts as mentioned below:
 - I. 100% verification of contract works of Rs.10,00,000 and above.
 - II. 50% verification of contract Rs.2.5 lakhs to Rs.10 lakhs.
 - III. 25% verification of contract between Rs. One lakh to Rs.5 lakhs.
 - IV. 10% verification of contract upto Rs.1 lakh.

G. Audit of Pension and Gratuity Trust Fund.

The annual audit of Receipts & Payments, Income & Expenditure and Balance Sheet of Pension and Gratuity Trust Fund shall be conducted and the reports for the same shall be submitted along with IVth quarter internal audit report of F.Y. 2020-21, 2021-22 and 2022-23.

H. Stores audit:

1. Verification of stores ledger with Bin card balances on sample check basis.
2. Verification of Stores ledger and General ledger balances.
3. Test check of Inventory at all locations.

I. Other

1. The above scope of work is indicative only and not exhaustive. The Audit Firm is required to carry such of those other related works pertaining to internal audit as may be decided by FA&CAO or Chairman from time to time.
2. Suggesting improvement in existing Internal controls of organization
3. It is also within the purview of audit to bring to light any other points of interest which may lead to reduction in costs and increase in efficiency, plug loopholes, leakage of revenue.
4. It may even suggest modification in the existing procedures and accounting system.
5. Internal Audit will cover all departments at least once in a year.

Section 4: Eligibility Criteria

Mandatory Eligibility Conditions for participation in Tender are as below.

Bidder must satisfy all these conditions, before participation in the tender.

Not
e:

S.No	Eligibility Condition
1	The auditors' firm should be a partnership firm in continuous existence for a period of at least 5 years.
2	There should be at least 2 full time partners in the firm, out of whom 1 partner should have standing of more than 5 years in practice.
3	The firm of auditors considered for appointment must have conducted audits of minimum 5 different Public/Private Limited Companies/Government organizations in preceding five years till 31.03.2020.
4	The firm must be empanelled by CAG/ RBI for auditing PSUs. They should enclose a copy of the empanelled document along with the profile.
5	The firm should have an average annual turnover of not less than Rs. 50 lakhs per annum during the past 3 years i.e., 2016-17, 2017-18 and 2018-19. For that purposes, they should enclose last 3 years' Audited Annual Accounts.

Joint Ventures are not allowed.

- 2) All the credential documents need to be scanned and submitted ONLINE only through CPPP Portal.

Section 5: E - Bidding Process

a) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms, and requirement specifications in the Tender document with full understanding of its implications. Bidder(s) not furnishing the Compliance Statement, their bids(s) are as mentioned in Annexure-D of tender document, are liable to be rejected. Failure to furnish all information required in the TENDER Document or submission of a bid not substantially responsive to the TENDER document in all respects will be at the bidder's risk and may result in the rejection of the bid.

b) All the bids must be valid for a period of 180 days from the date of TENDER opening. If necessary, NMPT will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD

Section-6: Bid Composition

- a) The bid(s) shall be submitted through CPPP Portal only.
- b) Credential Bid/ Technical Bid(s): Documents as per the eligibility criteria and Credential Bid shall be scanned and submitted ONLINE only through CPP Portal.
- c) Financial Bid(s): Financial bid(s) are required to be submitted through CPP portal only.

Section-7: Tender Fee, Earnest Money Deposit (EMD), and Security Deposit

I. Tender Fee & Earnest Money Deposit

- i. The tender fee of Rs. 1000/- + 18% GST shall be remitted through RTGS/NEFT to below mentioned account.
- ii. The Bid security (EMD) of Rs 89,680/- (Rupees Eighty-nine thousand Six Hundred Eighty) shall be remitted through RTGS/NEFT to below mentioned account.
- iii. In the event of bidder withdrawing his tender before the expiry of tender validity period of 180 days from the date of opening of technical bid, the tender submitted by the bidder shall be cancelled and EMD shall be forfeited.

- iv. The Earnest Money Deposit of unsuccessful bidder shall be returned on award of assignment to the successful bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.
- v. NMPT reserves the right to forfeit the Earnest Money Deposit in respect of successful bidder, if he fails to furnish the acceptance letter within 30 days from the date of receipt of Work order and fails to furnish the required performance security.
- vi. The NMPT bank details are as follows: -
- 1) Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.
 - 2) Bank A/C No. 10205649448
 - 3) IFSC Code: SBIN0002249
 - 4) MICR Code: 575002011
- vii. The benefit of Exemption of EMD to all micro and small Enterprises (MSME) Registered with NSIC will be considered. Subject to submission of valid registration certificate.

II. Security Deposit

- i. Security deposit shall consist of two parts
 - a) Performance security to be submitted at award of the work
 - b) Retention Money to be recovered from Quarterly Bills.
- ii. The Performance Security at 10% of the Contract amount including GST of which 5% of contract price should be submitted as Bank Guarantee within 30 days of receipt of letter of acceptance and balance 5% recovered as retention money from running bills. Recovery of 5% of retention money shall commence from the first quarterly bill onwards @ 10% for each bill.
- iii. Bank Guarantee shall be issued by a Nationalized/Scheduled Indian bank having its branch at Mangalore acceptable. Format of Bank Guarantee is specified in Annexure F of this tender document.
- i. In case of termination of the contract for any reason, the Security Deposit shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the NMPT in consequence of such termination of contract.

- ii. In the event the contractor(s) gives up the work before expiry of the contract or is unable to service the contract for whatever reason, the Security Deposit shall stand forfeited.
- iii. No interest shall be payable on the Security Deposit
- iv. The NMPT shall also be entitled to make recoveries from the contractor's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- v. The Security Deposit paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

Section-8: Forfeiture of Earnest Money Deposit

The Earnest Money Deposit can be forfeited if a Bidder

- Withdraw its bid during the period of bid validity.
- In case successful Bidder fails to sign the contract or furnish the required Performance Security within the stipulated time. In the event of forfeiting the EMD / SD and while imposing penalty GST as applicable will be collected.

Section-9: Last date for bid submission

- a. E-Bids, complete in all respects as mentioned in section 4, 5, 6 and 7 must be submitted through CPP Portal as per the date and time for closing of submission of E-bid(s).
- b. Port may at its own discretion, extend the date for bid submission. In such a case all rights and obligations of port and the Bidders shall be applicable to the extended time frame.
- c. The bids submitted by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- d. At any time prior to the last date for receipt of bids, Port may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. The

amendment will be notified on E-tendering portal : <https://eprocure.gov.in/eprocure/app> and NMPT official website and should be taken into consideration by the prospective bidders while preparing their bids.

- e. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, NMPT may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- f. The bidders will bear all costs associated with the preparation and submission of their bids. NMPT will, in no case, be responsible or liable for those costs, regardless of the outcome of the tender process.
- g. Printed terms and conditions of the bidders, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

Section-10: Opening of Bids

- a. Bids received from the Bidders shall be opened on due date and time. The opening of the Bids shall be carried out in the physical presence of the designated representatives of NMPT and the Bidders. However, this tender does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids. During bid opening, only two authorized representatives of each bidder shall be allowed to be present.
- b. NMPT shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this Chapter.
- c. Opening of Financial Bid: Financial bids will be opened only for bidders; whose bids qualify based on evaluation of credential/Technical Bids.

Section-11: Bid Validity

All the E-Bids must be valid for a period of 180 days from the date of tender opening for placing the initial order. If necessary, NMPT will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

Section-12: Evaluation of bids

12.1

- a. When deemed necessary, NMPT may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b. Any effort by a bidder to influence NMPT E-Bid(s) evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- c. NMPT reserves the right to accept any bid, and to cancel/abort the tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for Port's action and without assigning any reasons.

12.2 Credential Evaluation

The credential E-Bids will be evaluated by a duly nominated Tender Committee. E-Bids, not satisfying the eligibility criteria will be rejected. Tender committee will evaluate information submitted in Annexure-A as per Tender terms. On request from the tender committee, the bidders may have to submit additional information. The tender committee may call the eligible bidders for a presentation of the work handled by them. The time limit, in which the bidders have to submit the additional information or present their work, will be decided by the tender committee and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

Section-13: Signing of contract and Award of Contract (Appointment)

- a) On written communication from Port for having qualified for appointment the bidder will sign the contract (letter of appointment) within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited. NMPT reserves the right to extend the offer to the next eligible bidder.
- b) The conditions stipulated in the contract will be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the Port. In addition, Port will be free to forfeit the EMD/Security deposit and get the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

Section-14: Termination of contract

The contract is liable for termination for any deficiency in any service by giving One-month notice. No compensation is payable under any circumstances on account of such termination. The fees shall be payable only up to the period of serving the notice of termination. The decision of New Mangalore Port Trust in this regard is final and binding.

Section-15: Change of Name of the Firm

During the period of engagement if the bidder's name got changed due to acquisition, amalgamation etc., bidder must inform Port with all required documents within one month of its name change. Port will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

Section-16: confidentiality

The Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of NMPT or its clients without the prior written consent of Port.

Section-17 : Security

- a) The agency or its deployed personnel, by virtue of working on NMPT, can't claim any rights on the work performed by them. NMPT will have absolute

rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

- b) The agency will ensure that no information shall be leaked out about the software, hardware, including Electronic form or otherwise, by the manpower posted by them.

Section-18: Terms of Payment

- (i) The payment will be made on quarterly basis after deducting applicable taxes on receipt of the claim after completion of audit and submission of report for each quarter.
- (ii) The payment for the fourth quarter of the financial year will be made after completion of internal audit of fourth quarter and thereafter the final report consolidating all the quarterly reports and covering the entire scope for every financial year after considering the compliance in report submitted by respective Departments for action taken on the Audit queries/observations of the concerned Department.

Section 19: General Terms and Conditions

- a. The Chartered Accountant firm shall depute three no. of assistants having Commerce graduation degree or CA/ICWA intermediate qualification and having at least two years experience in the field of Accounting on regular basis and one no. of qualified CA to guide and supervise the work for all working days of port for carrying out the scope of work as per Section 3 of tender document.
- b. The bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then NMPT will impose sanctions which will include: forfeiture of the security deposit and termination of the contract for default.
- c. All bidders automatically agree with NMPT for honouring all aspects of fair trade practices in executing the work orders placed by NMPT.
- d. e. The bidder will be responsible for any damage to equipment's, property and third-party liabilities caused by acts on part of its deployed person at NMPT/User's premises.
- e. The staff deployed by the bidder will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems

- f. Cost of transport and other incidental expenses of staff & supervisor shall be borne by Audit firm themselves.
- g. The Internal Audit firm shall make their own arrangements for office stationary and other office equipment facilities. A separate sitting facility with table, chairs& one computer system for the Internal Auditors and their staff shall only be provided by New Mangalore Port Trust.

Section 20: Force Majeure

Force majeure shall mean –

- War, hostilities (whether war be declared or not), invasion, act of foreign enemies.
- rebellion, revolution, insurrection, or military or usurped power, or civil war,
- Ionizing radiation, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- Presume waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- Riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors and arising from the conduct of the Works.

Section 21: Arbitration and Jurisdiction

The parties through respective signatories shall settle any dispute or disagreement with respect to performance, non-performance or defective performance of respective obligation amicably. In the event of disputes remaining unresolved, the parties shall refer the matter to a single arbitrator under arbitration law that may be applicable, whose appointment shall be done by Chairman, New Mangalore Port Trust. The place of arbitration shall be Mangalore and the language used shall be English.

Section 22: Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

Section 23: Instruction to bidders

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 2) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 3) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 4) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of

each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the form
at provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of

sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Annexure A**Credential Bid Form**

S.No	Item	Supporting Evidence
1	The auditors firm should be a partnership firm in continuous existence for a period of at least 5 years.	Attach ICAI Constitution Certificate generated online from The Institute of Chartered Accountants of India
2	There should be at least 2 full time partners in the firm, out of whom 1 partner should have standing of more than 5 years in practice.	Attach ICAI Constitution Certificate generated online from The Institute of Chartered Accountants of India
3	The firm of auditors considered for appointment must be have conducted audits of minimum 3 different Public/Private Limited Companies/Government organizations in preceding five years till 31.03.2020.	Attach copy of PO/work order received from any such company.
4	The firm must be empanelled by CAG/ RBI for auditing PSUs. They should enclose a copy of the empanelled document along with the profile.	Attach self attested certificate given by C& AG /RBI
5	The firm should have an average annual turnover of not less than Rs. 50 lakhs per annum during the past 3 years i.e., 2016-17, 2017-18 and 2018-19.	Attach 3 years' Audited Annual Accounts.

Annexure B

OFFER LETTER

To,

FA & CAO,
New Mangalore Port Trust,
Panambur Mangalore -575010

Subject: - Appointment of Internal Auditor

I/We _____ (kindly mention PAN No, Date of Constitution of firm and ICAI firm registration number-Mandatory) have read the various conditions detailed in Tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS. I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to provide services of Internal Auditors at the rates quoted in the Annexure-E and hereby bind myself/ourselves to complete the work within the prescribed period as mentioned in LOA. I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the services as per the Standards prescribed by the ICAI.

EMD of Rs.89680/- and tender fees of Rs.1000+18% GST has been paid. Details as mentioned below:

SL.No	Type	Bank Detail	Ref.No	Amount
1	EMD			
2	Tender Fee			

The full value of Earnest Money shall stand forfeited without prejudice to any other rights or remedies if, I/We withdraw or modify the offer within validity period or do not deposit the security deposit (Performance Bank Guarantee) within 7 days after receipt of call to sign Contract Agreement.

SIGNATURE OF Bidders

Date:

Bidder address.

SIGNATURE OF WITNESS:

- 1.
- 2.

Annexure C

Compliance statement

Sl.no.	Section & Clause No.	Compliance (Y/N)
1		
2		
3		
4		
5		
6		
7		
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17		
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22		
23		

Annexure D

PRICE BID

Description	No. of Units (Months)	Amount per unit	Total Amount
1) Professional Fee: First year	12	Bidding Amount	
2) Second Year	12	+10%over the first year	
3) Third Year	12	+10%over the second year	
Total			

Note: Rate quoted shall be inclusive of all local travelling, conveyance, printing, stationery and all other taxes and duties excluding Goods & Service tax. The applicable percentage of Goods & service tax shall be paid as applicable.

Annexure E

Certificate to avoid conflict of interest

1. "The Internal Auditor is independent and has arm's length relationship with the Company. Certified that firm including all of its partners will not be engaged in any activity of NMPT including consultancy during Audit period under consideration"
2. Certified that the firm has not provided any consultancy work other than internal audit to NMPT in preceding two Financial Years.

Appointment will be for a period of 3 year. Audit will be carried out on quarterly intervals.

SIGNATURE OF Bidder
Name of Firm



Annexure F

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]

_____ [address of Employer]

WHEREAS _____ [name and address of
CA Firm (hereinafter called "CA Firm") has undertaken, in pursuance of Contract
No. _____ dated _____ to
execute _____ [name of
Contract and brief description of Works](hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the CA Firm
shall furnish you with a Bank Guarantee by a recognized bank for the sums specified
therein as security for compliance with his obligations in accordance with the
Contract;

AND WHEREAS we have agreed to give the CA Firm such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to
you, on behalf of the CA Firm, up to a total
of _____ [amount
of guarantee]1

_____ [In words],
such sum being payable in the types and proportions of currencies in which the
Contract Price is payable, and we undertake to pay you, upon your first written
demand, and without cavil or argument, any sum or sums within the limits
of _____ [amount of guarantee]1 as
aforesaid without your needing to prove or to show grounds or reasons for your
demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the CA Firm
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms
of the Contract or of the Works to be performed there under or of any of the
Contract documents which may be made between you and the CA Firm shall in any
way release us from any liability under this guarantee, and we hereby waive notice of
any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the
Defects Liability Period.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs. (Rupees
..... only) and unless a claim in writing is lodged with us within
3 months of the date of expiry or the extended date of expiry of this guarantee all
our liabilities under this guarantee shall stand discharged.

IN WITNESS WHEREOF this guarantee has been duly executed on this
day of

Signature and seal of the guarantor _____

Name of Bank _____

Address _____ Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

