

NEW MANGALORE PORT AUTHORITY
Ministry of Ports, Shipping
and waterways
Govt.of India

TENDER DOCUMENT FOR

“Special Audit on Accounts of NMPA’s Public Private Partnership(PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) and M/s. Mangalore Coal Terminal Private Limited (MCTPL)”

2023

PART - I

SPECIAL INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS ONLINE THROUGH E-PROCUREMENT PORTAL

NIT No.NMPA/FIN/REV/CA/2023-24

DATED: 05-09-2023

TITLE OF WORK:TENDER FOR “Special Audit on Accounts of NMPA’s Public Private Partnership(PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) and M/s. Mangalore Coal Terminal Private Limited (MCTPL)”

1. बोलीदाता को होम पेज में उपलब्ध क्लिक हियर टू एनरोल का उपयोग करके पोर्टल में ऑनलाइन नामांकन करना चाहिए। फिर पोर्टल पर लॉग इन करने के बाद ई-टोकन के साथ डिजिटल सिग्नेचर एनरोलमेंट करना होगा। Bidder should do Online Enrolment in the Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal.
2. तत्पश्चात बोलीधारक नामांकन के दौरान चुने गए उपयोगकर्ता आईडी / पासवर्ड पोर्टल में लॉग इन कर पाएंगे। Bidder then logs into the portal giving user id / password chosen during enrollment.
3. दूसरों द्वारा दुरुपयोग न करते हुए पंजीकृत ई-टोकन का उपयोग बोलीदाता द्वारा ही किया जाना चाहिए। The e-token that is registered should be used by the Bidder and should not be misused by others.
4. किसी खाते में मैप किए जाने पर DSC को किसी अन्य खाते में दोबारा नहीं भेजा जा सकता है। यह केवल निष्क्रिय हो सकता है DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. बोलीदाता अग्रिम रूप से अद्यतन कर सकते हैं, दस्तावेज़ जैसे प्रमाणपत्र, खरीद आदेश विवरण आदि, मेरे दस्तावेज़ विकल्प के तहत और इन्हें निविदा आवश्यकताओं के अनुसार चुना जा सकता है और फिर बोली जमा करने के दौरान बोली दस्तावेज़ों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेज़ों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., Under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज के अनुसार दस्तावेज जमा करना चाहिए; अन्यथा, बोली अस्वीकार कर दी जाएगी After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.

7. बीओक्यू टेम्पलेट को बोलीदाता द्वारा संशोधित / प्रतिस्थापित नहीं किया जाना चाहिए और संबंधित कॉलम भरने के बाद उसे अपलोड किया जाना चाहिए, अन्यथा बोलीदाता उस निविदा के लिए अस्वीकार किए जाने के लिए उत्तरदायी है। बोलीदाताओं को केवल बिडर नाम और वैल्यू दर्ज करने की अनुमति है। The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या <http://eprocure.gov.in/eprocure/app> or

<http://newmangaloreport.gov.in> पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिजेंडम को ध्यान में रखना चाहिए, बोलीदाता को अग्रिम में बोली दस्तावेज तैयार करने चाहिए।

निविदा अनुसूची में दर्शाए अनुसार प्रस्तुत किया जाना चाहिए और वे पीडीएफ प्रारूपों में होने चाहिए। If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on

<http://eprocure.gov.in/eprocure/app> or

<http://newmangaloreport.gov.in> Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF formats.

9. निविदाकर्ता को निविदा में निर्दिष्ट अनुसार बोली सुरक्षा घोषणा और निविदा शुल्क की व्यवस्था करनी होगी। निविदा के लिए निविदा प्रस्तुत करने की तिथि और समय के भीतर मूल को व्यक्ति को निविदा आमंत्रण प्राधिकरण में पोस्ट /कुरियर/दियाकरना होगा। Bidder should arrange for the Earnest money Deposit and tender fee as specified in the tender.

10. बोली लगाने वाले को नियमों और शर्तों को पढ़ना चाहिए और बोलियों को जमा करने के लिए आगे बढ़ने के लिए उसी को स्वीकार करना चाहिए | The Bidder should read the terms and conditions and accepts the same to proceed further to submit the bids.

11. बोली प्रस्तुत करने की प्रक्रिया के दौरान किसी भी देरी या समस्या से बचने के लिए बोली लगाने वाले को निर्धारित समय से पहले निविदा दस्तावेजों को ऑनलाइन जमा करना चाहिए। The Bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.

12. सर्वर के अंत में अपलोड की गई फ़ाइल के आकार की कोई सीमा नहीं है। हालाँकि, अपलोड क्लाइंट सिस्टम पर उपलब्ध मेमोरी के साथ-साथ उस समय क्लाइंट साइड पर उपलब्ध नेटवर्क बैंडविड्थ पर तय किया जाता है। फ़ाइल का आकार कम करने के लिए, बोलीदाताओं को 75-100 DPI में दस्तावेज़ों को स्कैन करने का सुझाव दिया जाता है ताकि स्पष्टता बनी रहे और फ़ाइल का आकार कम हो जाए। यह बहुत कम बैंडविड्थ की गति पर भी त्वरित अपलोड करने में मदद करेगा | There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and the size of file gets reduced. This will help in quick uploading even at very low bandwidth speeds.

13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। बोलियाँ, जो अवरुद्ध हुए नहीं हैं, को अपूर्ण / अमान्य बोलियों के रूप में मानकर तथा मूल्यांकन उद्देश्यों के लिए नहीं माना जायेगा।

It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

14. स्थानीय मुद्दों के कारण बोलीदाताओं द्वारा ऑनलाइन बोली लगाने के दौरान किसी भी प्रकार की देरी या कठिनाइयों का सामना करने के लिए निविदा आमंत्रण प्राधिकरण (TIA) को जिम्मेदार नहीं ठहराया जाएगा। The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

15. बोलीदाता इस पोर्टल के माध्यम से ही बोली दस्तावेजों को ऑनलाइन मोड में जमा कर सकता है। इस प्रणाली के माध्यम से ऑफ़लाइन दस्तावेजों को संभाला नहीं जाएगा। तकनीकी बोली की केवल हार्ड कॉपी ईई (एम) III, एनएमपीटी को नियत तारीख से पहले पहुंचनी चाहिए | बोलीदाता यह सुनिश्चित करेगा कि न्यूनतम योग्यता से संबंधित सभी दस्तावेजों को तकनीकी बोली के साथ अनिवार्य रूप से अपलोड किया जाएगा, जिसमें असफल होने पर बोली को सरसरी तौर पर अस्वीकार कर दिया जाएगा। इस संबंध में कोई स्पष्टीकरण नहीं मांगा जाएगा The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system. The bidder shall ensure that all the documents pertaining to minimum qualification shall be compulsorily uploaded along with the technical Bid failing which the bid shall be rejected summarily. No clarifications shall be sought in this regard.

16. बोली को फ्रीज़ करने के समय, ई-प्रोक्योरमेंट सिस्टम सभी बोली दस्तावेजों को अपलोड करने के बाद एक सफल बोली अपडेटिंग संदेश देगा और फिर बोली सारांश को बोली नंबर, तिथि और जमा करने के समय के साथ दिखाया जाएगा। अन्य सभी प्रासंगिक विवरणों के साथ बोली लगाएं। बोलीकर्ताओं द्वारा प्रस्तुत दस्तावेजों को बोलीदाता के ई-टोकन का उपयोग करके डिजिटल रूप से हस्ताक्षरित किया जाएगा और फिर प्रस्तुत किया जाएगा।

At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no., date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

17. बोली प्रस्तुत करने के बाद, बोली सारांश को प्रिंट करना होगा और बोली प्रस्तुत करने के टोकन के रूप में एक एक्ज़लैजमेंट के रूप में रखना होगा। बोली सारांश निविदा निविदा के लिए बोली प्रस्तुत करने के प्रमाण के रूप में कार्य करेगा और बोली उद्घाटन कार्यक्रम में भाग लेने के लिए प्रवेश बिंदु के रूप में भी कार्य करेगा।

After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

18. सिस्टम से सफल बोली प्रस्तुत करने का मतलब है, कि बोलीदाता द्वारा अपलोड की गई बोलियां प्राप्त होकर सिस्टम में संग्रहीत कर ली गयी हैं; सिस्टम इसकी शुद्धता के लिए प्रमाणित नहीं करता है। Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

19. बोली लगाने वाले को यह देखना चाहिए कि प्रस्तुत किए गए बोली दस्तावेज वायरस से मुक्त हैं और यदि निविदा खोलने के दौरान वायरस के कारण दस्तावेज नहीं खुल पा रहे हैं तो बोली अस्वीकार कर दी जाएगी। इसके लिए आर्गेनाइजेशन जिम्मेदार नहीं होगी। The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected. Organization will not be responsible for it.

20. टेंडर पोर्टल के शीर्ष पर सर्वर घड़ी से प्रदर्शित होने वाला समय, ई-प्रोक्योरमेंट पोर्टल में बोली प्रस्तुत करने, बोली खोलने आदि के अनुरोध के सभी कार्यों के लिए मान्य होगा। इस पोर्टल में अनुवर्ती समय भारतीय मानक समय (IST) के अनुसार है जो GMT + 5: 30 है। बोली लगाने के दौरान बोलीदाताओं को इस समय का पालन करना होगा The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

21. बोलीकर्ताओं से अनुरोध किया जाता है कि वे बोली प्रस्तुत करने की अंतिम तिथि और समय (सर्वर सिस्टम क्लॉक के अनुसार) से पहले निविदा प्रक्रिया के लिए ऑनलाइन ई-प्रोक्योरमेंट सिस्टम के माध्यम से निविदाएं प्रस्तुत करें। The bidders are requested to submit the bids through online e-Procurement system to the Tender Inviting Authority (TIA) well before the bid submission end date and time (as per Server System Clock).

22. भाग I- तकनीकी बीआईडी के साथ निविदा फार्म शुल्क और बोली सुरक्षा घोषणा जमा किया जाएगा। फीस, बोली सुरक्षा घोषणा के बिना प्रस्तुत बीआईडी, जैसा कि ऊपर उल्लेख किया गया है, मूल्यांकन के लिए विचार नहीं किया जाएगा और सरसरी तौर पर खारिज कर दिया जाएगा। Tender form Fee and Earnest Money deposit shall be submitted with the Part I- Technical BID. BID submitted without fees and EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.

23. बोली लगाने वाला / निविदाकार / ठेकेदार कर विभागों के साथ लागू रिटर्न समय में दाखिल करेगा और दस्तावेजी प्रमाण के रूप में प्रस्तुत करना होगा। The Bidder/Bidder/Contractor shall file the applicable returns with Tax departments in time and submit the same as documentary proof.

24. पोर्ट को क्रेडिट करने के लिए जीएसटी लागू टैक्स चालान में एक अलग लाइन आइटम के रूप में दिखाया जाएगा।

The GST applicable shall be shown as a separate line items in the Tax invoices to avail in put credit to Port.

25. ईएमडी / एलडी / एसडी को जब्त करने की स्थिति में, जीएसटी लागू है; तथा जुर्माना लगाने के दौरान जीएसटी लागू किया जायेगा। In the event of forfeiting the LD/SD, GST is applicable and while imposing penalty, applicable GST shall be collected.

Part II

Table of Contents

1. Notice Inviting Tender.....	02
2. Section 1- Preamble.....	03
3. Section 2- Background of New Mangalore Port Authority.....	04
4. Section 3- Scope of Work.....	05
5. Section 4- Eligibility Criteria.....	05
6. Section 5- E-Bidding Process.....	06
7. Section 6- Bid Composition.....	06
8. Section 7- Tender Fee, Earnest Money Deposit (EMD), and Security Deposit.....	07
9. Section 8- Last date for bid submission.....	09
10. Section 9- Opening Bids.....	10
11. Section 10- Bid Validity.....	10
12. Section 11- Evaluation of Bids.....	10
13. Section 12- Signing of contract and Award of Contract (Appointment)..	11
14. Section 13- Termination of Contract.....	11
15. Section 14- Change of name of the Firm.....	11
16. Section 15- Confidentiality.....	12
17. Section 16- Security.....	12
18. Section 17- Terms of Payment.....	12
19. Section 18- General Terms and Conditions.....	12
20. Section 19- Force Majeure.....	13
21. Section 20- Arbitration and Jurisdiction.....	13
22. Section 21- Applicable Law.....	14
23. Annexure A – Credential Bid Form.....	15
24. Annexure B – Offer Letter.....	16
25. Annexure C- Price Bid Format.....	17
26. Annexure D- Conflict of interest.....	18
27. Annexure E – Performance Bank Guarantee.....	19

**NEW MANGALORE PORT AUTHORITY
FINANCE DEPARTMENT**

NIT No:NMPA/FIN/REV/CA/2023-24

Date: 05-09-2023

TENDER ID:

E-Tenders are invited by New Mangalore Port Authority, Panambur, Mangalore-575010 through <http://www.eprocure.gov.in/eprocure/app> of CPP portal from the reputed Chartered Accountant firm fulfilling the Minimum Eligibility Criteria stipulated in this notice in two cover bidding procedure for the work of “Special Audit on Accounts of NMPA’s Public Private Partnership(PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) and M/s. Mangalore Coal Terminal Private Limited (MCTPL)”.

Estimated Amount put to Tender	Rs.9,50,000/-
Bid Security	Rs.22,420/-(Twenty two thousand four hundred twentyonly)
Cost of Tender (Tender fee)	Rs.560/- (Five Hundred Sixty only including GST @12%)
Document download start date and time	05-09-2023 12.00Hrs
Seek clarification start date and time	06-09-2023 10.00Hrs
Seek clarification end date and time	08-09-2023 17.00Hrs
Bid submission start date and time	09-09-2023 10.00Hrs
Bid submission closing date and time	26-09-2023 15.00Hrs
Date & time of opening of Cover -I : Technical Cover - II : Financial	27-09-2023 15.00Hrs will be informed later
Validity of Tender	180 days

Amendments to the tender (if any) will be issued only through web site.

<http://newmangaloreport.gov.in>

and

<http://eprocure.gov.in/eprocure/app>

**FA & CAO
New Mangalore Port Authority**

Section-1: Preamble

NAME OF WORK: Special Audit on Accounts of NMPA's Public Private Partnership (PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) and M/s. Mangalore Coal Terminal Private Limited (MCTPL)

1. SCOPE OF WORK:

- 1.1** To undertake work of Special Audit on Accounts of NMPA's Public Private Partnership (PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) and M/s. Mangalore Coal Terminal Private Limited (MCTPL) as mentioned in section 3 of this TENDER. This work will be for a definite period and will not amount to any kind of employment obligation on the part of NMPA.
- 1.2** The Process for appointment will be for rendering services of Special Audit of M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) for the period FY 2022-23 & 23-24 and M/s. Mangalore Coal Terminal Private Limited (MCTPL) for the period FY 2019-20,20-21,21-22,22-23 & 23-24 at an estimated cost of Rs 9,50,000/- for 7 years(5 years MCTPL+2 years JSW MCTPL).Further extension shall be based on evaluation of performance.

2. CLARIFICATION REQUESTS :

The written queries/ clarifications to be sent to the NMPA office by
08-09-2023 17.00Hrs

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

Manoj Varghese,
AAO
Ph: 9731695064, 9747413197
Email.Id: manoj.varghese@nmpt.gov.in

Section 2: Background of New Mangalore Port Authority

2.1 Background

The New Mangalore Port Authority (NMPA) is one of the 12 Major Port Authorities in India. The Port is functioning under the Major Port Authorities Act 2021 under the Administrative Control of Ministry of Ports Shipping & Waterways, 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 2021-22 by the Port was 39.30 Million tonnes. The Operating income during the year 2021-22 was Rs.644.86 crores and the Operating surplus was Rs.384.62 crores. Profit after tax amounted to Rs.181.86 crores.

Bidders are also requested to go through Annual Reports as available on <http://newmangaloreport.gov.in/>.

The appointment will be for a period 7 years (5 years MCTPL+2 years JSW MCTPL) and will not amount to any kind of employment obligation on the part of New Mangalore Port Authority.

2.3 Estimated cost

Estimated cost of said work is Rs9,50,000/- excluding GST.

Section 3: Scope of Work

SCOPE OF SPECIAL AUDIT

1. Verification of documents like imports/exports bill, customer details, commercial invoices, bill of entry, draft survey, custom out of charge of cargo, IGM of the vessel, day wise closing stock of cargo.
2. Quantification of actual quantity handled with respect to quantity to be handled as specified in the agreement.
3. Verification of Gross Revenue Share payable to the Port.
4. Verification of any delay in payment of Royalty remitted and interest calculation for the delay in payment.
5. Verification of storage charges of the Concessionaire.
6. Check whether the charges charged to customers are not exceeding the ceiling charges specified in SOR / Indexed SOR.
7. Verification of any other charges collected by the Concessionaire.
8. Verification of other services rendered by the Concessionaire.
9. Verify whether the Lease rent / Licence fees are paid on time & interest is charged in case of delay.
10. In addition to the above, any other documents which is necessary to do special audit.

Section 4: Eligibility Criteria

Mandatory Eligibility Conditions for participation in Tender are as below.

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

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 considered for appointment must have carried out statutory/ internal/ special Audit of minimum 5 different Public/Private Limited Companies/Government organizations in preceding five years till 31.03.2022.

4	Firm should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years as on 31.03.2023.
5	The firm must be empanelled by CAG/ RBI for auditing PSUs.

Note:

- 1) Consortium or Joint Ventures are not allowed.
- 2) All the credential documents as per Annexure A(Credential Bid Form) need to be scanned and submitted ONLINE only through CPP 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. 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. Any bids containing price bid along with technical bid is liable to be rejected. Declaration in Annexure B and Annexure D needs to be uploaded along with Technical bid. Any false/wrong statement in these declarations will lead to rejection of bids.
- b) All the bids must be valid for a period of 180 days from the date of TENDER opening. If necessary, NMPA 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 CPP 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. 500/- + 12% GST shall be remitted through RTGS/NEFT to below mentioned account.
- ii. The Bid security (EMD) of 22,420/-(Twenty two thousand four hundred twenty only) 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. NMPA 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 NMPA 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 & Tender Fees to all micro and small Enterprises (MSME) will be considered, subject to submission of valid registration certificate.
- viii. 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.

II. Security Deposit

- i. The Performance Security at 3% of the Contract amount including GST should be submitted as Bank Guarantee within 30 days of receipt of letter of acceptance.
- ii. Bank Guarantee shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore is acceptable. Format of Bank Guarantee is specified in Annexure E of this tender document.
- iii. 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 NMPA in consequence of such termination of contract.
- iv. 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.
- v. No interest shall be payable on the Security Deposit
- vi. The NMPA 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.
- vii. 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.

Note:-1. The Penalty for the delay in submission of the Performance guarantee within the stipulate date above shall be at the rate of 0.25% of the amount of performance guarantee for each week or part of the week for the number of weeks delayed beyond the stipulated date of submission.

Section-8: 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: <http://eprocure.gov.in/eprocure/app> and NMPA 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, NMPA 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. NMPA 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-9: 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 NMPA 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. NMPA 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-10: 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, NMPA 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-11: Evaluation of bids

11.1

- a. When deemed necessary, NMPA 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 NMPA 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. NMPA 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.

11.2 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-12: 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. NMPA 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 getting the assigned work done from alternate sources at the risk and cost of the faulting bidder.

Section-13: 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 Authority in this regard is final and binding.

Section-14: 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-15: 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 NMPA or its clients without the prior written consent of Port.

Section-16: Security

- a) The agency or its deployed personnel, by virtue of working on NMPA, can't claim any rights on the work performed by them. NMPA 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-17: Terms of Payment

- a) The payment will be made on monthly/periodical basis after deducting applicable taxes on receipt of the claim after completion of all assigned work.

Section 18: General Terms and Conditions

- a. The Chartered Accountant firm shall nominate a Chartered Accountant exclusively to attend to all matters pertaining to scope of work as per Schedule I. Also deploy the staff for assigning such works. The said Chartered Accountant shall personally attend to all scope of work relating to accounting functions listed in Schedule I by visiting to the concerned offices.
- b. The bidder will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then NMPA will impose sanctions which will include: forfeiture of the security deposit and termination of the contract for default.
- c. All bidders automatically agree with NMPA for honouring all aspects of fair trade practices in executing the work orders placed by NMPA.

- d. 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 NMPA/User's premises.
- e. The staff deployed by the bidder will maintain office decorum. They will be courteous, polite and cooperative.
- f. Cost of transport and other incidental expenses of staff & supervisor shall be borne by Audit firm themselves.
- g. The RFID pass expenditure can be claimed after rendering services.
- h. The firm should carry their own laptop to do work in assigned premises.
- i. The firm shall make their own arrangements for office stationary and other office equipment facilities. A separate sitting facility with table, chairs shall be provided by New Mangalore Port Authority.

Section 19: 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 20: 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 Chairperson, New Mangalore Port Authority. The place of arbitration shall be Mangalore and the language used shall be English.

Section 21: 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.

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 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 Constitution Certificate generated online from The Institute of Chartered Accountants of India
3	The firm considered for appointment must have carried out statutory/ internal/ special Audit of minimum 5 different Public/ Private Limited Companies/ Government organizations in preceding five years till 31.03.2022.	Attach copy of PO/work order and completion certificates/26AS along with invoices raised in this regard.
4	Firm should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years as on 31.03.2023.	Firm identity card downloaded from ICAI website with local branch details.
5	The firm must be empanelled by CAG/ RBI for auditing PSUs.	Attach latest self attested certificate given by C& AG /RBI

Annexure B

OFFER LETTER

To,

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

Subject: - Special Audit on Accounts of NMPA's Public Private Partnership (PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) and M/s. Mangalore Coal Terminal Private Limited (MCTPL).

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 have completed all the works/ contracts awarded by New Mangalore Port Authority satisfactorily.

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 above services at the rates quoted in the BOQ 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 Institute of Chartered Accountant of India/Institute of Cost & Works Accountants of India.

EMD of Rs.22,420/- and tender fees of Rs.500+12% 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

PRICE BID

Description	No. of Units (Financial Years)	Amount per unit	Total Amount
Professional Fee :	7	Bidding Amount	

Note:

1. 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.
2. Price bid should only be submitted through CPP portal in provided form. If price bid is submitted along technical bid, bid is liable to be rejected.

Annexure D

Certificate to avoid conflict of interest

- 1. “The 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 JSWMCTPL, MCTPL and it’s subsidiaries including consultancy during Audit period under consideration”**
- 2. Certified that the firm has not provided any consultancy work to JSWMCTPL, MCTPL and it’s subsidiaries in preceding two Financial Years.**

Appointment is for the special audit of the period of FY 2022-23 & 23-24 (JSWMCTPL) and FY 2019-20, 20-21, 21-22, 22-23 & 23-24(MCTPL) (5 years MCTPL+2 years JSW MCTPL).

SIGNATURE OF BIDDER
Name of Firm

Annexure E

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.