

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

TENDER DOCUMENT FOR

“Special Audit on Accounts of NMPA’s Public Private Partnership(PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) ,M/s. Mangalore Coal Terminal Private Limited (MCTPL)and M/s. Srinivas Health Care Port Hospital Pvt Ltd (SHCPHPL)”

2025

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

NIT No.NMPA/FIN/REV/CA/2024-25

DATED: 23-01-2025

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

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 दस्तावेजों के साथ संलग्न किया जा सकता है। यह बोली दस्तावेजों के कम अपलोड को सुनिश्चित करेगा। The Bidders can update well in advance, the documents such as certificates, purchase order details etc., Under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

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

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

8. यदि कोई स्पष्टीकरण हैं, तो यह ई-प्रोक्योरमेंट पोर्टल के माध्यम से या निविदा दस्तावेज में दिए गए संपर्क विवरण के माध्यम से ऑनलाइन प्राप्त किया जा सकता है। बोलीदाता को पोर्टल पर ऑनलाइन या

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

<http://newmangaloreport.gov.in> पर बोली प्रस्तुत करने से पहले प्रकाशित किए गए 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 any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account the corrigendum published before submitting the bids online on the portal or on **<http://eprocure.gov.in/eprocure/app>** or

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

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

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

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

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

13. यह ध्यान रखना महत्वपूर्ण है कि, बोली लगाने वाले को फ्रीज बोली बटन पर क्लिक करना होगा, यह सुनिश्चित करने के लिए कि वह बोली प्रस्तुत करने की प्रक्रिया पूरी करता है। 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, he/she completes the Bid Submission Process. Bids, which are not frozen, are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

The GST applicable shall be shown as a separate line items in the Tax invoices to avail input 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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**NEW MANGALORE PORT AUTHORITY
FINANCE DEPARTMENT**

NIT No:NMPA/FIN/REV/CA/2024-25

Date: 23-01-2025

TENDER ID:

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

M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL),M/s. Mangalore Coal Terminal Private Limited (MCTPL)and M/s. Srinivas Health Care Port Hospital Pvt Ltd (SHCPHPL)”.

Estimated Amount put to Tender	Rs.10,85,000/-
Bid Security	Rs.25,606/-(Twenty five thousand six hundred and six only)
Cost of Tender (Tender fee)	Rs.560/-(Five Hundred Sixty only including GST @12%)
Document download start date and time	23-01-2025 12.00Hrs
Seek clarification start date and time	29-01-2025 10.00Hrs
Seek clarification end date and time	31-01-2025 17.00Hrs
Date and Closing time for submitting queries for Pre-bid clarifications on Tender document.	5-02-2025 17.00 Hrs The queries shall be sent through email to i. manoj.varghese@nmpt.gov.in , ii. anil.bhalekar@nmpt.gov.in ,
Bid submission start date and time	10-02-2025 10.00Hrs
Bid submission closing date and time	17-02-2025 15.00Hrs
Date & time of opening of Cover -I : Technical Cover - II : Financial	19-02-2025 15.00Hrs will be informed later
Validity of Tender	180 days

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

<http://newmangaloreport.gov.in>

and

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

**FA & CAO
New Mangalore Port Authority**

Section-1: Preamble

NAME OF WORK: Special Audit on Accounts of NMPA's Public Private Partnership (PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) ,M/s. Mangalore Coal Terminal Private Limited (MCTPL) and Srinivas Health Care Port Hospital Pvt Ltd (SHCPHPL).

1. SCOPE OF WORK:

- 1.1 To undertake work of Special Audit on Accounts of NMPA's Public Private Partnership (PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) , M/s. Mangalore Coal Terminal Private Limited (MCTPL) and M/s.Srinivas Health Care Port Hospital Pvt Ltd (SHCPHPL) as mentioned in section 3 of this TENDER. This work will be for a definite period and will not amount to any kind of employment obligation on the part of NMPA.
- 1.2 The Process for appointment will be for rendering services of Special Audit of M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) , M/s. Mangalore Coal Terminal Private Limited (MCTPL) for the period FY 2024-25, F.Y-2025-26 & FY 2026-27 and M/s.Srinivas Health Care Port Hospital Pvt Ltd (SHCPHPL) for the period F.Y-2025-26 & FY 2026-27 at an estimated cost of Rs 10,85,000/- .Further extension shall be given for 1 year based on evaluation of performance with the approval of competent authority and mutual consent, with same terms and conditions and rate of the contract.

2. CLARIFICATION REQUESTS :

The written queries/ clarifications to be sent to the NMPA office by

05-02-2025 17.00Hrs

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

Manoj Varghese,

A.O Gr-1 (Revenue)

Ph: 9731695064, 9747413197

Email.Id: manoj.varghese@nmpt.gov.in

Section 2: Background of New Mangalore Port Authority

2.1 Background

The New Mangalore Port Authority (NMPA) is one of the 12 Major Port Authorities in India. The Port is functioning under the Major Port Authorities Act 2021 under the Administrative Control of Ministry of Ports Shipping & Waterways, Govt. of India.

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

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

2.2 Financial Performance

The Cargo handled during 2023-24 by the Port was 45.71 Million tonnes. The Operating income during the year 2023-24 was Rs.862.66 crores and the Operating surplus was Rs.569.90 crores. Profit after tax amounted to Rs.372.02 crores.

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

2.3 Estimated cost

Estimated cost of said work is Rs.10,85,000/- excluding GST.

Section 3: Scope of Work

SCOPE OF SPECIAL AUDIT

The Concession agreement mandates the appointment of Chartered Accountant to conduct a Special Audit of the Gross Revenue and the financial statements, documents and supporting evidences there to, to check whether the revenue has been properly recorded, bills have been properly issued, that the entire revenue collected by the PPP Operator as found in the PPP Operator's P&L Account etc., as royalty in the form of Gross Revenue share is payable to NMPA i.e. the Concessioneing Authority. The Primary Job of the auditor will be to certify Monthly Gross receipts by the PPP operator in relation to various services rendered in accordance with the concession agreement. Certifying the revenue share on month to month basis, reconciling escrow accounts maintained as per concession agreement and certifying that the escrow account deposits and withdrawals are as per intended purpose. In this connection, the broad scope of work to be performed by the auditor is stated below.

- 1) The audit has to be conducted with a view to see whether:
 - i. All the earnings earned by the respective PPP operator of NMPA is covered under gross earnings reported by the PPP Operator as well as earnings considered for the revenue share due to the NMPA including a certification to this effect by the special auditor (L1 Bidder).
 - ii. There are any delays and / or irregularities in maintaining the accounts and reports, as per statutory regulation.

- 2) The auditor has to ensure the compliance of all clauses relevant to financial issues viz., Monthly Gross Earnings, reconciliation of escrow account every quarter (with submission of quarterly report to NMPA thereof) to ensure the escrow account is being operated for the purpose envisaged in the concession agreement, amount due to NMPA and actually received by NMPA etc., as per the respective Concession Agreement/License Agreement entered with NMPA by the respective PPP Operator.
 - i. Reports submitted are supported by basic records.
 - ii. Certificates to be issued, wherever necessary.
 - iii. Any other matter referred by NMPA in accordance with the concession agreement.

- 3) The audit shall cover the compliance of relevant Articles of Concession Agreement relating to Revenue related matters and Finance related issues like sharing of data through online, submission of Audited Annual Accounts, Shareholding pattern and accordance with the Accounting Standards and Income Tax Act etc.
- 4) The auditor shall verify whether all charges collected by the respective PPP operator are as per the approved Scale of Rates (S.O.R) of the Port (including any escalation factor as per WPI etc from time to time in force) / such other regulations or orders as may come into force on time to time and the same is considered as Gross Earnings for the purpose of calculating Revenue Share. Other Financial issues like shareholding pattern, Penalty for work achievement of performance standard etc., as per concession agreement shall also be verified and reported in the monthly report.
- 5) The auditor has to provide necessary data/calculations on any components of Gross Revenue or any queries on Gross Revenue at a later stage after the audit of the below stated PPP operators for the FY 2024-25, F.Y 2025-26 & FY 2026-27, if requested by NMPA free of cost.
- 6) The soft copies of the reports along with supporting documents, if any has to be provided to NMPA on a regular basis.

Note: The audit has to be done for 3 (three) years viz., FY 2024-25, FY 2025-26, & FY 2026-27 for M/s.JSWMCTPL & M/s.MCTPL and 2 (two) years viz., FY 2025-26, & FY 2026-27 for M/s.SHCPHPL separately with single report for each half year (Bi-Annually) and a report on gross receipts has to be submitted on monthly basis for the year 2025-26 onwards. Along with Escrow account reconciliation report on quarterly basis for the above said years.

Audit Report:

- i. The report shall be submitted in two parts. The first part will contain a general report on revenue earned and second part will contain revenue share to be remitted warranting report on omissions and evasions and appropriate rectification/compensation to the Port.
- ii. Compliance of relevant section of Concession Agreement with Concessionaire/PPP Operator.

- iii. The report should be submitted in a Pen drive, 2 (Two) hard copies and by email to FA mail (facao@nmpt.gov.in) endorsing copy to relevant PPP Operator.
- iv. The report should concentrate/give more attention to improvement in system controls in the collection of revenue share and monitoring the PPP Operators with respect to compliance of revenue related and financial issues related clauses of the Concession Agreement.
- v. Presentation has to be made by the Auditor on quarterly basis with the observations and findings and future course of action.
- vi. On completion of audit for each month of the financial year, a detailed report is to be submitted indicating the work done covering revenue earned and revenue share due thereon to the port with respect to upfront tariff for each PPP project as well as running note highlighting the observations.

The work shall be carried out as per the scope and procedure indicated in the tender.

Article 9.4 of Certified Accounts of the concessionaire agreement of M/s. Mangalore Coal Terminal Pvt Ltd and M/s JSW Mangalore Container Terminal Pvt Ltd, Article 26.3 of the concessionaire agreement of M/S.Srinivas Health Care Port Hospital Pvt Ltd, the contents in the respective articles are stated below:

i. During the subsistence of this Agreement, the Concessionaire shall maintain all documents and supporting evidences for its financial statements including agreements and documents with respect to all capital and debt raised by the Concessionaire, capital and revenue expenses towards the Project, ship/ vessels/user wise information, and as relevant, the details of cargo handled by category, tariffs charged and the amount of rates received. The concessionaire shall submit to the Concessioneing Authority a financial statement of Gross Revenue for every 6(six)monthly period ending 30th September and 31st March every year, duly certified by the Statutory Auditors. The certificate must be furnished within 30 (thirty)Days of the end of each such period (Article 9.4 of the CA)

The Concessing Authority shall, at its own cost, have the option to appoint another firm of chartered accountants duly licensed to practice in India (the "Additional Auditor:") to conduct a special audit of the Gross Revenue and the financial statements, documents and supporting evidences thereto as may be mandated by the Concession Authority and report to the Concessing Authority such information as may be desired by the Concessing Authority for any period and the Gross Revenue (Special Audit").(Article 9.4 & 26.3 of the CA)

In the event that the Gross Revenue reported by the Additional Auditor is higher than that reported by the Statutory Auditor, the auditors shall meet to resolve such differences and if they are unable to resolve the same the Concessionaire shall pay Royalty on the Gross Revenue reported by the Additional Auditor. The Concessionaire shall also pay interest @SBI PLR plus 2%(Two percent) on the difference between the Royalty paid by the Concessionaire based on the Gross Revenue reported by the Statutory Auditor and that payable by the Concessionaire based on the Gross Revenue reported by the Additional Auditor for the intervening period between the payment of the Royalties as above. Further the Concessionaire shall reimburse all costs, charges and expenses related to the Special Audit Without prejudice to the aforesaid, if the difference between the Gross Revenue reported by the Additional Auditor and that reported by the Statutory Auditor is higher than 5%(five percent), the Concessing Authority shall at its sole discretion have the right to require a Special Audit for the entire outstanding tenure of the Concession. (Article 9.4 & 26.3 of the CA)

In the event that the Gross Revenue reported by the Additional Auditor is higher than that reported by the Statutory Auditor, the auditors shall meet to resolve such differences and if they are unable to resolve the same the Concessionaire shall pay Royalty on the Gross Revenue reported by the Additional Auditor. The Concessionaire shall also pay interest @SBI PLR plus 2%(Two percent) on the difference between the Royalty paid by the Concessionaire based on the Gross Revenue reported by the Statutory Auditor and that payable by the Concessionaire based on the Gross Revenue reported by the Additional Auditor for the intervening period between the payment of the Royalties as above. Further the Concessionaire shall reimburse all costs, charges and expenses related to the Special Audit Without prejudice to the aforesaid, if the difference between the Gross Revenue reported by the Additional Auditor and that reported by the Statutory Auditor is higher than 5%(five percent), the Concessing Authority shall at its sole discretion have the right to require a Special Audit for the entire outstanding tenure of the Concession. (Article 9.4 & 26.3 of the CA).

Manpower requirement:

- The successful bidder has to ensure that all the key team members deployed personnel on the project matches the job profile with the scope of work and to manage the scope of work within due dates specified below.
- The partner or employee of the firm who is having an experience in ERP based environment will be required to visit at least 6-8 days (minimum of 3-4 hours a day) in a month to carry out the above referred scope of work and as and when required at NMPA.
- Partner to visit and attend meetings as and when required for discussion with Senior Officers of NMPA.

Office arrangements:

- The successful bidder shall make their own arrangements for office stationery and other office equipment facilities such as laptops etc.

Target Dates:

Audit for FY	Monthly report	Bi Annual – Special Audit	Annual – Special Audit
2024-25	-	-	2 months from the date of submission of audited financial statement of the Gross Revenue of PPP Operator for the year.
2025-26	1 Month from the date of submission of audited financial statement of the Gross Revenue of PPP Operator For the year.	1 Month from the date of submission of audited financial statement of the Gross Revenue of PPP Operator For the year.	1 Month from the date of submission of audited financial statement of the Gross Revenue of PPP Operator For the year.
2026-27	7 Days from the end of the month.	1 Month from the date of submission of financial statement of the Gross Revenue of PPP Operator for every 6 (six) monthly period Ending 30th September and 31st March every year.	1 Month from the date of submission of audited financial statement of the Gross Revenue of PPP Operator for the year.

Escrow account reconciliation report on quarterly basis for the above said years.

Payment Terms:

After submission of reports of the above stated PPP operators	Payment Ratio
For FY 2025-26,2026-27	
Monthly	5% of the cost quoted for a Financial Year for PPP operator by the bidder
Bi-Annually	NIL
Annual	40% of the cost quoted for a Financial Year for PPP operator by the bidder
For FY 2024-25	
Annual	100% of the cost quoted for a Financial Year for PPP operator by the bidder

Section 4: Eligibility Criteria

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

S.No	Eligibility Condition
1	The auditors firm should be a partnership firm in continuous existence for a period of at least 5 years.
2	There should be at least 2 full time partners in the firm, out of whom 1 partner should have standing of more than 5 years in practice.
3	The firm considered for appointment must have carried out statutory/ internal/ special Audit of minimum 5 different Public/Private Limited Companies/Government organizations in preceding five years till 31.03.2024.
4	Firm should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years as on 31.03.2024.
5	The firm must be empanelled by CAG for auditing PSUs.

Note:

- 1) Consortium or Joint Ventures are not allowed.
- 2) All the credential documents as per Annexure A(Credential Bid Form) need to be scanned and submitted ONLINE only through CPP Portal.

Section 5: E - Bidding Process

- a) Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms, and requirement specifications in the Tender document with full understanding of its implications. Failure to furnish all information required in the TENDER Document or submission of a bid not substantially responsive to the TENDER document in all respects will be at the bidder's risk and may result in the rejection of the bid. Any bids containing price bid along with technical bid is liable to be rejected. Declaration in Annexure B and Annexure D needs to be uploaded along with Technical bid. Any false/wrong statement in these declarations will lead to rejection of bids.
- b) All the bids must be valid for a period of 180 days from the date of TENDER opening. If necessary, NMPA will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD

Section-6: Bid Composition

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

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

I. Tender Fee & Earnest Money Deposit

- i. The tender fee of Rs. 500/- + 12% GST shall be remitted through RTGS/NEFT to below mentioned account.
- ii. The Bid security (EMD) of 25,606/-Twenty five thousand six hundred and six only) shall be remitted through RTGS/NEFT to below mentioned account.
- iii. In the event of bidder withdrawing his tender before the expiry of tender validity period of 180 days from the date of opening of technical bid, the tender submitted by the bidder shall be cancelled and EMD shall be forfeited.
- iv. The Earnest Money Deposit of unsuccessful bidder shall be returned on award of assignment to the successful bidder. No interest shall be payable on the amount of E.M.D in any case. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) after he has signed the agreement and furnished required performance security.
- v. NMPA reserves the right to forfeit the Earnest Money Deposit in respect of successful bidder, if he fails to furnish the acceptance letter within 30 days from the date of receipt of Work order and fails to furnish the required performance security.
- vi. The NMPA bank details are as follows:-
 - 1) Name of the Bank: State Bank of India, Panambur, Mangalore - 575 010.
 - 2) Bank A/C No. 10205649448
 - 3) IFSC Code: SBIN0002249
 - 4) MICR Code: 575002011
- vii. The benefit of Exemption of EMD& Tender Fees to all micro and small Enterprises (MSME) will be considered, subject to submission of valid registration certificate.
- viii. The Earnest Money Deposit can be forfeited if a Bidder
 - Withdraw its bid during the period of bid validity.
 - In case successful Bidder fails to sign the contract or furnish the required Performance Security within the stipulated time. In the event of forfeiting the EMD / SD and while imposing penalty, GST as applicable will be collected.

II. Security Deposit

- i. The Performance Security at 5% of the Contract amount including GST should be submitted as Bank Guarantee within 30 days of receipt of letter of acceptance.
- ii. Bank Guarantee shall be issued by a Nationalized /Scheduled Indian bank having its branch at Mangalore is acceptable. Format of Bank Guarantee is specified in Annexure E of this tender document.
- iii. Bank Guarantee shall be in compliance with a digital confirmation (SFMS mode) which shall be sent by the issuer's Bank directly to the Ports Primary Bank i.e. SBI to its Authorized Dealer Code.SBIN0000871 within 15 days from the date of issue of letter of acceptance with a claim period valid throughout the contract period and additional 90 days.
- iv. In case of termination of the contract for any reason, the Security Deposit shall stand forfeited, either wholly or partly and the contractor(s) shall have no claim whatsoever against the NMPA in consequence of such termination of contract.
- v. In the event the contractor(s) gives up the work before expiry of the contract or is unable to service the contract for whatever reason, the Security Deposit shall stand forfeited.
- vi. No interest shall be payable on the Security Deposit.
- vii. The NMPA shall also be entitled to make recoveries from the contractor's bills, Security Deposit or from any other amount due to him, against any over payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The Security Deposit paid by the contractor towards satisfactory performance of the contract shall, subject to necessary deductions, if any, be returned to him after three months on expiry of the contract.

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

Section-8: Last date for bid submission

- a. E-Bids, complete in all respects as mentioned in section 4, 5, 6 and 7 must be submitted through CPP Portal as per the date and time for closing of submission of E-bid(s).
- b. Port may at its own discretion, extend the date for bid submission. In such a case all rights and obligations of Port and the Bidders shall be applicable to the extended time frame.
- c. The bids submitted by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- d. At any time prior to the last date for receipt of bids, Port may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by an amendment. The amendment will be notified on E-tendering portal: <http://eprocure.gov.in/eprocure/app> and NMPA official website and should be taken into consideration by the prospective bidders while preparing their bids.
- e. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, NMPA may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- f. The bidders will bear all costs associated with the preparation and submission of their bids. NMPA will, in no case, be responsible or liable for those costs, regardless of the outcome of the tender process.
- g. Printed terms and conditions of the bidders, will not be considered as forming part of their bid. In case terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

Section-9: Opening of Bids

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

Section-10: Bid Validity

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

Section-11: Evaluation of bids

11.1

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

11.2 Credential Evaluation

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

Section-12: Signing of contract and Award of Contract (Appointment)

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

Section-13: Termination of contract

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

Section-14: Change of Name of the Firm

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

Section-15: Confidentiality

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

Section-16: Security

- a) The agency or its deployed personnel, by virtue of working on NMPA, can't claim any rights on the work performed by them. NMPA will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.
- b) The agency will ensure that no information shall be leaked out about the software, hardware, including Electronic form or otherwise, by the manpower posted by them.

Section-17: Terms of Payment

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

Section 18: General Terms and Conditions

- a. Period of Contract:** The Period of engagement of Special auditor shall be as per Scope of work. If NMPA feels satisfied with services provided during the period of contract, the contract may be extended for another 1 (One) year with the approval of Competent Authority and mutual consent, with same terms and conditions and rate of the contract.
- b. Performance of Work:** The work shall be carried out as set out in the scope of work covered in the contract. The firm on award of the work shall commence the work by deploying the requisite manpower for executing the scope of work.

- c. Indemnity Clause:** NMPA shall recover damages/losses in the event of deficiency in services, certifications, opinions and non-compliances of Income Tax Law which results in pecuniary loss to NMPA. Also in the event of non-completion of the contract or inadequate performance loss, the loss will be recovered from the performance guarantee / charges payable to the consultant. In the event of non-compliance of Tax Law like non filing of returns within due date, the penalty as provided in the Income Tax Act/Rules shall be recovered from the consultants.
- d. Undertaking:** The successful bidder has to execute an undertaking on Rs.100/-stamp paper for undertaking the assignment as per the scope of work specified under special terms and conditions of the tender and to comply with the general terms and conditions of the tender.
- e. Declarations:** A self-declaration should be provided by the bidder on the letterhead of their organisation/firm on the following points
- a. The bidder should not have been blacklisted for supply of any services to NMPA or any other Government department/agency in India.(Annexure-F)
 - b. The bidder should not be owned or controlled by any employee (or any of his/her relative) of NMPA

Note: All the documents shall be certified by the authorised signatory of the firm who is competent to make any declarations.

- f.** All the conditions appearing in Tenderer's letter head or elsewhere stands cancelled and the conditions as mentioned in this tender, pre bid queries, corrigendum's & addendums will alone be valid and supersede any or all the conditions appearing in any of the papers submitted by the tenderer.

Section 19: Force Majeure

Force majeure shall mean –

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

Section 20: Arbitration and Jurisdiction

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

Section 21: Applicable Law

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

Credential Bid Form

S.No	Item	Supporting Evidence
1	The auditors firm should be a partnership firm in continuous existence for a period of at least 5 years.	Attach Constitution Certificate generated online from The Institute of Chartered Accountants of India
2	There should be at least 2 full time partners in the firm, out of whom 1 partner should have standing of more than 5 years in practice.	Attach Constitution Certificate generated online from The Institute of Chartered Accountants of India
3	The firm considered for appointment must have carried out statutory/ internal/ special Audit of minimum 5 different Public/ Private Limited Companies/ Government organizations in preceding five years till 31.03.2024.	Attach copy of PO/work order and completion certificates/26AS along with invoices raised in this regard.
4	Firm should have branch office in Dakshina Kannada/Udupi districts of Karnataka State for at least 5 years as on 31.03.2024.	Firm identity card downloaded from ICAI website with local branch details.
5	The firm must be empanelled by CAG for auditing PSUs.	Attach latest self attested certificate given by C& AG.

OFFER LETTER

To,

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

Subject: - Special Audit on Accounts of NMPA's Public Private Partnership (PPP) operators – M/s. JSW Mangalore Container Terminal Private limited (JSWMCTPL) , M/s. Mangalore Coal Terminal Private Limited (MCTPL) and M/s.Srinivas Health Care Port Hospital Pvt Ltd (SHCPHPL)".

I/We _____ (kindly mention PAN No, Date of Constitution of firm and ICAI firm registration number-Mandatory) have read the various conditions detailed in Tender documents attached here to and hereby agree to ABIDE BY THE SAID CONDITIONS.

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

I/We also agree to keep this offer open for acceptance for a period of 180 days from the date of submission and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money.

I/We offer to provide above services at the rates quoted in the BOQ and hereby bind myself/ourselves to complete the work within the prescribed period as mentioned in LOA.

I/We also hereby agree to abide by the Various Conditions of Contract and to carry out the services as per the Standards prescribed by the Institute of Chartered Accountant of India/Institute of Cost & Works Accountants of India.

EMD of Rs.25,606/- and tender fees of Rs.500+12% GST has been paid. Details as mentioned below:

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

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

SIGNATURE OF Bidders Date:

Bidder address.

SIGNATURE OF WITNESS:

- 1.
- 2.

PRICE BID

Description	No. of Units (Financial Years)	Amount per unit	Total Amount
Professional Fee :	8	Bidding Amount	

Note:

1. Rate quoted shall be inclusive of all local travelling, conveyance, printing, stationery and all other taxes and duties excluding Goods & Service tax. The applicable percentage of Goods & service tax shall be paid as applicable.
2. Price bid should only be submitted through CPP portal in provided form. If price bid is submitted along technical bid, bid is liable to be rejected.

Certificate to avoid conflict of interest

- 1. “The Auditor is independent and has arm’s length relationship with the Company. Certified that firm including all of its partners will not be engaged in any activity of JSWMCTPL, MCTPL , SHCPHPL and it’s subsidiaries including consultancy during Audit period under consideration”**
- 2. Certified that the firm has not provided any consultancy work to JSWMCTPL, MCTPL, SHCPHPL and it’s subsidiaries in preceding two Financial Years.**

Appointment is for the special audit for the period for FY 2024-25, FY 2025-26 & FY 2026-27 (JSWMCTPL) (MCTPL) and for the period for F.Y 2025-26 & F.Y 2026-27 (SHCPHPL).

SIGNATURE OF BIDDER

Name of Firm

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

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

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

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

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

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

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

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

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

Notwithstanding anything mentioned above,

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

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

Signature and seal of the guarantor _____

Name of Bank _____

Address _____ Date__

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

DECLARATION ON LITIGATION AND BLACKLISTING

(To be provided on the bidder's company letter head with signature and seal)

To

Sir,

Subject:

Tender Reference No.:for "APPOINTMENT OF AN SPECIAL AUDITOR OF PPP OPERATORS OF NEW MANGALORE PORT AUTHORITY FOR THE PERIOD FOR FY 2024-25, FY 2025-26 & FY 2026-27 (JSWMCTPL) (MCTPL) AND FOR THE PERIOD FOR F.Y 2025-26 & F.Y 2026-27 (SHCPHPL).

WE DECLARE THAT:

1. I/We have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below
 - 1.
 - 2.
3. I/We am / are not blacklisted or debarred in the last three years from providing service by any Central/State Government/Autonomous bodies/PSEs/ PSUs /Nationalised Banks / Public Limited Companies, etc., in India.
4. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely: as per your advertisement, given in the above mentioned website(s).
5. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein
6. The corrigendum(s) issued from time to time by New Mangalore Port Authority for the above subject work has also been taken into consideration, while submitting this acceptance letter.

7. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.
8. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
9. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then New Mangalore Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official seal)

Witness with signature

1) Name & Address

2) Name & Address