



NEW MANGALORE PORT AUTHORITY

(Ministry of Ports, Shipping & Waterways, Govt. of India)

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TENDER No: NMPA/FIN/WORKS/FIN/2024-25

Dated: 09/10/2024

TENDER DOCUMENT

FOR

Audit of "Tenders Scrutiny and documents" for 3 years from 2024-25 to 2026-27

2024

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

N.I.T. No: NMPA/FIN/WORKS/FIN/2024-25

Dated: 09/10/2024

Name of Work: Audit of "Tenders Scrutiny and documents" for 3 years from 2024-25 to 2026-27

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 attach them along with bid documents during bid submission. This will ensure easier upload of bid documents.
6. निविदा कार्यक्रम डाउनलोड करने / प्राप्त करने के बाद, बोलीदाता को सावधानीपूर्वक उनके माध्यम से जाना चाहिए और फिर निविदा दस्तावेज़ के अनुसार दस्तावेज़ 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 documents as stated in 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 bid is liable to be rejected. 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 www.newmangaloreport.gov.in पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए कोरिगेंडम 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 queries connected with this tender, have to be clarified 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 www.newmangaloreport.gov.in. All 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 / दिया करना होगा। Bidder should arrange for the EMD and tender fee as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for 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 of the tender and accept the same before proceeding with submission to tender.
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 दस्तावेजों 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 that can be uploaded at the server end. However, the upload is dependent 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 file size is optimum. 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। बोलियां, जो अवरूद्ध 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, Bid Submission Process is completed. 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 delay or the difficulties faced during 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 ऑफलाइन 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 in online mode only, through this portal. Offline documents will not be accepted. 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 along with all other relevant details. The documents submitted by the bidder should then 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 एंक्रिप्टेड 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 proof of submission of the bid. Entry to bid opening event will be restricted to bidders having proof of bid submission of the subject tender.
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 correctness of the bid.
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 ensure that the bid documents submitted are free from virus. If NMPA is unable to open documents due to virus or any other reason during tender opening, the bid is liable to be rejected. NMPA will not be responsible for rejection of such bids

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 The 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 ईएमडी जमा किया जाएगा। फीस, ईएमडी 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 EMD declaration 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/PARTNERSHIP FIRM 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.

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SCHEDULE OF TENDER (SoT)

NIT No.: NMPA/FIN/WORKS/FIN/2024-25

Dated: 09/10/2024

1. NOTICE INVITING TENDER

(Through E-Procurement only)

E-Tenders in two bid system are invited by New Mangalore Port Authority through Electronic tendering in CPP Portal i.e. <http://eprocure.gov.in/eprocure/app>

Name of the Work	Audit of Tenders Scrutiny and documents for 3 years from 2024-25 to 2026-27
Mode of tender	E-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid) through e-procurement portal https://eprocure.gov.in/cppp/
Estimated cost	Rs.25,74,000/- (Rupees Twenty Five Lakh Seventy Four Thousand only) excluding GST
Tender Fees	Rs.560/- (Rupees Five Hundred Sixty only) inclusive of 12% GST - Non-refundable OR exemption certificate as per clause No 2.2.1(n) of ITB
Earnest Money Deposit	Rs.60,750/- (Rupees Sixty Thousand Seven Hundred fifty only) inclusive of 18% GST 'OR' exemption certificate as per clause No 2.2.1(n) of ITB.
Document download start date and time	09/10/2024 at 18:00 Hrs.
Seek clarification start date and time	10/10/2024 at 10:00 Hrs.
Seek clarification end date and time	14/10/2024 at 18:00 Hrs.
Bid submission start date and time	15/10/2024 at 10:00 Hrs.
Bid submission closing date and time	28/10/2024 at 15:00 Hrs.
Date & Time of opening of Technical Bids	29/10/2024 at 16.00 Hrs.
Date & Time of opening of Price Bid	Will be communicated separately to the qualified Bidders
Contract Period	3 Years from the date of execution of Agreement.
Validity of Tender	120 days from the date of opening of Tender (Technical Bids)

Amendments to the tender (if any) will be issued only through web site <http://www.newmangaloreport.gov.in> and on [CPP Portal www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app)

Sd/-
FA & CAO

2. INSTRUCTIONS TO THE BIDDERS (ITB)

2.1 SCOPE OF BID

E-Tenders in Two Cover system (Techno-Commercial Bid and Price Bid) are invited by FA & CAO on behalf of New Mangalore Port Authority for the work of “**Audit of Tenders Scrutiny and documents for 3 years from 2024-25 to 2026-27**”.

2.2 TENDER SUBMISSION:

The Tender shall be uploaded as follows:

2.2.1 **Technical Bid** shall contain the following :

- a) EMD in the form NEFT/RTGS or SBI e-collect is accepted. Bank details mentioned in the Part IV of the tender. Link for SBI collect <https://www.onlinesbi.sbi/sbicollect/>
- b) Earnest Money Deposit of **Rs.60,750/-** (Rupees Sixty Thousand Seven Hundred Fifty only) inclusive of 18% GST- NEFT Receipt shall be uploaded along with the Technical Bid ‘**OR**’ exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of EMD will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (n) below.
- c) TENDER FEE for **Rs. 560/-** (Rupees five hundred sixty only) inclusive of 12% GST - non-refundable - NEFT Receipt shall be uploaded along with the Technical Bid ‘**OR**’ exemption certificate as per clause No 2.2.1(n) of ITB. Failure in submission of Tender fee will render the Bidders disqualified, except in the case as per clause No. 2.2.1 (n) below.
- d) All the documents should be as per the MQC. Technical Bid should not contain Price Bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- e) The Tender document duly signed and sealed by the Bidder on each page along with Annexure duly filled along with amendments issued by NMPA if any.
- f) Particulars of Bidder - **Annexure – 1**.
- g) Supporting documentary evidence of work orders and also satisfactory completion certificate issued by the client,
- h) Tender Form as per **Annexure – 2**.
- i) Form of Declaration – **Annexure – 5**.
- j) Power of Attorney: - **Annexure – 6**.
- k) Bank Details of the Bidder for E-Payment – **Annexure – 7**.
- l) Copies of the Valid GST Registration Certificate and PAN card to be submitted.
- m) Copies of profit and loss statements, balance sheet and PARTNERSHIP FIRM’s report for the last three years.

- n) Micro and Small Enterprises (MSE) registered with District Industries Centre (DIC) or Udyam Registration Certificate or any other body specified by Ministry of MSME shall be exempted of EMD & Tender Fee on producing self-attested supporting certificates along with Technical Bid.
- o) Credential Bid Form – **Annexure – 8.**
- p) Bid Security Declaration – **Annexure – 9.**

2.2.2 Price Bid shall be uploaded only through ONLINE:

Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. 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. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

2.3 ELIGIBLE BIDDER:-

- 2.3.1 The invitation for bids is open only to all eligible Bidders meeting the eligibility criteria as defined in clause No.2.4.
- 2.3.2 Tender Form information as per **Annexure-2.**
- 2.3.3 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause No.2.2.1.

2.4 MINIMUM QUALIFICATION CRITERIA OF THE BIDDERS: (MQC)

Mandatory Eligibility Conditions for participation in Tender are as below. Bidder must satisfy all these conditions, before participation in the tender.

SI.No	Eligibility Condition
1	The PARTNERSHIP FIRM should be a in continuous existence for a period of at least 5 years either practicing CA/CMA/CS as on 31-03-2024.
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 Audit/special Audit/Internal Audit of minimum 5 different Public/Private Limited Companies/Government organizations in the preceding five years till 31.03.2024. The work order must be issued between 2019-20 to 2023-24.
4	Firm should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years as on 31.03.2024.

Note:

- 1) Consortium or Joint Ventures are not allowed.
- 2) All the credential documents as per Annexure 8 (Credential Bid Form) need to be scanned and submitted ONLINE only through CPP Portal.
- 3) Self-attested photocopies of LOA/WorkOrder/Agreements showing the awarded contract and satisfactory Completion Certificates issued by the Client, indicating the date of Completion and completed Contract Value. The Bidder shall also enclose LOA/work order/agreements/completion certificates. TDS certificate clearly showing the tax deduction from client for related work orders/agreements shall be attached for verification.
- 4) Even though the Bidders meet the qualifying criteria as per clause 2.4, they are subject to be disqualified and debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if they have:
 - a. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history with New Mangalore Port Authority or financial failures etc.

2.4.1 LAST DATE FOR SUBMISSION OF TENDER: NMPA may at its sole discretion reserves the right to extend the date for receipt of tender.

2.5 RATES TO BE INCLUDED FOR ALL OPERATIONAL EXPENSES:

- 2.5.1 The PARTNERSHIP FIRM may visit the Port Authority area before quoting. The Bidder should quote the rate by taking into consideration all expenses.
- 2.5.2 The GST as applicable will be paid extra by the Port. The GST Registration Number of the Bidder shall be furnished invariably in the tender as well as the Bills/Invoices. Copy of GST registration certificate shall be enclosed along with the tender.

2.6 AUTHORITY IN SIGNING TENDER DOCUMENTS:

- 2.6.1 The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm.
- 2.6.2 In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.

2.7 ONE BID PER BIDDER

- 2.7.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a sub PARTNERSHIP FIRM or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 2.7.2 A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
- i. have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or
 - ii. Submit more than one Tender in this Tendering process.
- 2.7.3 A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB Clause 2.21, at the date of contract award, shall be disqualified.
- 2.7.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

2.8 BIDDER TO INFORM HIMSELF FULLY

- 2.8.1 The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 2.8.2 The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the New Mangalore

Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accepts no liability or responsibility whatsoever therefore.

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

2.9 Earnest Money Deposit:

2.9.1 The tender shall be accompanied by proof of Earnest Money deposit of **Rs.60,750/-** (Rupees Sixty Thousand Seven Hundred Fifty only) inclusive of 18% GST- NEFT/RTGS/SBI E-COLLECT Receipt shall be uploaded along with the Technical Bid 'OR' exemption certificate as per clause No 2.2.1(n) of ITB. The tender without EMD shall be rejected, except in the case as per clause No.2.2.1 (n).

2.9.2 In the event of Bidder withdrawing his tender before the expiry of tender validity period of 120 days from the date of opening, the tender shall be cancelled and EMD shall be forfeited. Applicable GST shall be recovered on forfeiture of EMD.

2.9.3 The Earnest Money Deposit of unsuccessful Bidder shall be returned without interest as early as possible on award of Contract to the successful Bidder. The Earnest Money Deposit of the successful Bidder shall be refunded (without interest) only on receipt of Security Deposit cum Performance Guarantee as stipulated in the tender clause 2.20. In the event of forfeiting of EMD/LD/SD and while imposing penalty GST shall be collected.

2.9.4 NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful Bidder, if he fails to enter into a Contract and furnish the necessary Bank Guarantee towards performance within 21 days from the date of issue of Letter of Acceptance, otherwise penalty @ 0.25% of the amount of the Performance Guarantee for each week or part thereof for the number of weeks delayed beyond the stipulated date of submission shall be levied maximum up to 2.5% of the amount of the Performance Bank Guarantee.

2.9.5 In the event of forfeiting the Performance Security, GST is applicable and while imposing penalty & Liquidated damages GST as applicable shall be collected.

2.9.6 The bidder shall be disqualified/terminated duly forfeiting EMD (if applicable) and may be debarred for a period of three (3) years from participating for tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable, if

2.9.7 The Bidder withdraws the Bid after Bid opening during the period of Bid Validity;

2.9.8 The successful Bidder fails within the specified time limit to:

- a. Sign the Agreement AND / OR furnish the required Performance security.
- b. Fail to commence the work on the specified date as per LOA/Work order.
- c. If the bid is varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder.
- d. If any information or representation submitted by Bidder is found to be false or incorrect.
- e. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.

2.10 TENDER VALIDITY:

The tender shall remain valid for acceptance for a period of 120 days from the date of opening of Technical Bid. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, thereto, shall be made in writing by post or by Fax/e-mail. A bidder may refuse the request which may be accepted by NMPA. However, in the event of the Bidder agreeing to the request; he shall not be permitted to modify his tender.

2.11 AMENDMENTS:

2.11.1 At any time, prior to the last date for submission of tenders, NMPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT Websites.

2.11.2 The Addendum/Corrigendum so issued shall form part of the Contract and shall be binding upon the Bidders. NMPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

2.12 LANGUAGE OF TENDER:

The Tender submitted by the Bidder and all correspondence and documents relating to the Tender exchanged by the Bidder and the NMPA shall be written in the English language. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

2.13 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:

No offer shall be modified, substituted or withdrawn by the Bidder after the closing time on due date. Withdrawal of a proposal during the interval between closing time on

proposed due date and expiry of the proposal validity period would result in disqualification of the bidder as per clause 2.9 of Tender Document.

2.14 TENDERED CURRENCIES:

Prices shall be quoted in Indian Rupees only and all payments will be made in Indian Rupees.

2.15 PRE-BID QUERIES:

Applicable

2.16 TENDER OPENING AND EVALUATION:

2.16.1 OPENING OF TECHNICAL BID: Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP.

2.16.2 SCRUTINY AND EVALUATION OF THE TENDER

- 2.16.2.1 Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined at 2.3 & 2.4 above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by Tender fee (if applicable), EMD (if applicable) and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.
- 2.16.2.2 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 2.16.2.3 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.
- 2.16.2.4 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's bid.
- 2.16.2.5 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email or through

fax. If the Bidder fails to submit the requested documents within the time specified by the department, his bid is liable to be rejected. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

- 2.16.2.6 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non conforming deviation or reservation. The Price/Financial Bid of those bidders shall not be opened.

2.16.3 OPENING OF PRICE BID:

- i. Tenders, which are found to be in conformity with NMPA's Tender requirement, shall be considered for opening of Price Bid.
- ii. The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- iii. The Bidders has to quote the rate for the subject work in the price Bid format– PART III excluding GST.
- iv. The evaluation shall be done on the basis of **total lowest value (L1)** quoted. The GST element if any will **not be considered** for comparison.
- v. The Bidder, whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 7 days of receipt of intimation, regarding acceptance of its bid, the Bidder shall submit draft Contract agreement in the format approved by the Port Authority as in the **ANNEXURE-3** of Tender Document, and within a week thereafter the Contract agreement shall be signed between the Port Authority and the successful Bidder.
- vi. If the Bid of the successful Bidder is seriously unbalanced in relation to the estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.
- vii. Offers, deviations & other factors which are in excess of the requirement of the Tender document or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in Tender evaluation.
- viii. **The price Bid with any counter conditions will be summarily rejected.**

2.17 AWARD OF CONTRACT:

Award Criteria: The employer will award the contract to the L1 Bidder whose bid has been determined to be responsive to the bidding documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of Clause No.2.3 and (b) qualified in accordance with the provisions of clause No.2.4.

2.18 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL :

Notwithstanding Clause No.2.17, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for employer's action. Further, NMPA does not bind them to accept the lowest offer.

2.19 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

2.19.1 The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay the PARTNERSHIP FIRM in consideration of the execution completion and maintenance of the works by the PARTNERSHIP FIRM as prescribed by the contract (hereinafter and in the contract called the "contract price").

2.19.2 The notification of award will constitute the formation of the contract subject only to the furnishing of a performance security in accordance with the provision of clause 2.20.

2.19.3 The agreement will incorporate all correspondence between the employer and the successful bidder. The PARTNERSHIP FIRM shall enter into and execute the Contract Agreement, to be prepared and completed at the cost of the PARTNERSHIP FIRM, in the **Annexure-3** with such modifications as may be necessary within **14 Days** from the Date of issue of LOA. The agreement to be executed on a non-judicial Stamp paper of value (as prescribed by the State Govt) issued **from Mangaluru jurisdiction**. The completion period of the contract shall be as mentioned in the LOA/Work order. **The Bidder shall submit 10 sets of Agreement copies at his own cost.**

2.20 PERFORMANCE SECURITY:

Performance security for a sum equivalent of **10%** of the total contract value including GST shall be submitted in the form of Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank or online payment are accepted in the approved format **within 21 days** from the date of issue of LOA/Work Order. The Performance security shall be kept valid for the total contract period and Guarantee for one year plus Three Months claim Period. Thereafter, the total of 10% of Performance Security shall be released to the PARTNERSHIP FIRM after successful completion of the Guarantee Period, deducting any dues payable to the Port. Failure to comply with the above shall lead to termination of contract as per clause No. 2.9 of ITB. If the contract is extended on mutual consent at the same rates, terms and conditions of the contract, then the Performance security shall also be extended for the same period plus Three Months claim period.

Note:-

- i) 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.
- ii) The performance security shall be complied as per the orders/amendments issued by the Authorities

2.21 CORRUPT OR FRAUDULENT PRACTICES

The Employer requires that Bidders/Suppliers/PARTNERSHIP FIRMS under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer

- i. defines, for the purpose of these provisions, the terms set forth below as follows:
 - a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- ii. Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iii. Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

2.22 THE LAW, WHICH APPLIES TO THE CONTRACT:

The Contract shall be governed by the Indian Contract Act and under the Indian Law. The Arbitration for settlement of disputes shall be held in Mangalore, Karnataka, India.

Apart from the above, conciliation through conciliation committees/ councils comprising of independent subject experts may also be explored to settle the disputes.

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3. GENERAL CONDITIONS OF CONTRACT

A. : GENERAL:

0.1 DEFINITIONS:

Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms;

- i. **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- ii. **Compensation Events** are those defined in Clause No.3.30.
- iii. The **Completion Date** is the date of completion of the Works as certified by the FA &CAO or his nominee in accordance with Clause No.3.36.
- iv. The **Contract** is the contract between the Employer and the PARTNERSHIP FIRM to execute, complete and maintain the Works. It consists of the documents listed in Clause No. 3.2(iii).
- v. The **Contract Data** defines the documents and other information which comprise the Contract.
- vi. The **PARTNERSHIP FIRM** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.
- vii. The **PARTNERSHIP FIRM's Bid** is the completed Bidding documents submitted by the PARTNERSHIP FIRM to the Employer.
- viii. The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- ix. **Days** are calendar days, **months** are calendar months.
- x. A **Defect** is any part of the Works not completed in accordance with the Contract.
- xi. The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.
- xii. The **Employer** is the party who will employ the PARTNERSHIP FIRM to carry out the Works.
- xiii. The **Site** is the area defined as such in the Contract Data.
- xiv. The **Intended Completion Date** is the date on which it is intended that the PARTNERSHIP FIRM shall complete the works. The Intended Completion Date

is specified in the Contract Data. The Intended Completion Date may be revised only by the FA & CAO or his nominee by issuing an extension of time.

- xv. **Materials** are all supplies, including consumables, used by the PARTNERSHIP FIRM for incorporation in the Works.
- xvi. The **FA & CAO or his nominee** is the person named in the Contract Data (or any other competent person appointed and notified to the PARTNERSHIP FIRM to act in replacement of the FA & CAO or his nominee) who is responsible for supervising the PARTNERSHIP FIRM, administering the Contract, certifying payments due to the PARTNERSHIP FIRM, issuing and valuing Variations to the Contract, awarding extensions of time and valuing the Compensation Events.
- xvii. **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the FA & CAO or his nominee.
- xviii. The **Start Date** is given in the Contract Data. It is the date when the PARTNERSHIP FIRM shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.
- xix. A **Variation** is an instruction given by the FA & CAO or his nominee which varies the Works.
- xx. The **Works** are what the Contract requires the PARTNERSHIP FIRM to Supply, install and turn over to the Employer as defined in the Contract Data.
- xxi. **“Local Content”** means the amount of value added in India which shall unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- xxii. **“Class – I local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- xxiii. **“Class – II Local Supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- xxiv. **“Non Local supplier”** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- xxv. **“Margin of purchase preference”** means the maximum extent to which the price quoted by a Class – I local supplier may be above the L1 for the purpose of purchase preference, which shall be 20%.

xxvi. **“L1” means** the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

xxvii. **“Nodal Ministry”** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

xxviii. **“Procurement entity”** means a Ministry of Department or attached or subordinate office of or autonomous body controlled by, the Government of India and includes Government companies as defined in the companies act.

0.2 INTERPRETATION:

- i. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The FA &CAO or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- ii. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- iii. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. Agreement
 - b. Letter of Intent and work order.
 - c. PARTNERSHIP FIRMS Bid
 - d. Contract Data
 - e. Conditions of Contract including Special Conditions of Contract.
 - f. Specifications
 - g. Drawings, if any
 - h. Bill of quantities and
 - i. Any other documents listed in the Contract Data as forming part of the contract.

0.3 LANGUAGE AND LAW:

The language of the Contract and the law governing the Contract are stated in the Contract Data.

0.4 FA &CAO OR HIS NOMINEES DECISION:

Except where otherwise specifically stated, the FA &CAO or his nominee will decide contractual matters between the Employer and the PARTNERSHIP FIRM in the role representing the Employer.

0.5 DELEGATION:

The FA &CAO or his nominee may delegate any of the duties and responsibilities to other people after notifying the PARTNERSHIP FIRM and may cancel any delegation after notifying the PARTNERSHIP FIRM.

0.6 COMMUNICATIONS:

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

0.7 PERSONNEL:

The PARTNERSHIP FIRM shall employ the personnel as Onsite Support Resource as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the FA &CAO or his nominee. The FA &CAO or his nominee will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the schedule.

If the FA &CAO or his nominee asks the PARTNERSHIP FIRM to remove a person who is a member of the PARTNERSHIP FIRM's staff of his work force stating the reasons, the PARTNERSHIP FIRM shall ensure that the person leaves the site within seven days and has no further connections with the work in the contract.

0.8 EMPLOYERS AND PARTNERSHIP FIRMS RISKS:

The Employer carries the risks which this Contract states are Employer's risks and the PARTNERSHIP FIRM carries the risks which this Contract states are PARTNERSHIP FIRM's risks.

0.9 EMPLOYERS RISKS:

The Employers risks are

- a. in so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
 1. war and hostilities (whether war be declared or not), invasion, act of foreign enemies;
 2. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 3. ionizing radiations, or contamination by radioactivity 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;
 4. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

5. riot, commotion or disorder, unless solely restricted to the employees of the PARTNERSHIP FIRM or of his Sub PARTNERSHIP FIRMS and arising from the conduct of the Works;
 6. Unforeseen Rains (Rains if any; during the period other than the Monsoon period as stated in the Tender), floods, tornadoes, earthquakes and landslides.
- b. loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
 - c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the PARTNERSHIP FIRM or for which the PARTNERSHIP FIRM is responsible; and
 - d. any operation of the forces of nature (in so far as it occurs on the Site) which an experienced PARTNERSHIP FIRM:
 1. could not have reasonably foreseen, or
 2. could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - A. prevent loss or damage to physical property from occurring by taking appropriate measures, or
 - B. Insure against.

0.10 PARTNERSHIP FIRMS RISKS:

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the PARTNERSHIP FIRM.

0.11 THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION PERIOD:

The PARTNERSHIP FIRM may commence execution of the works on the Start Date and shall carry out the works in accordance with the instructions from each department of NMPA. All NMPA department heads or nominee has a power to delegate the work.

0.12 SAFETY:

The PARTNERSHIP FIRM shall be responsible for the safety of all activities on the Site.

0.13 MANAGEMENT MEETINGS:

1. Either the FA & CAO or his nominee or the PARTNERSHIP FIRM may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
2. The FA & CAO or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is

to be decided by the FA &CAO or his nominee either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

0.14 PAYMENT TERMS:

- a) Payment will be made monthly basis i.e after completion of month, in 36 equal installments of bid price.
- b) Salary is processed based on face recognition attendance. 8 hours duty per day mandatory for the deployed staffs.
- c) Any absence during working day of NMPA, amount will be deducted on proportionate basis i.e Per day for per person = $((\text{Bid price}/36)/2)/30$. PARTNERSHIP FIRM can send suitable substitute for the same to avoid deduction.
- d) If there any shortcomings in the work executed by PARTNERSHIP FIRM, payment will be kept on hold till resolved.
- e) PARTNERSHIP FIRM has to visit NMPA office for signing the Tender documents whenever department proposes and puts for scrutiny.

Payment along with applicable GST will be released within 15 days subject to recoveries if any, from the date of submission of Tax Invoice after satisfactory completion of work in all respect.

0.15 LIQUIDATED DAMAGES:

- i. In case of delay in completion of the any tender scrutiny more than 7 days, liquidated damages (L.D) may be levied at the rate of per day i.e Bid value/1095(365*3) of the contract price plus applicable GST subject to a maximum of 10 per cent of the contract price. PARTNERSHIP FIRM has to submit work report every month along will the Tax invoice.
- ii. In case of improper scrutiny (services which is not done as per the rules and regulations) based on recommendations concerned division ; penalty may be levied equivalent to 0.5% i.e Bid value of the contract price plus applicable GST subject to the ceiling defined in Clause **3.15(i)**. **If the matter is severe, the firm may be terminated from the services without any compensation.**
- iii. The Employer, if satisfied, that the works can be completed by the PARTNERSHIP FIRM within a reasonable time after the specified time for completion, may allow further extension of time at its discretion with or without the levy of L.D. In the event of extension granted being with L.D, the Employer will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the PARTNERSHIP FIRM as agreed damages equivalent to at the rate of per day i.e Bid value/1095(365*3) of the contract price plus applicable GST subject to the ceiling defined in Clause **3.15(i)**.

- iv. The Employer, if not satisfied that the works can be completed by the PARTNERSHIP FIRM, and in the event of failure on the part of the PARTNERSHIP FIRM to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to rescind the contract.
- v. The Employer, if not satisfied with the progress of the contract and in the event of failure of the PARTNERSHIP FIRM to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- vi. In the event of such termination of the contract as described in clauses **3.15(iii) or 3.15(iv)** or both the Employer shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the PARTNERSHIP FIRM besides getting the work completed by other means at the risk and cost of the PARTNERSHIP FIRM.
- vii. PARTNERSHIP FIRM hereby agree after due assessment of damages that there will be definite loss to the Employer in case of delay in completion of work and the amount of Liquidated damages fixed above is genuine and reasonable to be recovered. PARTNERSHIP FIRM hereby further agrees that Employer is not required to prove the loss suffered to him before recovery of LD.

0.16 OBLIGATIONS OF THE PARTNERSHIP FIRM:

- i. The PARTNERSHIP FIRM shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this Contract within the Time for Completion. The PARTNERSHIP FIRM shall be fully responsible to the NMPA for proper, efficient and effective discharge of their duties.
- ii. The PARTNERSHIP FIRM shall when called upon so to do enter into and execute a Contract agreement as per clause **2.19** of this tender document.
- iii. The successful Tenderer shall furnish bond in the form of Bank Guarantee towards the performance of the work as per clause **2.20** of this tender document.
- iv. If the Board shall consider itself entitled to any claim under the performance Guarantee it shall forth with so inform the PARTNERSHIP FIRM specifying the default of the PARTNERSHIP FIRM upon which he relies. If the PARTNERSHIP FIRM fails to remedy such default within 20 days after the receipt of such notice the Board shall be entitled to forfeit to the extent of the loss or damage incurred by reason of the default.
- v. The PARTNERSHIP FIRM shall proceed with the Works in accordance with the decisions, instructions and orders given by the FA & CAO in accordance with the condition of the Contract.

0.17 EXECUTION:

The PARTNERSHIP FIRM shall execute and do the works set forth as described in the scope of the work and specifications, including any amendments.

0.18 EXTRAS:

Any extra expenses incurred in connection to the Works by the NMPA in the performance of the Works owing to the neglect or omission on the part of the PARTNERSHIP FIRM in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the PARTNERSHIP FIRM or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the NMPA may appoint to receive the same and in the event of the PARTNERSHIP FIRM failing to make such payment, the said amount shall be recoverable from him in such manner as the NMPA may determine.

0.19 EXISTING SERVICES:

The PARTNERSHIP FIRM shall not store any materials or otherwise occupy any part of the site in a manner likely to hinder the Port operation. Any damage/loss caused by the PARTNERSHIP FIRM to the Port property, same shall be rectified at his own cost without any delay with the satisfaction of the FA & CAO.

0.20 COMPLETION PERIOD:

Total period of the contract is 36 months from the date of execution of the contract.

0.21 INCOME TAX DEDUCTION:

Income Tax as at such rates applicable from time to time will be deducted at source from all running bills and Final Bill and a certificate to this effect will be issued. The deduction of Income Tax can, however, be waived if exemption certificate is produced from Income Tax Authorities. Deduction of income tax at reduced rate can be considered subject to production of valid certificate for the period from Income tax authorities.

The GST applicable shall be shown as a separate line item in the tax invoices, and shall be paid extra. PARTNERSHIP FIRM should provide proper tax invoice as per GST act.

The Tenderer / PARTNERSHIP FIRM shall file the applicable returns with tax departments in time and submit the same as documentary proof.

PARTNERSHIP FIRM shall submit all the GST returns with in time specified. Any ITC lost by NMPA due to non filling of return will be recovered from the PARTNERSHIP FIRM.

0.22 The payment will be made through E-Payment. The Tenderers are required to furnish Bank details for making E-Payment as per the schedule- III of this Tender document.

0.23 NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:

Any claim for interest will not be entertained by the NMPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the PARTNERSHIP FIRM or with respect to any delay on the part of the NMPA in making payment.

0.24 EXTENSION OF COMPLETION PERIOD:

If the quantum of total work increases due to additional work against the BOQ for the subject works "Audit of Tenders Scrutiny and documents for 3 years from 2024-25 to 2026-27"suitable extension of completion period shall be taken during the approval of additional work from the Competent Authority.

0.25 DEFAULT OF THE PARTNERSHIP FIRM & TERMINATION:

If the PARTNERSHIP FIRM makes any default or on the happenings of anyone or more of the following events that is to say;

- a. If the PARTNERSHIP FIRM without reasonable cause abandons the Contract or
- b. Suspends the carrying out of the Works for a reasonable time after receiving written notice from the NMPA without any lawful excuse or fails to make proper progress with Works after receiving written notice from the FA &CAO or
- c. Fails to proceed diligently with the work or
- d. Fails to give the NMPA proper facilities for inspection of the Works of any part thereof for three days after receiving notice in writing by the NMPA demanding the same or
- e. The PARTNERSHIP FIRM has become insolvent or
- f. The PARTNERSHIP FIRM has gone into liquidation or passes the resolution for winding up or
- g. Upon the PARTNERSHIP FIRM making an arrangement with or assignment in favour of his creditor or Upon his assigning this contract or
- h. Upon an execution being levied upon the PARTNERSHIP FIRM's good or
- i. Upon winding up order being passed by the court or a Receiver or manager is appointed in respect of any of the property of the PARTNERSHIP FIRM or

- j. Possession is taken by or on behalf of any holder of any debentures secured by floating charges of any of the property of the PARTNERSHIP FIRM or
- k. Fails to complete all or any part of the Works during the time specified for completion of the Contract or such extended time as may be granted by the NMPA.

0.26 TERMINATION OF THE CONTRACT

In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the PARTNERSHIP FIRM to comply with the terms and provisions of this contract to the satisfaction of NMPA (who shall be the sole judge and whose decision shall be final, it shall also be open to NMPA to terminate this contract by giving not less than 90 (ninety)days notice in writing to that effect and if the PARTNERSHIP FIRM, does not make good his default within the notice period, NMPA shall be entitled to terminate the contract as a whole or in part.

- i. In the event of such termination of the contract, NMPA shall be entitled to:
 - 1. forfeit the Performance Guarantee as it may consider fit;
 - 2. get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NMPA is able to appoint a new regular PARTNERSHIP FIRM; and recover from the PARTNERSHIP FIRM (appointed under this tender) any extra expenditure incurred by NMPA in getting the work done and damages which NMPA may sustain as a consequence of such action.
- ii. If the extra expenditure incurred by NMPA on account of unsatisfactory performance of the PARTNERSHIP FIRM as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit may be recovered by deducting the said amount from pending bills of the PARTNERSHIP FIRM under this tender or from money due to the PARTNERSHIP FIRM by NMPA under this or any other contract or otherwise. The PARTNERSHIP FIRM shall have no claim whatsoever against NMPA, in consequence on such recoveries or termination of the contract, as stated above.
- iii. if at any time the PARTNERSHIP FIRM becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, withdraws from the contract, NMPA will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.
- iv. Further, NMPA reserves the right to terminate/pre-close the contract at its convenience, without assigning reasons to the PARTNERSHIP FIRM by giving a notice period of 90 days. The PARTNERSHIP FIRM shall not have right of any claim on NMPA on account of such termination.

0.27 DEBARRING OF BUSINESS DEALINGS:

In the event of premature termination of contract in terms of provisions of clause 3.48 above, NMPA shall also be entitled to debar the PARTNERSHIP FIRM for participation in future tenders of NMPA for a period of three (03) years.

Further, in case if it comes to the notice of NMPA that the Bidder/PARTNERSHIP FIRM has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in such cases NMPA at its sole discretion may disqualify the bid / terminate the contract and debar such Bidder/PARTNERSHIP FIRM for participation in future tenders of NMPA for a period of three (03) years.

0.28 FORCE MAJEURE:

If the supply, Commissioning and Testing of equipment/materials is hindered due to force majeure such as war, riots, civil commotion, fire, epidemics, natural calamities, heavy/continuous rain for 8 hrs in a day time during monsoon such period shall be exempted from **Liquidated Damages** as mentioned in clause **3.15** of this tender document.

0.29 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.

0.30 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.

0.31 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.

0.32 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

4. SPECIAL CONDITIONS OF CONTRACT

- 4.1 The rates quoted shall be Firm and inclusive of all cost & Duties and exclusive of applicable GST.
- 4.2 The PARTNERSHIP FIRM should have **valid GST & PAN** - all in the same name (Bidder's name) and same should be uploaded along with the Technical Bid. .
- 4.3 All rules and regulations governing the New Mangalore Port Authority shall be applicable.
- 4.4 Any damages caused to the Port property either directly or indirectly shall be made good by the PARTNERSHIP FIRM at his own cost.
- 4.5 The Bidder(s) shall be required to quote his / their rates in figures as well as in words without any correction(s). If there is any correction(s) in the tender, such corrections should be attested by the Bidder(s) before submission of the tender. However the rates shall be quoted in words and figures, in case of dispute, rates in words shall be taken as final.
- 4.6 Port entry passes to the PARTNERSHIP FIRM and his workmen and vehicle during the period of work will be issued on a **chargeable basis to carry out the work as per rules.**
- 4.7 The Department's Standard Operating Procedure (SOP) will be shared with the successful Bidder / PARTNERSHIP FIRM at the time of signing of agreement. The successful Bidder / PARTNERSHIP FIRM have to give an undertaking for complying with the same.
- 4.8 The Partnership firm can deploy the staff for assigning such works. The CA/CMA/CS shall personally attend to all scope of work relating to accounting functions listed in Schedule I by visiting to the concerned offices.
- 4.9 The qualification for supervisory post and assisting post as follows:-

	Supervisory post	Assisting post
Qualification	Master degree/ca inter	Degree
Experience	5+ year experience in Accounting/operations/Tender management	2+ year experience in Accounting/operations/Tender management

4.10 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.

4.11 All bidders automatically agree with NMPA for honoring all aspects of fair trade practices in executing the work orders placed by NMPA.

4.12 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.

4.13 The staff deployed by the bidder will maintain office decorum. They will be courteous, polite and cooperative.

4.14 Cost of transport and other incidental expenses of staff & supervisor shall be borne by Audit firm themselves.

4.15 The firm should carry their own laptop to do work in assigned premises.

4.16 The firm shall make their own arrangements for office stationary and other office equipment facilities. A separate sitting facility with table, PC, chairs shall be provided by New Mangalore Port Authority.

4.17 Auditor can take access of ERP login of NMPA to download necessary data. One PC will be provided for the same

4.18 Addition/Alteration:

The PARTNERSHIP FIRM shall not be entitled to any claim of extra or additional work unless they have been carried out under the written orders of the FA &CAO in charge.

4.19 Others:

- 1) Accommodation for the deployed staff shall be arranged by the PARTNERSHIP FIRM at his own cost; however the Port quarters may be allotted on chargeable basis if available as per applicable rules of NMPA.
- 2) The successful Bidder shall be responsible for insurance of all the manpower & hardware/network supplied and installed by vendor for risk coverage including accidental hazards, death & disability of person, material breakage due to negligence, theft, storm, fire or any other hazards which may occur due to trespassing of vehicles & /or natural adverse climatic conditions and calamities - War, Fire, Cyclone, salinity problems at shore etc.

5. SCOPE OF WORK

5.1. SCOPE OF WORK.

The proposed job is to be carried out at Admin premises of New Mangalore Port Authority, Panambur. It is proposed for following works –

- i. On receipt of the bids and the accompanying comparative statement, the firm shall conduct scrutiny of the bids to satisfy themselves that the checking has been properly done. They shall also scrutinise and check the Comparative Statements including the tendered value of each individual tenders.
- ii. On completion of scrutiny and checking the bid documents duly certified by chartered accountant/cost accountant/company secretary shall be returned to the tender inviting authority (TIA) with audit queries/observations.
- iii. On receiving back the bid documents from the TIA with replies to the audit-queries, firm shall give their concurrence to place before tender committee or forward the proposal with all connected papers to the competent authority.
- iv. Firm shall be responsible for safe custody of the tender documents with all connected papers during the period of scrutiny.
- v. There shall be one supervisory staff (5+ years experience) and one assisting staff (2+ years experience) on regular basis. Face recognition attendance is compulsory for monthly payment.
- vi. Firm has to authenticate the Tender scrutiny documents with their seal and signature before placing to the Tender committee.
- vii. The time period to scrutinize one tender is **one to three working day**. Which shall be extended based on the depths of the matter.
- viii. If required, firm should be ready to work any day in a year based on requirements of NMPA departments.
- ix. Firm should ready to work any other work assigned by respective departments related to Tender scrutiny.
- x. New staff/any change in staff should be vetted by FA & CAO. NMPA reserves the right to ask competent staff for executing above work.
- xi. No article assistant to be allowed for the same
- xii. **Partnership firm which already working in NMPA should not participate.**

- xiii. The On receipt of the bids and the accompanying comparative statement, the firm shall conduct scrutiny of the bids to satisfy themselves that the parameters, criteria & tender conditions are brought out in the comparative statement
- xiv. The firm shall verify whether the information submitted by the bidders are brought out appropriately in comparative statement.
- xv. They shall also scrutinize and check the Comparative Statements including the tendered value of each individual tenders.
- xvi. The firm shall verify from the records provided to them that, the guidelines / SOPs have been complied in invitation of bids and its evaluation.

PARTICULARS OF BIDDER

All individual firms or each of the partners of an organization submitting the tender must complete the information in this form.

1.	Full name of the Firm:	
2.	Head Office address:	
3.	Contact person name at Head office:	
4.	Telephone number/s:	
5.	Fax number/s:	
6.	E-mail Id	
7.	Branch Office address if any:	
8.	Contact person name at Branch office:	
9.	Telephone number/s:	
10.	Fax number/s:	
11.	E-mail Id	
12.	Works address:	
13.	Contact person name at Works:	
14.	Telephone number/s:	
15.	Fax number/s:	
16.	E-mail Id	
17.	Place of Registration/ Incorporation:	
18.	Year of Registration/ Incorporation	

Signature & seal of the Bidder

TENDER FORM

(Note: - Bidders are required to fill up all the blank spaces in this Tender Form)

To,

**FA &CAO,
New Mangalore Port Authority,
Panambur, Mangalore – 575 010.
India.**

1. Having examined the Instructions to Bidders, Conditions of Contract, Specifications and Schedules attached to the Tender with Annexure and having satisfied ourselves of the site conditions for the Tender for “Audit of “Tenders Scrutiny and documents” for 3 years from 2024-25 to 2026-27
2. We the undersigned, offer to execute the Contract as per conditions of contract, at rates for items of work in the Schedule of items of work and rates attached herewith.
3. We further undertake, if our tender is accepted, to deposit within 21 days from the date of receipt of the letter of acceptance, Bank Guarantees to the extent of **10% (Ten percent)** of the contract price in the manner set forth in the GCC of tender.
4. We further undertake, if our tender is accepted, to enter into and execute within 14 days of our being called upon to do so, an Agreement in the form annexed and the conditions of contract with such modifications as are agreed upon.
5. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. We have submitted the Tender Fees, EMD/exemption for the same as per the instructions.
7. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the Performance Security in such form as contained in the GCC of tender or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 14 days or extended time thereafter from the date of receipt of letter of acceptance, we may be disqualified and debarred for a period of three (3) years from participating for

tenders at New Mangalore Port Authority duly informing the MSME authorities if applicable.

8. We agree that the payment shall be made direct to us by the Port Authority in Rupees.
9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ Day of _____ in the capacity of _____ duly authorized to sign the Tender for and on behalf of

(IN BLOCK CAPITALS)

Signature:

Witness

Address:

FORM OF AGREEMENT

THIS AGREEMENT made at Mangalore this _____ day of _____ BETWEEN M/s. _____ (hereinafter called "the PARTNERSHIP FIRM") which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators successors and permitted assigns) of the one part and THE BOARD OF NEW MANGALORE PORT AUTHORITY having its Office at Panambur, Mangalore (herein after called "The Board") which expression shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include their successors and assigns) of other part, WHEREAS the Board have accepted a tender by the PARTNERSHIP FIRM for Audit of "Tenders Scrutiny and documents" for 3 years from 2024-25 to 2026-27"vide work order No.....dated.....

NOW THIS AGREEMENT WITNESSESTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents annexed herein shall be deemed to form and be read and construed as part of this Agreement, viz –
 - a) The said tender
 - b) The acceptance of tender
 - c) The conditions of Contract
 - d) The scope of work/specifications.
 - e) The Price schedule and all other Annexure
 - f) The PARTNERSHIP FIRM's all correspondence, by which the Contract is added, amended, varied or modified in any way by mutual consent.
3. In consideration of the payments to be made to the PARTNERSHIP FIRM as hereinafter mentioned the PARTNERSHIP FIRM HEREBY COVENANT with the Board for "Audit of "Tenders Scrutiny and documents" for 3 years from 2024-25 to 2026-27" in conformity in all respects with the provision of the Contract.
4. The Board HEREBY COVENANT to pay to the PARTNERSHIP FIRM in consideration of the work of "Audit of "Tenders Scrutiny and documents" for 3

years from 2024-25 to 2026-27”, the Contract Price or and such other sum as may be payable at the time and in the manner prescribed by the Contract.

5. IN WITNESS WHEREOF the parties hereunto have set their hands and seals, the day and year first above written. This Agreement is assigned as FIN...../2024-25 dated...../...../2024 and contains with.....pages in all.

Signed, sealed and delivered

by _____ for and on behalf of

(PARTNERSHIP FIRM)

Witness

1.

COMPANY SEAL

2.

FA & CAO

For and On behalf of the NMPA

(Board)

Witness

1.

2.

FORMAT OF PERFORMANCE SECURITY DEPOSIT BANK GUARANTEE

1. In consideration of the Board of the New Mangalore Port Authority (hereinafter called “The Board”) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns has awarded the Contract for “**Audit of “Tenders Scrutiny and documents” for 3 years from 2024-25 to 2026-27**”vide Work Order No._____(hereinafter called ‘the Contract’) to M/s. “Name of the PARTNERSHIP FIRM” (hereinafter called the ‘PARTNERSHIP FIRM’) which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include his heirs, executives, administrators, successors and permitted assigns under the terms and conditions of the Contract, made between the PARTNERSHIP FIRMS and the Board, the PARTNERSHIP FIRM is bound to submit a performance Guarantee of Rs.----- /-(Rupees-----) to Board, we the Corporation Bank, full address of the bank to be mentioned(hereinafter referred to as ‘the Bank’) at the request of the PARTNERSHIP FIRMS do hereby undertake to pay to the Board an amount not exceeding Rs._____/-(Rupees_____) against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the PARTNERSHIP FIRMS of any of the terms and conditions of the said Contract.
2. We, _____ (Name of the Bank), do hereby undertake to pay Rs._____/-(Rupees_____) as the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the PARTNERSHIP FIRM’s failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs._____/-(Rupees _____).
3. We, _____(Name of the Bank), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the PARTNERSHIP FIRM in any suit or proceeding before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by

us under this bond shall be a valid discharge of our liability for payment there under and the PARTNERSHIP FIRM shall have no claim against us for making such payment.

4. We, _____(Name of the Bank), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Chief Mechanical FA & CAO of the said Board certified that the terms and conditions of the said Contract have been fully and properly carried out by the said PARTNERSHIP FIRMS and accordingly discharge this guarantee. Unless the demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liabilities under this guarantee thereafter. This Guarantee will remain in force from the date hereof, i.e. till _____ and unless a demand or suit or action to enforce any claim under the guarantee is made within three months from the date of expiry of this guarantee, i.e. on or before _____, all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under this guarantee thereafter PROVIDED, that the Bank shall at the request of the Board but at the cost of the PARTNERSHIP FIRMS, renew or extend this guarantee for such further period or periods as the Board may require from time to time.
5. We, _____(Name of the Bank), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said PARTNERSHIP FIRMS from time to time to postpone from any time or from time to time any of the powers exercisable by the Board against the said PARTNERSHIP FIRMS and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the PARTNERSHIP FIRMS or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the PARTNERSHIP FIRMS or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This Guarantee will remain valid for the entire period as agreed, even though there happens to be change in the constitution of the bank or that of the PARTNERSHIP FIRM.
7. We, _____(Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
8. Our liability under this Guarantee shall not exceed Rs._____-/- (Rupees_____).
9. This Guarantee shall valid up to _____.
10. We, are liable to pay the guaranteed amount or any part thereof under this guarantee only & only if you serve us a written claim or demand on or before ----/----/202 .
11. The Bank Guarantee is en-cashable at our _____ branch at Mangalore, Karnataka

Dated ----- day of -----2024

For

(Authorised Signatory/s)

(Name & Code No.)

(For and on behalf of Bank.)

Format for Declaration

(To be executed on bidder's letter head)

To

 Audit of "Tenders Scrutiny and documents" for 3 years from 2024-25 to 2026-27

Ref: _____

The undersigned, having studied the pre-qualification submission for the abovementioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (e) We state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ is full and final for all legal/contractual obligations (delete if not required).
- (f) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the Financial Bid, the Tender will be rejected summarily without making any further reference to the Bidder.
- (g) We also state that we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- (h) We also undertake that, currently we don't have any litigation.

Date:

Place:

Name of the Applicant : _____

Represented by (Name & capacity) _____

(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

FORMAT OF POWER OF ATTORNEY (in original)

In favor of signatory/s to the Tender, duly authenticated by Notary Public.

POWER OF ATTORNEY IN FAVOUR OF ----- (Name, Designation, Company name)

TO ALL TO WHOM THESE PRESENTS shall come, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) do hereby sub-delegate/delegate, in terms of the powers delegated to me by the Board of Directors, -----(name of the Co.) to Shri ----- (name, designation & address of the Attorney) the following:

NOW KNOW YE AND THOSE PRESENTS that I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), do hereby authorize and empower Shri ----- (name, designation & address of the Attorney) to do severally amongst others, for the purpose of carrying on our business, the following:

- a) To represent lawfully the (name of the Co.) for obtaining bid/tender documents, prepare, sign, execute and submit tenders for execution of "Audit of "Tenders Scrutiny and documents" for 3 years from 2024-25 to 2026-27". Or any other works incidental to such works
- b) To discuss the technical and financial matters, negotiate and accept prices and take decisions regarding terms and conditions and sign agreements and contracts and also to bind the (name of the Co.) to the arbitration clause included in the contract.
- c) For all or any of the purposes here of to sign and deliver or otherwise execute such deed or deeds, transfer or transfers, endorsement or endorsements and to perform such other acts, matters, things as the Attorney shall consider requisite or advisable as full and effectively as the Company could do, if present and acting there.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) in terms of the powers delegated to me by

the Board of Directors of (name of the Co.), do hereby agree that all acts, deeds and things done by the said Attorney by virtue of this power of attorney, shall be construed as acts, deeds and things done by the Company.

I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors), further undertake to ratify and confirm whatever our said attorney shall do or cause to be done for the Company, the said Company, in the premises, by virtue of the powers hereby given.

WHEREAS, this sub-delegation is signed and delivered to Shri ----- (name & designation of the Attorney), on this _____ day of _____, 20____ (Two thousand _____).

WHEREAS, even though this sub-delegation is signed on this _____ day of _____ 20____ (Two thousand _____), will have effect from the date he signs and receives this delegation.

IN WITNESS WHEREOF, I, (Name & address of the authorized person to sub-delegate/delegate powers, delegated on him by the Board of Directors) has, this _____ day of _____ 20____ (Two thousand _____) set my hands and subscribed my signature unto this instrument.

SIGNED AND DELIVERED ON

_____ BY

(Name of authorized person to delegate powers)

WITNESS:

SIGNED AND RECEIVED ON

_____ BY

(Name & designation of Attorney)

Bank Information for E-Payment

1	Name and full address of the Bidder	
2	Credit Account No. (Should be full 14 digit)	
3	Account type (SB or CA or OD)	
4	Name of the Bank	
5	Branch (Full address with Telephone No.)	
6	MICR code (should be 9 digit)	
7	Telephone/Mobile/Fax/ e-mail of the Bidder	Telephone:
		Mobile:
		e-mail:
8	Xerox copy of a cheque should be enclosed	
9	PAN (Xerox copy of Permanent Account Number shall be enclosed)	

Signature and seal of the Bidder

Credential Bid Form

Sl.No	Item	Supporting Evidence
1	The PARTNERSHIP FIRM should be a in continuous existence for a period of at least 5 years either practicing CA/CMA/CS as on 31-03-2024.	Attach Constitution Certificate generated online from The Institute of Chartered Accountants of India/The Institute of Cost accountants of India/The Company Secretaries 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/The Institute of Cost accountants of India/The Company Secretaries of India
3	The firm considered for appointment must have carried out statutory Audit/special Audit/Internal Audit of minimum 5 different Public/Private Limited Companies/Government organizations in the preceding five years till 31.03.2024. The work order must be issued between 2019-20 to 2023-24.	Attach copy of a) PO/work order (Mandatory) and b) Completion certificates of the respective PO/work order OR 26AS along with invoices raised for the respective PO/work order
4	Firm should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years as on 31.03.2024.	Firm identity card downloaded from ICAI/ICMAI/ICSI website with local branch details.

Signature and seal of the Bidder

Bid Security Declaration Form

Tender No

To,

FA & CAO,

NMPA, Panambur, Mangaluru.

Sub: E-tender for

I/We, the undersigned declare that

I/We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with NMPA for a period of three (3) year from the date of notification if, I am /We

- a. Are in a breach of any obligation under the bid conditions,
- b. made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- c. If the bid is withdrawn or varied or modified in a manner not acceptable to the Employer during the validity or extended validity period duly agreed by the Bidder
- d. Any effort by the Bidder to influence the Employer on bid evaluation, bid comparison or contract award decision.
- e. Fail to commence the work on the specified date as per LOA/Work order and/or.
- f. Sign the Agreement AND/OR furnish the required Performance Security.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (Insert legal capacity Of Person Signing The Bid Securing Declaration)

Name :(insert Complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of :(insert Complete name of the Bidder)

Dated on ____day of _(insert date of signing) Corporate Seal (where appropriate)

PRICE BID

Description	Total Amount
Professional Charges for Audit of “Tenders Scrutiny and documents” for 3 years from 2024-25 to 2026-27	

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 with technical bid, bid is liable to be rejected.**

PART- IV

NMPA BANK DETAILS

Name of the Payee:

The FA & CAO, NMPA, Panambur, Mangaluru for remitting Tender fee through NEFT / RTGS.

1	Name of the bank	State Bank of India, Panambur, Mangaluru -575 010
2	Bank Account no.	10205649448
3	IFSC Code.	SBIN0002249
4	MICR Code.	575002011

CHECK LIST

Tender No:

SCHEDULE FOR CHECKLIST OF DOCUMENTS TO BE UPLOADED ALONG WITH
TECH NO-COMMERCIAL BID

DETAILS OF DOCUMENT TO BE SUBMITTED			YES	NO
TECHNICAL BID	1	EMD & Tender fee or supporting document for exemption of EMD /Tender Fee as per clause 2.2.1 (n)		
	2	Supporting documentary evidence of work orders and satisfactory completion certificate issued by the client duly self-attested and TDS certificate of the supporting work.		
	3	Certificates: A) GST Registration Certificate. B) PAN card copy		
	5	Tender Document, sealed and signed by the bidder along with Pre-bid replies, Corrigendum/Addendums if any.		
	6	a) Annexure - 1 - Particulars of Bidder. b) Annexure - 2 - Tender Form c) Annexure - 5 - Format of Declaration d) Annexure - 6 - Power of Attorney e) Annexure - 7 - Bank information for E-payment f) Annexure - 9 Bid Security Declaration -		
	PART-III - Price Schedule (Online Mode Only)	g)		
PRICE Bid				