


Government eProcurement System		eProcurement System Government of India	
Tender Details		Date : 18-Mar-2025 11:57 AM	
 Print			
Basic Details			
Organisation Chain	New Mangalore Port Trust Finance Department-HQ - NMPT		
Tender Reference Number	NMP/FIN/BOOKS/IA/2025/1		
Tender ID	2025_NMPT_853544_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Lump-sum
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No
Payment Instruments		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	Bank Guarantee	
	2	R-T-G-S	
	3	FDR	
	4	ECS	
	5	NEFT	
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Bid
2	Finance	.xls	Price Bid
Tender Fee Details, [Total Fee in ₹ * - 1,120]		EMD Fee Details	
Tender Fee in ₹	1,120	EMD Amount in ₹	80,000
Fee Payable To	NILL	EMD Exemption Allowed	Yes
Fee Payable At	NILL	EMD Fee Type	fixed
Tender Fee Exemption Allowed	Yes	EMD Percentage	NA
		EMD Payable To	NEW MANGALORE PORT AUTHORITY
		EMD Payable At	PANAMBUR MANGALORE
Click to view modification history			
Work /Item(s)			
Title	APPOINTMENT OF AN INTERNAL AUDITOR FOR NEW MANGALORE PORT		
Work Description	Re-Inviting Short term tender.		
Pre Qualification Details	Please refer Tender documents.		
Independent External Monitor/Remarks	NA		
Show Tender Value in Public Domain	Yes		
Tender Value in ₹	40,00,000	Product Category	Consultancy
Contract Type	Tender	Sub category	Internal Audit
Bid Validity(Days)	90	Period Of Work (Days)	NA
Location	NMPA, Panambur	Pincode	575010
		Pre Bid Meeting Place	NA

Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	NMPA, PANAMBUR
Should Allow NDA Tender	No	Allow Preferential Bidder	Yes		

Preferential Bidder Category

S.No	Preference Category	Tolerance Percentage
1.	MSME	15.00
2.	Make in India	20.00

Critical Dates

Publish Date	18-Mar-2025 02:00 PM	Bid Opening Date	01-Apr-2025 03:00 PM
Document Download / Sale Start Date	18-Mar-2025 03:00 PM	Document Download / Sale End Date	31-Mar-2025 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	26-Mar-2025 09:00 AM	Bid Submission End Date	31-Mar-2025 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	APPOINTMENT OF AN INTERNAL AUDITOR FOR NEW MANGALORE PORT AUTHORITY, FOR PERIOD OF THREE (3) YEARS	482.95

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_897320.xls	Price Bid	387.00
	2	Additional Documents	InstituteICAIICircular-1-2023-24_55202315628183.pdf	ICAI CIRCULAR	323.00

Bid Openers List


S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	manoj.varghese@nmpt.gov.in	Manoj Varghese	MANOJ VARGHESE
2.	ashik.r@nmpt.gov.in	Ashik R	ASHIK RAVINDRA
3.	nareshkumar.b@nmpt.gov.in	Bykampady Naresh Kumar	BYKAMPADY NARESH KUMAR
4.	damodhara.as@nmpt.gov.in	Damodhara A S	DAMODHARA SUNDARA ALAJE

GeMARPTS Details

Reason for non availability of GeMARPTS ID	Urgent nature of Procurement
Remarks	URGENT WORK
Document Name	URGENTWORK.pdf
Document Size (in KB)	183.55

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative	H	Form Based BoQ	No

Chart Rank Type			
 eProcurement System			
Undertaking			
S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	
Tender Inviting Authority			
Name	FACAO		
Address	NMPA ADMIN OFFICE, PANAMBUR MANGALORE		
Tender Creator Details			
Created By	Ashik R		
Designation	Assistant Accounts Officer		
Created Date	18-Mar-2025 11:31 AM		



नव मंगलूर पत्तन प्राधिकरण
NEW MANGALORE PORT AUTHORITY

वित्त विभाग

FINANCE DEPARTMENT

**अल्पावधि निविदा आमंत्रित करने की
सूचना**

NOTICE INVITING TENDER –
SHORT TERM (NIT)

सं.NMP/FIN/BOOKS/IA/2025/1

**नव मंगलूर पत्तन प्राधिकरण के लिए 3 साल की अवधि तक आंतरिक
लेखा परीक्षक की नियुक्ति के कार्य हेतु निविदा दस्तावेज ।**

**BID DOCUMENT FOR THE WORK OF APPOINTMENT OF AN
INTERNAL AUDITOR FOR NEW MANGALORE PORT
AUTHORITY FOR A PERIOD OF
3 YEARS**

**वित्तीय सलाहकार एवं मुख्य लेखाधिकारी
FINANCIAL ADVISOR & CHIEF ACCOUNTS OFFICER.**

वित्त विभाग Finance Department,

नव मंगलूर पत्तन प्राधिकरण

NEW MANGALORE PORT AUTHORITY,

पणंबूर, मंगलूर, PANAMBUR, MANGALORE- 575010.

फोन Phone: 0824-2407341

ई. मेल. Email id: facao@nmpt.gov.in

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SECTION I – निविदा आमंत्रित करने की सूचना

NOTICE INVITING TENDER (NIT)

नव मंगलूर पत्तन प्राधिकरण

NEW MANGALORE PORT AUTHORITY

वित्त विभाग FINANCE DEPARTMENT

NIT No. NMP/FIN/BOOKS/IA/2025/1

Electronic Tenders (Two Cover System) are invited by New Mangalore Port Authority, Mangalore from prospective bidders fulfilling the Eligibility Criteria for Pre-qualification as stipulated in this notice for the work of “नव मंगलूरु पत्तन प्राधिकरण को तीन (3) वर्षों की अवधि के लिए आंतरिक लेखापरीक्षक की नियुक्ति, **APPOINTMENT OF AN INTERNAL AUDITOR FOR NEW MANGALORE PORT AUTHORITY, FOR PERIOD OF THREE (3) YEARS**”.

1.	अनुमान राशि Estimate Amount	Rs.40,00,000/- for Three years
2.	बयाना जमा Earnest Money Deposit (EMD) 2% of Estimate	Rs.80,000/- (Excluding GST) The EMD shall be in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt, Bankers Cheque, or shall be paid by RTGS in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of EMD to all Micro and small enterprises (MSE) will allowed. Shall upload with their offer, the proof of their being MSE registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi and Industries board (KVIB) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or Udyam Registration Certificate or any other body specified by Ministry of MSME.
3.	निविदा की लागत Cost of Tender	Rs.1,120/- (Rs.1,000/- + GST @ 12% Rs.120/-) Payment of Tender fee by NEFT in favour of F.A. & C.A.O., NMPA. Scanned copy should be uploaded along with bid. The benefit of Exemption of Tender Fees to all Micro and small enterprises (MSE) registered with district industries center (DIC) or Khadhi and village industries commission or Khadhi

		and Industries board (KVIV) or Coir board or National Small Industries Corporation (NSIC) or Directorate of handicrafts and handlooms or any other body specified by Ministry of MSME, will be considered.
4.	संविदा अवधि Contract period	THREE YEARS
5.	दस्तावेज़ डाउनलोड प्रारंभ तिथि और समय Document download start date and time	Refer Tender details page in CPP portal.
6.	निविदाएं प्रस्तुत करने की अंतिम तिथि और समय Last Date and Time for submission of Tenders	Refer Tender details page in CPP portal.
7.	खोलने की तिथि और समय Date and Time for opening of Part I (Cover I) (Techno-Commercial bid) Part II (Cover 2) Financial bid	Refer Tender details page in CPP portal. Shall be communicated separately.
8.	निविदा की वैधता Validity of tender	90 days from the date of opening the Part I (Cover I) –Commercial bid Documents.
9.	बोली सुरक्षा Bid Security	"Bid Security Declaration" has to be furnished vide Form - II.
10.	निविदा प्रस्तुत करना Submission of Tender*.	Through CPP Portal https://etenders.gov.in/eprocure/app .

Tenderer shall have to pay the prescribed cost of tender i.e., Rs. 1,120/- (Rs.1,120/- (Rs.1,000/- + GST @ 12% Rs.120/-) Rupees One thousand One hundred and Twenty Only) by NEFT in favor of New Mangalore Port Authority, the Bank Details provided below

(Note: EMD & Tender Fees payable only for non-MSME bidders) : -

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
5. Contact Nos. 0824-2887572 / 2887229 and 0824- 2407353.

Note:

1	The Bidders are advised to read the whole document carefully and submit their tender/bid by strictly meeting with the requirements spelt out in the bid document.
2	While uploading bid all the supporting documents, bidders ensure that all the documents are duly signed along with seal in each & every page and serially numbered, scanned clearly and uploaded in the CPP Portal.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

*** निविदा प्रस्तुत करना Submission of Tender.**

The work will be awarded to the Internal auditor based on evaluation of tender in two cover system of tendering through E-Tender mode.

Tenderers can also download the tender document from the New Mangalore Port Authority's website: www.newmangaloreport.gov.in and <https://etenders.gov.in/eprocure/app>.

For this a set of "Tender Document" has been prescribed containing the scope of work, general conditions governing the process of tendering as well as forms for furnishing the information in Technical Bid Cover –I and Price Bid-Cover-II.

The Tenderer should submit the bid through CPP Portal <https://etenders.gov.in/eprocure/app>.

Tenderer requires to submit documents as specified in Requirement & Eligibility, Determination of Responsiveness and Techno Commercial evaluation of this Tenderdocument.

Interested practicing Firm of Chartered Accountants/ Firm of Cost & Management Accountants in taking up this assignment are required to strictly ensure to the ICAI Tender Monitoring Directorate's Circular No. TMD/Circular/1/2023-24 dt.09.04.2023 where, under the RELATED PROVISIONS OF CODE OF ETHICS, Clause (ii) which stipulates that the fees quoted by Member shall not be less than the minimum fee mentioned in the tender.

SECTION II – बोलीदाताओं को निर्देश I INSTRUCTIONS TO THE BIDDERS

1. सामान्य GENERAL:

- i) NIT invited through 'TWO COVER SYSTEM' from eligible bidders for "APPOINTMENT OF AN INTERNAL AUDITOR (CHARTERED ACCOUNTANT/ COST & MANAGEMENT ACCOUNTANT FIRM) FOR NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF THREE (3) YEARS".
- ii) The bid document containing the entire details is available at the www.newmangaloreport.gov.in and <https://etenders.gov.in/e procure/app> for downloading during the period specified in the (Section – I) - NIT.
- iii) The Bidders must fulfill the Minimum Qualification criteria for pre-qualification and other requirements stipulated in SECTION III – QUALIFICATION CRITERIA FOR THE BIDDERS of the bid document. The tender shall remain valid for a period of 90 days from the date of opening of the Part I (Cover I).
- iv) The Contract Agreement will be in force for a period of Three years from the date of issuing the Work Order.
- v) The Bidder undertakes, if his tender is accepted, he has to enter into and execute when called upon to do so, a Contract Agreement as provided in Annexure B with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance letter shall form a binding document of agreement between the Port and the firm.
- vi) Audit firms which are auditors for direct tax and indirect tax of NMPA are not eligible to bid in the above Tender.

2. निविदा/ बोली प्रस्तुति माध्यम TENDER/ BID SUBMISSION MODE:

The tenders should be only submitted online through CPP Portal. Tenderers can download the tender document from the NEW MANGALORE PORT AUTHORITY's website: - www.newmangaloreport.gov.in

3. सुधार / विविधताएं CORRECTIONS/ VARIATIONS:

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasing or over-writing shall be made.
- ii) The Bidders should not submit any revised or amended offers after the opening of the tender. If any such document is found in the bid, the said bid will be rejected.
- iii) The bidder's proposals deemed to include all prices for the Scope of Work specified in Annexure E of the bid document and no arithmetical errors/ corrections or price adjustments are allowed.

- iv) Tender should be complete in all respects, duly signed wherever necessary for taking a decision immediately on opening of the Tender and incomplete/partial submission of bids will be summarily rejected.

4. बोली दस्तावेजों का हस्तांतरण TRANSFER OF BID DOCUMENTS:

Transfer of bid documents submitted by one intending Bidder to another is not permissible.

5. परिशिष्ट ADDENDA/ सुधारण CORRIGENDUM:

Addenda/Corrigendum, if any to the bid documents will be issued by the Port only in the Port's website/ CPP Portal, prior to the date of opening of the tenders.

6. अधूरे विवरण और प्रचार INCOMPLETE DETAILS AND CANVASSING:

The Port does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled such tenders are liable to be rejected. Canvassing in any form by the Bidders will result in their tender being rejected.

7. मुकदमेबाजी का इतिहास HISTORY OF LITIGATION

A consistent history of litigation or arbitration awards with the Port by the applicant/bidder may result in disqualification.

8. बंदरगाह पर बकाया राशि OUTSTANDING DUES TO PORT

The parties who have outstanding dues to be paid to the Port as on the date of publication of the NIT shall clear the same before submission of the bid, or else they will not be allowed to take part in this tender and the bid document submitted in any way will not bind the Port to accept their participation in the subject tender.

9. बोली सुरक्षा BID SECURITY:

The bidder has to upload self-attested scanned copy of 'Bid Security Declaration', as per Form II, accepting that, if the bidder withdraws or modifies their bids during period of validity etc., the bidder will be suspended for the time specified in this tender document. Bids without 'Bid Security Declaration' will be treated as summarily rejected.

10. बोली खोलना BID OPENING:

The Part I (Cover I) –Techno Commercial Bid containing the Qualification Criteria documents listed in the List of Documents to be enclosed as in **ANNEXURE A of Section VIII** and any other documents submitted by the Bidders will be opened on the scheduled date and time as indicated in the NIT, in the presence of such bidders and/or their authorized representatives, who

wish to be present at the time of opening, at their own cost.

11. भुगतान PAYMENTS :

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

12. बोली लगाने वाले द्वारा किए गए खर्च EXPENSES INCURED BY THE BIDDER

The Port shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the Commercial bid / price bid or at any other time.

13. बोली दस्तावेजों की अपलोडिंग UPLOADING OF BID DOCUMENTS

The bidder shall on his own responsibility have to download and upload the bid document in the provided E-Tender Portal. The Bidder has to make his own arrangements to overcome the Internet, electricity or other connectivity failures to complete the Tender filing online at his own risk and cost and Port will not be responsible for such failures or shall not be bound to extend or accept such delayed or incomplete tender, for reasons whatsoever.

The terms of the Tender schedule, conditions of firm any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instruction provided in the bid document or in the e-portal.

14. प्रश्नों/सूचना के लिए संचार COMMUNICATION FOR QUERIES/ INFORMATION:

Any further information regarding the subject tender may be obtained in writing from the undersigned:-

Accounts Officer (Books, incl. Internal Audit),

Finance Department, New Mangalore Port Authority, Panambur, Mangalore - 575010 , Phone: 0824-2407341, Extn.237, 572, 229,

E-mail id: books.section@nmpt.gov.in,

Website: www.newmangaloreport.gov.in

SECTION III – बोलीदाताओं के लिए योग्यता मानदंड ।
QUALIFICATION CRITERIA FOR THE BIDDERS

PART I (COVER I) – Qualification Criteria (Techno Commercial Evaluation)

Qualifying criteria to be met by bidders to qualify for the award of contract is specified as follows:

क्र. सं. Sl. No.	योग्यता का शर्त Eligibility Condition
1.	The Auditors firm should be a partnership firm/ LLP in continuous existence for a period of at least 5 years with Constitution certificate of Firm/LLP.
2.	There should be at least 3 full time partners in the firm, out of whom 1 partner should have standing of more than 3 years in practice.
3.	The firm of auditors considered for appointment must be have conducted Internal audit/ Concurrent Audit of minimum 5 different Public Limited Companies/PSUs/Government organizations/Nationalized Banks in the last five years till 31.03.2024.
4.	The firm must be empaneled by ICAI/ ICMAI/ RBI/ CAG for auditing PSUs/ Nationalized Banks. They should enclose a copy of the empanelment document along with the profile.
5.	The firm should have an average annual turnover of not less than Rs. 50 lakhs per annum during the past 3 years i.e., 2021-22, 2022-23 and 2023-24. For those purposes, they should enclose last 3 years' Audited Annual Accounts.
6.	Firm should have branch offices in Dakshina Kannada/ Udupi districts of Karnataka State for at least 3 years as on 30.11.2024.
7.	Any bidder who was previously awarded work in NMPA but was terminated due to the failure of the bidder to complete the assigned work/ who failed to accept the work after being declared successful, are not eligible to participate in this Tender.

Note:

- 1) Consortium or Joint Ventures are not allowed.
- 2) All the credential documents need to be scanned and submitted ONLINE only through CPP Portal.

SECTION IV – बोली दस्तावेज का मूल्यांकन ।

EVALUATION OF THE BID DOCUMENT

1. योग्यता का निर्धारण **Determination of Responsiveness:**

A responsive tender is one which inter-alia confirms to all the Terms and Conditions including General and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as described below:

The bidders should submit the following mandatory documents, failing which their offer will be treated as non-responsive and such bids will be summarily rejected without techno-commercial evaluation.

अनिवार्य दस्तावेज जमा करना MANDATORY DOCUMENT SUBMISSION:-

- i) Copies of attested registration certificate of Institute of Chartered Accountants of India (ICAI) or Institute of Cost & Management Accountants of India/ Firm registration details/ CAG Empanelment proof, Documents incorporating the legal entity and defining its legal status, PAN & GST registration Certificate, Firm Profile and Details of Partners, Place of registration and principal place of business, etc.
- ii) Bid security declaration as per **Form II**.
- iii) Declaration of Authorized Representative of the bid in Non-judicial stamp paper with denomination not less than Rs.100/- duly signed by all the Partners. The bidders must submit a Resolution copy of the Firm/LLP authorizing a Partner to represent the bidder including signing of Tender document and discharge of all Tender related matters, or else, all the Partners of the Firm/LLP have to sign the Form IV duly authorizing a Partner/Associate to represent the Firm. The bids submitted without **Form IV** will be summarily rejected.
- iv) (a) The bidder must not have been terminated or declared ineligible/blacklisted by any Major Ports/ Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Companies in the past 3 years preceding the date of publication of NIT.
(b) Information regarding any litigation and arbitration against the Port during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount should also be furnished.
(c) A declaration to the effect of iv(a) & (b) should be furnished as per format prescribed as **Form V**.

2. तकनीकी-वाणिज्यिक मूल्यांकन **Techno-Commercial Evaluation:**

- i) The documents submitted by the bidder as specified in **Form III** will be evaluated based on the Work Orders and Work completion certificates of similar Work and value of the Work fulfilling the Eligibility criteria.
- ii) After scrutiny of the documents submitted, the eligible bidders will be pre-qualified based on the details provided by them. The tenders, which do not satisfy the pre-qualifying criteria as mentioned under **Section-III – Qualification criteria** shall be rejected.

- iii) The Port may verify the original documents of the Copies submitted by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, the port will take appropriate penal action including cancellation of the work order issued, blacklisting of the firm/ company for a period of 3 years and the forfeiture of Bank Guarantee either jointly or severally.
- iv) The shortlisted bidders after the evaluation will be informed through e-mail and the same will also be published in the Port website. Any bidders who had participated in the tender are having any objections or observations shall communicate the same to the designated e-mail ID within the specified days from the date on which the Tender is published in the website. Objections if any, received after this date will not be entertained.
- v) Objections so received within the designated date and timings will be duly examined as per the terms and conditions of the tender and appropriate clarification/decision will be posted on the website. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

3. मूल्य बोली मूल्यांकन Price Bid Evaluation:

- i) The bidders shall quote the rates as **Part II (Cover II) – Price bid** provided in **Annexure D** of the bid document. The Price bid of the shortlisted bidders i.e., technically qualified bidders will be opened by the Port on a date and time to be notified later. The bid shall be opened in the presence of such bidders and/or their authorized representatives, who wish to be present at the time of opening, at their own cost.
- ii) After opening of the price bids, the same shall be listed out and read out to the bidders who are present at the time of opening of price bid.
- iii) The price bid will be evaluated based on the rate quoted by the bidders in the **Part II (Cover II) – Price bid** and the bidder quoting the lowest rate will be declared as the successful bidder.
- iv) If the lowest quoted happens to be the same for more than one bidder, the concerned bidders alone will be asked to again submit revised price quotes in sealed covers within the time to be prescribed by Port.
- v) No conditionality is acceptable in the Price bid other than furnishing the Price quote.

4. कार्य का प्रदान Award of Work:

- i) The work will be awarded to the successful bidder(s) for providing Internal Audit as specified in the **Scope of Work of Section VI.**
- ii) The decision of this Port shall be final and binding in this regard.
- iii) The Port reserves the right to accept or reject any or all the bids without assigning any reason and is not bound itself to accept the lowest tender.

SECTION V – सफल बोलीदाता को निर्देश ।
INSTRUCTIONS TO SUCCESSFUL BIDDER

1. आशय पत्र Letter of Intent

The Letter of Intent will be issued to the successful bidder through e-mail/post after completing the bid evaluation and obtaining approval of the competent authority for fulfilment of the bid submission formalities. The successful bidder has to fulfil the same within 15 days from the date of issue of Letter of Intent or within the extended date as the case may be.

2. मंगलौर का प्रधान कार्यालय Head Office at Mangalore

The Successful Tenderer shall have their Head office or Branch offices situated in Mangalore.

3. निष्पादन सुरक्षा Performance Security:

- i) The successful bidder shall deposit an amount equal to **5%** including GST of the Contract price as applicable (rounded off to the nearest 1000), as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalized Bank having its branch at Mangalore and encashable at Mangalore in the form as per specimen in the **Annexure C** of the Bid document, which shall be in compliance with a digital confirmation(SFMS mode) for the Bank Guarantee 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 intent with a claim period valid throughout the contract period and additional 90 days. Performance Security can also be furnished in the form of Insurance Surety Bonds, Account Payee Demand draft, Fixed Deposit Receipt from a commercial bank on 5% of Contract price including GST.
- a) The successful bidder may also deposit the Performance Security amount through E-payment to Port Bank Account in lieu of Bank Guarantee. However, the Port may relax the above time limit of 15 days and may extend for a further period of 6 (six) days in extraordinary circumstances based on the justifiable reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order shall stand cancelled automatically.
- b) In case the Port is obliged to make any recoveries on any account from the Performance Security Deposit of the firm either in part or full, it will be encashed by the Port and the firm shall be obliged to make good the Performance Security Deposit amount within a period of 15 (fifteen) days after the receipt of information in this regard, failing which the firm shall have to pay an interest based on the SBI base rate MCLR+2% per annum for the

period of delay, in making good the Performance Security Deposit.

- ii) The Performance Security should remain valid for a period of 90 (Ninety) days beyond the date of completion of all contractual obligations of the Successful Tenderer including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to the Port.

4. **कार्य आदेश Work Order:**

After fulfilment of all the conditions specified in the Letter of Intent, the Port shall issue a Work Order to the successful bidder.

5. **अनुबंध समझौते पर हस्ताक्षर Signing the Contract Agreement:**

- i) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by the Port as per the **Contract Agreement Form** provided in **Annexure B** of the bid document on Karnataka State Government stamp paper of the value not less than Rs.100/- within 7 days of the issue of work order.
- ii) Non-fulfilment of the above condition of executing a Contract agreement by the successful bidder would constitute sufficient ground for cancellation of the award.
- iii) Further, the Port reserves the right to take action as deemed fit against such defaulting bidder. The penal action may include reference to CAG/ RBI and also to the Institutes of Chartered Accountants of India/Cost & Management Accountants of India for necessary action. Also, the bidder shall be Blacklisted for a Period of 3 years from participating in any of the Bids issued by the Port.

6. **प्रतिभूति जमा Security Deposit:**

Security Deposit at the rate of **10%** will be deducted from each running bill subject to a maximum accumulation of **5%** of the tendered value. The Security Deposit shall remain with the Port till the date of completion of all contractual obligations of the firm including statutory obligations and will be refunded without any interest after adjusting any dues payable to the Port/ Statutory Authorities.

7. **जनशक्ति की तैनाती Deployment of Manpower**

The successful bidder shall deploy the minimum Manpower as specified in the **Scope of Work, Statutory Compliance and Contractual obligations** under **Section -VI** of the Tender document for conduct of the Internal Audit Work.

8. प्रतिबंध Debarment:

A bidder shall be debarred, if he has been convicted of any of the below offences: -

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred, he shall not be eligible to participate in any of the tender process of the Port for a period not exceeding three years commencing from the date of debarment.

SECTION VI – कार्य, सांविधिक अनुपालन और संविदा दायित्वों का दायरा ।

SCOPE OF WORK, STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS

1. कार्य की गुंजाइश SCOPE OF WORK

The detailed scope of work is as mentioned in [Annexure E](#) should commence the work from the date to be specified in the Work Order at New Mangalore Port Authority.

2. सांविधिक अनुपालन और संविदात्मक दायित्व

STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS

Statutory compliance and contractual obligations to be complied with by the Successful Bidder.

i. टी.डी.एस. TDS:

TDS will be deducted at the rates as applicable from time to time. It is open to the firm to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to their case. Such certificate will be valid for a period specified therein unless it is cancelled by the Income Tax authorities earlier.

ii. माल और सेवा कर Goods and Service Tax:

The GST shall be paid by the Port at the rates applicable from time to time on submission of bills/ invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. If the GST on fees so paid does not reflect in GSTR 2B of NMPA, then the payments to the firm will be kept in hold until reflection in GSTR 2B.

iii. ईपीएफ / ईएसआई अधिनियम का अनुपालन Compliance with the EPF/ ESI Act:

- a) The firm should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders issued from time to time.
- b) Any interest or penalties payable to EPF/ ESI Authorities due to the default of the firm, the same shall be adjusted against any dues payable to the firm or from Performance Security/ Security deposit.

3. जनशक्ति की तैनाती DEPLOYMENT OF MANPOWER

The firm shall deploy an Audit Team for the Internal Audit for the Prospective period with Minimum 1 CA/CMA qualified and 5 Nos of CA/CMA - Inter and 4 B.Com. to be deployed for the whole Month for a Term of 3 Years for conduct of the Internal Audit.

SECTION VII – संविदा की सामान्य शर्तें ।
GENERAL CONDITIONS OF CONTRACT

The firm is the successful bidder in the subject Tender published by the Port for “नव मंगलूर पत्तन प्राधिकरण के लिए तीन वर्षों की अवधि के लिए आंतरिक लेखापरीक्षक (चार्टर्ड एकाउंटेंट/ लागत एवं प्रबंधन लेखा संस्था) की नियुक्ति । **APPOINTMENT OF AN INTERNAL AUDITOR (CHARTERED ACCOUNTANT/ COST & MANAGEMENT ACCOUNTANT FIRM) FOR NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF THREE (3) YEARS**”.

The Professional firm being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the service more specifically detailed in the **Scope of Work** in [Section VI](#) of the bid document. The following General terms and conditions of this Contract shall also form a part of the above-mentioned tender.

1. The bidder must possess a valid PAN, GST, ICAI/ ICMAI/CAG/ RBI Empanelment details.
2. The firm should have adequate manpower in the category of Chartered Accountants (Final and Intermediate)/Cost Accountants and Audit Assistants to carry out the Audit as per the scope and terms and conditions of Internal Audit of subject tender.

3. Consideration

The Fees to be reimbursed by the Port to the firm for the whole of the work to be done and the compliance of all the obligations undertaken by the firm as per terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the firm in the above-mentioned tender.

4. Period of Contract:

The Contract is valid for a period of **Three years** from the date specified in the Work Order. The successful bidder shall commence the work within 15 days from the date of receipt of the “Work Order”, or else a penalty @ 0.5% per week or part thereof will be levied on the entire contract value.

5. Non-performance of Contract/ Breach of Contract:

In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the firm on the terms and conditions of the Contract, the Port will issue a notice to the firm indicating such unsatisfactory performance or non-compliance by the firm, for

compliance and if the firm fails to comply within a period of 30 days from the date of issue of notice by the Port, the Port reserves the right to terminate the contract, duly following the procedure as stated in Para No.6 of this Section below. In such event, the Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the Port due to the breach of the Contract committed by the firm or its employees or the manpower deployed for the performance of the Contract.

6. Malpractice or furnishing of false information:

In case of suppressing of any facts or furnishing of false information or malpractice committed by the firm at any time during the tender process and/or during the contract period, the Port shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the Port reserves right to encash the Bank Guarantee/Performance Security and/or Security Deposit lying with the credit of the Port. In addition to the above, the Port may also blacklist or suspend or debar the firm from participating in future tenders, as the Port deems fit.

7. Termination of Contract

Consequent to the failure of the firm to comply with the notice issued for non-performance/ breach of contract, Port will issue a notice giving the firm 7 days time asking him to show cause as to why the contract should not be terminated.

If no reply is received or if the reply received from the firm within given time is found to be not satisfactory, Port will terminate the contract with immediate effect. In such cases, the performance Security and Security deposit shall be forfeited.

8. Discontinuance by the firm

If the firm is not in a position to continue the contract, the firm should give 90 (ninety) days' notice in writing, prior to the proposed date of discontinuance of the contract to the Port. In such case, the Performance Security and the Security Deposit shall be forfeited.

9. Foreclosure of the Contract by Port

The Contract may be foreclosed by the Port by giving 30 (thirty) days advance notice to the firm during the validity of the contract period without assigning any reasons. In such cases, the Performance Security and Security Deposit will be refunded to the firm, subject to recoveries, if any.

10. Conflicting relationships

A firm which is found to have a close business or family relationship with any official of Port who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the Port, such Firms may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the Port throughout the tendering / contract execution process.

11. Change in Constitution

The firm/ contracting entity shall not make any change in the formation, constitution or composition of its business or its name without the written consent of the Port, during the validity of the Contract.

12. Insolvency / Bankruptcy / Winding up/Black listing etc.,

The Port will be forced to cancel / terminate the Contract before expiry of contract period, if the firm is declared as Blacklisted/insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the firm or if a substantial portion of the assets, property, revenues or business of the firm is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick companies applies to the firm or the firm is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the firm or the firm is reconstituted or the business or operations of the firm is closed either due to disputes inter-se amongst its stakeholders or otherwise.

13. Penalty for Delays/ Liquidated Damages:

The Quarterly Report on Internal Audit for each Quarter shall be submitted within one calendar month following the completion of each Quarter as specified in **Point No.4 of Annexure E**. For delayed submission of Quarterly Report, Penalty of 0.5% of the quoted Audit fee for each quarter will be levied for each week or part thereof, for the delay subject to a maximum of 10% of total value of the contract throughout the contract period.

14. Confidentiality:

The firm and the manpower deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the firm, shall keep confidential the data and other information of the Port, shared or obtained during the course of work in any format during and after the expiry/termination/cancellation of the Contract, except the information that are liable to be disclosed in the public domain. In the event of receipt of any legal/statutory notice to disclose the information shared by the port, the same

shall be done by the firm only after giving a prior intimation to the port.

15. Damage to Property:

The firm shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the firm, his employees, agents, representatives and/or manpower deployed by the firm, the firm shall make good the loss as assessed by the Port.

16. Indemnification:

The firm shall defend, indemnify and keep indemnified and hold the Port, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the firm's part to be performed under the terms and conditions of this Contract or arising from any negligence of the firm, or any of its agents, or its employees or the person provided for the purpose of this Contract or non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the firm is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

17. Changes in terms of a concluded Contract:

No variation in the terms of a concluded contract can be made without the mutual consent of both the parties.

18. Identity Cards/Entry Passes :

Port shall arrange for providing identity cards/entry passes on payment by the successful bidder to his representative and manpower deployed under this Contract. All such deployed manpower shall wear the identity card at all times while at Port premises and on duty.

19. Accident or injury to workmen:

The Port shall not be liable for any damages or compensation payable as per Law in respect of or in consequence of any accident or injury to any workmen or any other person in the employment of the firm and the firm shall indemnify and keep indemnified the Port against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

20. Dispute Resolution:

i) Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement or matter whatsoever, arises, before/after completion or abandonment of work or during extended period, between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or any breach thereof, the same shall be referred to the concerned Head of the Department, New Mangalore Port Authority, Mangalore.

ii) In case, the dispute is not resolved, the same shall be referred to the committee headed by Deputy Chairperson and other members to be nominated by Chairperson, NMPA.

iii) If the dispute remains unresolved, the same shall be referred to the Chairperson, NMPA whose decision, in this regard, is final and binding on both the parties to the contract.

21. Notice:

Any notice either by way of physical copy or email or any other mode of communication to the firm shall be deemed to be sufficiently served to the firm directly or to any person as declared in **Form IV of Annexure A**, if given or left in writing to the address or sent through E-mail ID, given in response to the bid document declared in the **Form I of Annexure A**. Responsibility to notify any change in address and/or email-id, entirely lies with the firm.

22. Applicable Law and Jurisdiction:

The contract shall be governed by and constructed according to the laws in force in India. The firm shall hereby submit to the jurisdiction of the Courts situated at Mangalore for the purpose of actions and proceedings arising out of this contract and the Courts at Mangalore shall have the sole jurisdiction to hear and decide such actions and proceedings.

23. Other Conditions of Contract:

- a) The work shall be carried out as set out in the scope of work covered in the contract. The Chartered Accountant/Cost & Management Accountant firm on award of the work shall commence the work by deploying the required and adequate manpower with required qualification for executing the scope of work. Further compliance of ESI Act 1948 & EPF and MP Act 1952 shall be ensured, wherever required.
- b) All requirements of stationery, computer system/laptop/Printer shall be provided by the professional firm himself and they should bear the firm's name for identification of reports/documents generated by them.

- c) The general place of work shall be the Administrative Office of New Mangalore Port Authority. However, in case of necessity they may have to visit the work site/divisional offices with prior intimation/appointment of the officer in charge.
- d) Access to computer terminals connected to the Integrated Computer System of the Port will be provided. Place of work and furniture will be provided by the Port free of cost at the Administrative Offices. The tenderer and his employees shall maintain strict confidentiality of all information received by them in the course of performance of their duties. Any violation in this regard will be viewed seriously and will be liable for appropriate action. They shall not take any document/materials outside the Port premises without the written permission of the designated officers of the Port.
- e) The work shall be carried out as per the scope and procedure indicated in the tender. On completion of audit of each quarter a detailed report in the prescribed form is to be submitted indicating the volume of work done in the form of statistics as well as in the form of running note highlighting the observations, proposed rectification along with details of the opening and closing meeting held by the Internal Auditor with concerned Heads of Department. The Internal Audit Report for a particular quarter shall be submitted within the calendar month following the completion of each quarter (calendar period).
- f) The normal working hours of Office shall be 9.30 AM to 5.30 PM, with Lunch break between 1.00 PM to 1.30 PM.
- g) Adoption: The Contract shall be governed by the provisions or amendments or clarifications of Major Ports Act, 1963, Indian Ports Act, 1908, Merchant Shipping Act, 1958 and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding on the firm to comply with all such Acts, Rules, Regulations, and Directives issued by the Government of India and/or others communicated by the Port from time to time.

SECTION VIII – अनुलग्नक और फॉर्म I
ANNEXURES AND FORMS

ANNEXURE A -QUALIFICATION AND RESPONSIVENESS INFORMATION:
LIST OF DOCUMENTS TO BE ENCLOSED

All bidders shall include the following information with their bids by submitting the relevant documents after duly filling the necessary information, attesting of signatures with seal and serially numbered by the Bidder.

PART I (COVER I) – TECHNO-COMMERCIAL BID

Sl. No.	Qualification Documents to be submitted	Submitted Page Ref No.
1.	Notice Inviting Tender (NIT)	
2.	Form I – Details of Firm	
3.	Form II - Bid Security Declaration	
4.	Form III – Past Experience & Completion certificate Copies of Work order/Work Completion Certificate.	
5.	Form IV – Declaration of Authorized Representative of the bid	
6.	Form V-Tender Acceptance and Declaration on Litigation & Blacklisting.	
7.	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of registration and principal place of business	
8.	Membership Card of Partners, Firm Registration Card of ICAI/ ICMAI.	
9.	The Auditors firm should be a partnership firm/ LLP in continuous existence for a period of at least 5 years with Constitution certificate of Firm/LLP.	
10.	Details of at least 3 full time partners in the firm, out of whom 1 partner should have standing of more than 3 years in practice.	
11.	The firm must have conducted Internal audit/ Concurrent Audit of minimum 5 different Public Limited Companies/PSUs/Government organizations/Nationalized Banks in preceding five years till 31.03.2024 along with	

	completion certificate of work done as per Form III.	
12.	Empanelment by CAG/RBI for auditing PSUs/ Nationalized Banks and a copy of the empanelment document along with the profile.	
13.	Possession of an average annual turnover of not less than Rs. 50 lakhs per annum during the past 3 years i.e., 2021-22, 2022-23 and 2023-24 which is the last 3 years' Audited Annual Accounts.	
14.	Evidence of Firm having branch offices in Dakshina Kannada/ Udupi districts of Karnataka State for at least 3 years as on 30.11.2024.	
15.	Total number of the pages submitted by the bidder(mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

IN BIDDERS LETTER HEAD

FORM-I – DETAILS OF THE FIRM/BIDDER

1. Name of the firm :
2. Registration No and date :
3. Address of the firm :
4. Telephone no. :
5. E-mail address : FAX No.
6. No. of years in the business : PAN No.
7. Information about the firm for the past Seven years:

No.	Particulars	Details/No.
1	Number of Clients served by the firm (Details to be furnished- Form III)	
2	Total staff Strength including partners	
	(a) Total number of Qualified Chartered Accountants/ Cost & Management Accountants:	
	(i) No. of Partners & Qualification (Proof to be enclosed)	
	(ii) No. of Paid Chartered/ Cost Accountants Other than Partners	
	b) Membership No. of Firm and Qualified CA's/ CMA's (Enclose Certificates).	
3	Total number of Staff/ Articled Assessments:	
	(i) No. of Inter-Qualified -	
	(ii) No. of Post-Graduate -	
	(iii) No. of Graduate -	
4	GST Registration Number (Enclose Certificate)	
5	PAN (Enclose Copy)	
6	Deed of Partnership	
7	Any other document	

FORM II -BID SECURITY DECLARATION

(ONLY APPLICABLE FOR MSME -REGISTERED BIDDERS WHO ARE EXEMPTED FROM PAYMENT OF EMD/TENDER FEES)

To,
The FA&CAO,
Finance Department
New Mangalore Port Authority,
Panambur, Mangalore -575010.

I/We. The undersigned, declare that:

I/We understand that, according to your 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 you for the period of 3 years if I am / We are in a breach of any obligation under the conditions specified in the bid document, because I/We

(a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

(b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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 Bidder)
Dated on day of (insert date of signing)

FORM III - DETAILS OF PAST EXPERIENCE:

Sl. No	Name & Address of Organization	Value (in Rs.)	Work order reference No.	Period		Date of completion certificate	Turnover of the Client
				Commencement	completion		
1							
2							

Note: The copies of self-attested work order and Work completion certificate to be attached to Form IV.

EXPERIENCE / WORK COMPLETION / PERFORMANCE CERTIFICATE FORMAT

(To be issued in the Company's official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors).

This is to certify that M/s ----- awarded the contract ----- and executed in this organization as per the details furnished below:

1. Name of the work :
2. Work order number/ agreement number and date:
3. Date of commencement of execution of Contract:
4. Date of completion of Contract:
5. Date of extension, if any:
6. Value of the Work:
7. Scope of Work:
8. Executed value:
9. Period of contract:
10. Performance of the firm: Satisfactory/ Not Satisfactory
11. Whether any penalty is imposed:
12. Actual payment made:

(Signature)

Place: Name
 Date: Designation

.....
 Organisation with Address.....(Seal).....

Note :

- (i) Furnishing the information in the format is preferable.
- (ii) However certificate(s) submitted in any other format should contain all the required information as in the Form IV(b).

FORM IV - DECLARATION OF AUTHORIZED REPRESENTATIVE

(TO BE PROVIDED IN RS.100/- NON-JUDICIAL STAMP PAPER)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,..... (Name)being the
(Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of
Managing Committee of Associations/Board of Trustees etc.) of
.....

(Name of the Bidder), hereby solemnly affirm and declare that the
(Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number)
dated..... (Resolution Date) (copy submitted herewith), to act as
an
authorized signatory for the business.....(Name of the Bidder) for which
submission of bid is being filed under the tender. All his actions in relation to this
tender will be binding on me/us.

Signature of the person competent to sign
Name & Seal:.....
Description:.....
Name of the Business Entity:.....

Acceptance as an Authorized Signatory

I (Authorized Signatory) hereby solemnly accord my acceptance to act as authorized
signatory for the above referred business and all my acts shall be binding on the
business.

Signature of Authorized Signatory:
Name & Description:
Place & Date:

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and

addresses of all the partners shall be furnished.

2. Tender by a firm shall be signed in the name of the firm by a duly authorized representative a power of attorney in their behalf shall accompany the tender.

**Form V - TENDER ACCEPTANCE AND DECLARATION ON LITIGATION AND
BLACKLISTING**

**NOTICE INVITING TENDER FOR APPOINTMENT OF AN INTERNAL AUDITOR
FOR NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF THREE(3) YEARS.**

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

To

Sir,

Subject: _____

Tender Reference No:_____for "APPOINTMENT OF AN INTERNAL AUDITOR FOR
NEW MANGALORE PORT AUTHORITY FOR A PERIOD OF THREE (3) YEARS".

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

ANNEXURE B - CONTRACT AGREEMENT FORM

(To be entered in Rs...../- - non-judicial stamp paper)

This AGREEMENT is made on this day ofMonth of..... Two Thousand (....., 20.) between

M/s. Board of Trustees, New Mangalore Port Authority, an autonomous body under the provisions of the Major Port of Authority Act'2021 represented by its Shri., s/o..... having its office at Administrative building, New Mangalore Port Authority, Mangalore - 575010 (herein after referred to as the 'Board' which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

And

M/s....., (a partnership firm /) having its place of business at represented by its (Description) Shri....., s/o.....(hereinafter referred to as 'Firm' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

WHEREAS the Board of New Mangalore Port Authority, Mangalore is desirous of the work comprising "APPOINTMENT OF AN INTERNAL AUDITOR FOR NEW MANGALORE PORT AUTHORITY, MANGALORE".

WHEREAS the Firm has offered to execute and complete such works and whereas the Board has accepted the tender of the Firm and

Security deposit will be collected by deductions from the monthly running bills, at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

1. Notice inviting Tender.
2. Instruction to the Bidders.
3. Scope of Work, Activity Schedule and other requirements.
4. General Conditions of Contract.
5. Special Conditions of Contract.
6. Annexures and Forms.
7. Price bid.
8. Work Order No.....
9. Any correspondences and documents that touching the tender/Contract.

The Board hereby covenants to pay the Firm in consideration of such services for the "Contract Price" at the time and in the manner prescribed in the Tender/Agreement.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Trustees of New Mangalore Port Authority was here into affixed
and

The..... thereof, has set his
Hand in the presence of

New Mangalore Port Authority

Signed and sealed by

The Firm in the presence of

Witness with signature:

1) Name & Address

2) Name & Address

ANNEXURE C -FORM OF BANK GUARANTEE
(For Performance Security)

In consideration of the Board of Trustees of New Mangalore Port Authority (hereinafter called as "Port") represented by its....., having agreed to exempt..... (hereinafter called "Firm") from the demand, under the terms and conditions of Contract awarded with No..... on.....made between the Board and the Firm for "**APPOINTMENT OF AN INTERNAL AUDITOR FOR NEW MANGALORE PORT AUTHORITY**"(hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Firm(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.

..... (Rupeesonly).

1. We,..... (hereinafter referred to as the Bank) at the request of the Firm(s) do hereby undertake to pay to the Port an amount not exceeding Rs...../(Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach or non-performance by the said firm(s) of any of the terms and conditions contained in the said Agreement.
2. We, the Banker of the firm do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said firm(s) of any of the terms and conditions contained in the said Agreement or by reason of the firm(s) failure to perform the said Agreement. 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..... /-.
3. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the firm(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the firm(s) shall have no claim against us for making such payment.

5. This Bank Guarantee shall be valid upto..... ("Period"). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Port certified that the terms and condition of the said Agreement have been fully and properly carried out by the said firm's and accordingly discharges this Bank Guarantee. Unless a demandor claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of firm(s) renew or extend this Guarantee for such further period or periods as the Port may require.

6. We, the Bank further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said firm(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said firm(s) or for any forbearance, act or omission on the part of the Port or any indulgence by the Port to the said firm(s) 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.

7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the firm(s).

8. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the Port in writing.

Dated the day of month of 20..... at

ANNEXURE D - Part II - Price Bid
NEW MANGALORE PORT AUTHORITY
FINANCE DEPARTMENT

Sl. No.	Particulars	Estimate (Rs.)	Amount in figures (Rs.)	Amount in Words (Rs.)
1	Internal Audit fees for a period of 3 years from 01/04/2025	40,00,000.00		
	Total (Excluding GST)	40,00,000.00		

Note

1. No additional payment shall be admissible on any account.
2. Rates are to be quoted in figures as well as in words. In case of difference between quotes in figures and words, the quotes in words shall prevail.
3. If the GST on fees is not reflected in GSTR 2B of NMPA, then the payments to the firm will be kept in hold until reflection in GSTR 2B.
4. No Conditions are to be attached to the Price Bid.

ANNEXURE E - SCOPE OF WORK

1. Scope

- The Internal Audit is to be conducted with a view to see whether:
 - (i) All the transactions involving financial implications are properly accounted for;
 - (ii) The initial accounts records are maintained correctly and accurately;
 - (iii) To ensure that there are no delays and /or irregularities in maintaining the Accounts and reports, statutory regulation;
- Internal auditor should provide a comprehensive initial assessment of each of the finance verticals, its processes, its SWOT analysis (Strength Weakness Opportunity Threats). They shall be required to find deviations from the initial assessment in their periodic reports and also suggest solutions to address the same, in-line with the continuous process improvements.
- Reliability and Integrity of Information: The internal auditor should review the reliability and integrity of financial and operating information and examine the effectiveness of the means used to identify, measure, classify, and to report such information to ensure the following :-
 - Compliance with Policies and Procedures: The systems and procedure also have considerable impact on the operation of the business enterprise. The internal auditor should gauge the effectiveness and impact of such systems and report thereon.
 - Safeguarding the Assets: The internal auditor should review the existing system for safeguarding the assets and if necessary should verify the existence of such assets.
 - Economical and Efficient Use of Resources: The internal auditor should also appraise the economy and efficiency with which the resources are employed.
- Accomplishment of the Established Objectives and Goals: The internal auditor should make a review of the operations or programmes of the enterprise and should ascertain whether the results are not inconsistent with the established goals and objectives of the enterprise. He should also ascertain whether the programmes are carried out as per plan.
- Ensure the provisions of the accounting standards, accounting procedure, rules and regulations, orders and procedure in force and instructions issued by the Chairman /F.A.&CAO from time to time are followed; and
- The role of internal audit should be such that it will be envisaged as a service input in an organization and should be a valuable focal point for management planning and control.

- Extent of sampling / test checking will be the responsibility of internal audit depending upon the generally accepted audit principles and methodology. The process of Internal Audit shall start with the identification of the objectives laid down by the Management, verification of the plan of action, its execution and critical analysis.
- Internal Audit shall not be confined only to finance audit, should go beyond vouching, verification, checking the arithmetical accuracy etc. Adequate emphasis would need to be accorded to testing the IT systems & operational risks and controls on which the generation of financial information is dependent.

2. Broad Anticipated scope of the Internal Audit is as follows:

A. Revenue Receipts / Traffic Department:

Sl.No	Particulars
1	Verification of Accuracy of processing the transactions, Billing, Service Charge in line with Scale of Rates with that of SAP/POS of ERP, other circulars/Notifications issued.
2	Scrutiny of high balance (Dr./Cr.) Sundry Debtors/ Crediting Accounts.
3	Verification of Tri Party Agreements entered with the Customers.
4	Verification of Bank reconciliation with the Collection
5	Scrutiny of all types of refunds issued to the Customers
6	Rent, Electricity & Water Charges: It should be checked whether demand for rent, charges for supply of water and energy are raised promptly in all cases as per approved tariff and with reference to Building and Land allotments in force. Also it should be verified whether all demands have been realized as per demand and credited to Port account immediately.
7	Miscellaneous Receipts: The basis for assessment of charges for miscellaneous services, charges for hire of Machineries, Equipments, Centage charges for deposit works/works done for outside parties, raising of demands, collection of dues and crediting the dues collected in Port account should be verified.

B. General Administration Department:

Sl.No	Particulars
1	Payment of staff salaries and statutory dues (including leave records, PF & TDS deductions / deposits)
2	Review of Pay roll process for selected months-end to end process including generation of salary voucher and payment thereof.

3	Approved policy on monthly basis along with payout cycle.
4	Verification of Service Books of Employees: The service books including the leave accounts of all the employees should be checked to verify whether they are maintained properly as per instructions contained in Rules 196 to Rule 203 of the Supplementary Rules.
5	Verification of Advances/Claims: Recoverable Advances given to Employees & recoveries thereon, Reimbursements under the Schemes etc. to be verified by the Internal Auditors.
6	The records relating to Port Guest House on occupation collection and remittance of rent and other charges shall be verified.

C. Finance Department:

Sl.No	Particulars
1	Checking the authority of expenditure as per delegation of authority matrix (including capital expenditure)
2	Verification of Cash Book transactions.
3	Scrutiny of General Ledger (GL) & reconciliation of all general ledgers.
4	Scrutiny of Income and expenses
5	Scrutiny of Bank Reconciliation statements
6	Verifications of Income and expenses related to all business segments.
7	Reviewing of computation of Advance tax, verification of timely deduction & remittance of TAX at source (TDS) and return filing
8	Compliance of Accounting standards & Accounting policies of the port, if any.
9	Fixed assets accounting, depreciation verification.
10	Reviewing of CWIP list
11	Verification of salary bill payments made for off-roll employees.
12	Periodical physical verification of FD Bonds received from Banks and Bank guarantees received from contractors / PPP operators
13	ERP Related: The Port has implemented the ERP by adopting Oracle for all operations of Port. The Internal Audit is to ensure continuously that the control system is in the place for raising demand, collection of revenues, TDS and other deductions in the payments and interfaces points between POS, HR, etc. with FI and also like PPP operations and highlight all receipts and payments areas per authorized transactions and no duplicate or triplicate triggering of receipts and payments take place. Verification the reports generated through ERP

	meeting the purposes for which they are designed for.
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D. Mechanical / Civil/ Marine/Medical Departments.

Sl.No	Particulars
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1	Review of Annual Maintenance Contracts.
2	Checking of inventory of numbered stationeries- including cheque rolls.
3	Review of expenses processed through Admin department w.r.t Agreements, approvals etc including TA/DA bills.
4	Verification of the Extra officer Fees collected from Customers and reimbursement to the officers and reconciliation thereon
5	Review of all purchases including E-Transactions in line with the procurement policy GFR& DOP
6	<ul style="list-style-type: none"> i. The log books of vehicles, including buses, lorries, light vehicles. two wheelers etc. ii. Cranes, machines should be checked regarding mileage run, working hours, consumption of fuel, lubricants, furl, etc. It should be seen whether the log books have been properly maintained and entries thereon have been duly attested by proper authorities where the log books exhibits use of vehicle, machine etc. by private parties, it should be seen whether full and correct hire charges have been recovered. If the log book reveals misuse the reason there for should be investigated and brought to notice. iii. In case of purchases it should be verified whether purchase have been made as per the prescribed procedure. iv. Internal audit is expected to test check entry of items from the goods received statement and indents to the bin cards. The balancing of the bin cards should also be checked in order to ensure the correctness of the quantitative balances. v. Where Material At Site (MAS) Accounts are maintained, it should be seen whether the accounts are maintained as per provisions of CPWD "A" Code and ground balances are verified at least once a year.
7	VOUCHING CONTRACT PAYMENTS & TENDERS OF HIGH VALUE: The important activities like finalization of Tenders for supply of Machinery, award of contract and payment to Contractors/Suppliers and high value firms are to be audited by Internal Auditors in full adequate manner.

8.

Stores & Spares including Medical Stores:

- Categories the Total Store Inventory into the following classification.
 - (i) Slow moving inventory items that have moved slowly during the period of audit (A criteria may be set in this regard)
 - (ii) Non-moving inventory item that have not moved during the period of audit (A criteria may be set in this regard)

The classification into Slow Moving / Non Moving inventory should be made for all the stores RM / Engineering / Finished Goods.
- The Slow / Non-moving inventory should be further classified into the following categories – The value and quantity of -
 - (a) Item that will be consumed in the next few months.
 - (b) Items that can be sold off being not required.
 - (c) Insurance spares - in case of Engineering stores.
 - (d) Items that have to be scrapped – useful life being over.
- Check the Goods Received Notes (GRN) to ensure that the GRN are properly filled in. Ensure that all the columns of the GRN have been completely filled in.
- Ensure that inspection by the proper person has been made and his remark has been entered on GRN. Locate the cases where unreasonable

	<p>delay has taken place in carrying out the inspection of the material. Check that the date of inspection is put on the GRN by the person who has carried out the inspection.</p> <ul style="list-style-type: none"> • Check the Material Requisition Notes / Material Issue Note (MRN / MIN) in respect of the issue of material to production. Ensure that the Material Requisition Notes / Material Issue Notes are properly and completely filled in. • Further check that details of – quantity of stock in hand are filled in all the Material Requisition Notes before the MRN are sent to the Purchase Department for effecting further purchases. All the columns in the NMRN / MIN should be filled in. • Ensure that the MRN / MIN are authorized by a responsible official. • Ensure that the stores ledgers are kept up-to-date and entries in respect of receipts / issues are made on a daily basis. • Carry out a physical verification of say 10% items in the stores inventory (All 'A' items should be verified 100%) and check whether the physical balances agree with the book balances appearing in the stores ledger. Comment upon the discrepancies, if any. • Enquire whether there is a system of Perpetual Inventory in force where at any point of time the book balances agree with the physical balances. The system of continuous stock taking - perpetual inventory should be such that every single item is covered at the physical stock take at least once in a year. • Check that Norms (No of days consumption) have been determined in respect of inventory level of Raw Material. The inventory level should be maintained at that level. Comment if the inventory levels are at a higher level as compared to the Norms. • Ensure that the stores - warehouse inventory is kept properly segregated with clear identification marks. Further, the imported material and the material bought under Advance license should be stored separately and with prominent identification tags. • Ensure that a proper control is kept by Stores over items sent outside for job work/repair etc. (Material sent under a Returnable Gate Pass) Check that the list of pending items (RGP) is prepared on a regular basis and the materials sent are received back within a reasonable period.
9	<p>Physical Verification of Fixed Assets:</p> <p>Port's Fixed assets to be physically verified once in a year. The First verification shall be in the year 2021.</p>
10	<p>Action Taken on files with respect to remarks of Chairman/Dy. Chairman/HOD & Dy. HOD.</p>

Note: While conducting Audit of the Mechanical/Civil/Marine/ Medical corresponding Finance Department Section to be Audited simultaneously in the respective Quarters.

MANDATORY SCRUTINY OF BILLS AND RECORDS:

I. REVENUE SIDE

Sl.	Area	No. of files/bills to be Checked on random basis p.m.
1	Vessel Related Charges	50%
2	Cargo Related charges	50%
3	Miscellaneous charges	50%
4	Lease of Lands- rental charges	100%
5	License of Lands- Rental charges	100%
6	Water charges	50%
7	Electric charges	50%
8	Temporary Power supply	50%
9	RFID/Gate Pass Collections	50%
10	Royalty from PPP	100%
11	Fishing Harbor bills	50%
12	Dry docking bills	50%

II. Payment Side

Sl. No.	Area	No. of files/bills to be Checked on random basis p.m.
1	Refund of Revenue Bills	100%
2	Work/contract/Procurement bills	100%
3	E.M.D. Refunds	10%
4	Medical Bills(Firm Bills)	100%
5	Pay bills /Pension drawn	50%
6	Sanction of Increments , withholding of pay, Tax calculation with respect to Pensioners , Senior Citizens for automatic implementation in System	50%

III PHYSICAL VERIFICATION:

Sl	Area	No. of bills to be Checked
1	CASH VERIFICATION	
	a. Cash Section	Once in a month
	b. Truck Park/RFID gate passes	Pass issue once in a month
2	STOCK VERIFICATION	
	a. Stores	Once in a month at least 25%of items on rotation basis.
	b. Petrol Bunks	Once in a month

	c. Sub division Stores	Sub divisions once in a month
	d. Hospital/Dispensary	Medical Stores once in a month
	e. Fixed Assets	Once in a year
3	ACCOUNTING SIDE	
	a. All GL's Review	every month
	b. Cash book Rev./Fund/Other Fund CashBooks	Every month
	c. TDS Recovery/Payment	Once in a month
	d. Remittance including ITC Credit adjustment	Once in a month
	e. GST Recovery/Payment	Once in a month
	f. Monthly Accounts Review	Once in a month

Verification of Agreements/Work Orders with respect to NIT along with Tender case (Minimum % of Verification):

1.	Above 1 Crores	-	100%
2.	Above 10 Lakhs Less than 1 Crores	-	70%
3.	Above 5 lakhs less than 10 Lakhs	-	50%
4.	Less than 5 Lakhs	-	10%.

3. **Periodicity and Methodology**

The period of this contract is to cover all the transactions relating to five years starting from 01.04.2025. The audit will be conducted as per the above scope of work specified in the tender on a continuous basis throughout the year. Internal Audit will cover all the departments of the Port.

4. **INTERNAL AUDIT REPORT:**

- (i) The report shall be submitted in two parts. The first part will contain a summary of various departmental processes of each department with risk areas identified, methods to address the risk areas and the significant irregularities and second part will contain all the other irregularities, deficiencies etc. noticed requiring rectification recoveries or adjustments.
- (ii) The report should be submitted with 2 hard copies and also by mail to FA&CAO mail (facao@nmpt.gov.in), books.section@nmpt.gov.in.
- (iii) The report should not be a repetition of C&AG'S audit remarks or it should not be just generated report available in the ERP System either fully or partially. Report should concentrate/give more attention to improvement in System Controls / Office procedures etc. Qualitative

- information to management on cost /benefit analysis various operation/investments etc.
- (iv) The report should state the Name, Qualification etc of all the persons who in charge/Conducted the Internal Audit of that quarter.
 - (v) The report shall also contain the following :-
 - a) A detailed flowchart of each departmental functions.
 - b) A list of Risk areas identified in each department.
 - c) Confirmation to have Audited the identified risk areas of each department.
 - d) Confirmation about the achievement of departmental targets/objectives of all departments and deviations, if any.

The Audit opening & closing meeting of Internal Auditor with the HOD shall be enclosed with the quarterly report. Reports submitted are supported by basic records. Draft report should be submitted on or before 15th of the successive Quarter April to June-15th July, similarly 15th October, 15th January & 15th April), Meeting with the respective HOD's should be completed before 22nd of the respective quarter and final report should be submitted before end of the upcoming Month of the respective Quarter.

5. TERMS OF PAYMENT:

- (i) Payment will be made after completion of Final Audit Report/Submission of Report to Port for each completed quarter and also after considering the Compliance Report submitted by respective Departments for the Action Taken on the queries of the concerned departments. The Tax invoice of bill shall be raised as per GST provisions and the payment shall be made after deducting applicable TDS and other statutory recoveries.
- (ii) The payment for the fourth quarter of the respective financial year will be made after completion of Internal Audit of all Departments. Further, the payment for the fourth quarter of the financial year will be subject to submission of final report consolidating all the quarterly reports and covering the entire scope for every financial year after considering the compliance report submitted by respective Departments for action taken on the Audit queries/observations of the concerned Department.

6. NOMINATION OF A PARTNER & COMPOSITION OF AUDIT TEAM:

- (i) The Chartered Accountant/ Cost & Management Accountant firm shall nominate a partner exclusively to deal with the Internal Audit and co-ordinate with New Mangalore Port Authority at all times. The partner shall be in a position to visit the Port at any time on any number of occasions for the purpose of carrying out the Internal Audit work. Apart from that the Partner of the firm shall also be in a position to come for any discussion/meeting convened to deliberate on the Internal Audit Report on any number of occasions at any point of time. Any non-response/default in this regard will be considered as deficiency in service. The

Chartered Accountant/ Cost & Management Accountant firm shall give the complete contact details of the partner so nominated along with the Address, Telephone no., Mobile no., Fax no., E- mail ID, etc. Any changes in the Manpower deployed shall be made only after getting prior written consent from New Mangalore Port Authority.

(ii) The Audit Team should be headed by a Partner who shall be a Chartered Accountant/ Cost & Management Accountant with their office situated in Mangalore.

TENDER MONITORING DIRECTORATE

No. TMD/Circular/1/2023-24

Date: 9th April, 2023

Dear professional colleagues,

Greetings to you from the Tender Monitoring Directorate of ICAI!

The ICAI has always been concerned about the tendering process and evaluation of tenders especially in case of Professional Services. ICAI has been keeping a close eye on the tenders floated by different organisations seeking CA services. Members might be aware that such tenders are hosted at <https://www.pdicai.org/Opportunities.aspx> to enable members to apply.

In order to monitor, analyze and streamline the decisions taken by the Council of ICAI from time to time, which are reproduced below, a Directorate namely "**Tender Monitoring Directorate**" has been constituted this year. The Directorate shall work to streamline the process of tendering and to monitor the bids quoted by CAs in all the permissible tenders and analyze them. It may further refer the deviations at appropriate level.

NOTIFICATIONS & COMPLAINTS

The ICAI has issued notifications for adherence and compliances by the Members of ICAI while responding to the tenders.

Guideline No. 1-CA(7)/03/2016 issued on 7th April, 2016

In exercise of the powers conferred on it under Item (1) of Part II of the Second Schedule to the Chartered Accountants Act, 1949, the Council of the Institute of Chartered Accountants of India has notified the following guidelines in the Gazette of India for compliance by the members of the Institute-

- (i) A **member** of the Institute in practice **shall not respond to any tender** issued by an organization or user of professional services in areas **of services which are exclusively reserved for chartered accountants**, such as audit and attestation services. However, such restriction shall not be applicable where minimum fee of the assignment is prescribed in the tender document itself or where the areas are open to other professionals along with the Chartered Accountants.
- (ii) This Guideline has come into force with immediate effect.

Non-adherence of the aforesaid Notification (dated 7th April 2016) will attract disciplinary action in accordance with Item (1) of Part II of the Second Schedule to the Chartered Accountants Act, 1949.

RELATED PROVISIONS OF CODE OF ETHICS

- (i) The "minimum fee" for this purpose should be such that it commensurates with size, value, volume, manpower requirement and nature of work (as decided by Council at its 388th Meeting held on 6th and 7th February, 2020).
- (ii) A member of the Institute in practice shall not respond to any tender in areas of services which are exclusively reserved for Chartered Accountants

by statute viz. Audit and Attestation Services such as Audit under Companies Act 2013, Income Tax Act 1961, etc. In any State under the local statute if audit and attestation services are exclusively meant for Chartered Accountants only, the member will not be allowed to respond to such tender. However, a member may respond to tenders as mentioned above wherever the minimum fee of the assignment is prescribed in the tender document itself. The fees quoted by the member shall not be less than the minimum fee mentioned in the tender.

- (iii) Non-adherence to these guidelines could lead to disciplinary action as this is a Council decision.
- (iv) The Institute can call for any papers/ documents related to bid submitted by members in response to respective tender.

MAINTENANCE OF COST SHEET

The Council at its 301st meeting held in December, 2010 decided that-

- (i) A **Cost sheet be maintained by members** of the Institute responding to tenders and accepting the professional work based thereupon, **incorporating** details of the **costs** being **incurred** therein having regard to **number of persons** involved, **hours** to be spent, etc., so that the same **may be called for by the Institute** for perusal.
- (ii) The format of the same can be viewed at <https://resource.cdn.icai.org/38366pdc28039.pdf>

RECOMMENDED SCALE OF FEES

To ensure the quality of audit and to avoid unhealthy competition, the fee of audit assignment should be quoted as per the type & nature of assignment i.e. time and skill set required for the said assignment and other factors. The recommended scale of fees prescribed by the ICAI and the same may be used for determining the fee. Copy of document is available at link: <https://cmpbenefits.icai.org/wp-content/uploads/2020/02/Details-download.pdf>

PEER REVIEW OF THE FIRM

In case the differential between the lowest quote (L1) received for a tender (on which the tender is ultimately allotted) and the next lowest quote (L2) is considerable, then peer review of the said assignment and/or concerned Chartered Accountants/ Firm thereof can be ordered.

FIXED BUDGET BASED SELECTION METHOD (FBS)

In addition to above, we would also like to inform that Department of Expenditure (Procurement Policy Division) has issued a General Instruction on Procurement and Project Management dated 29th October 2021 in which they provided additional method of Procurement other than three methods for selection/ evaluation of consultancy proposals namely Fixed Budget-based Selection (FBS) for consultancy services. Under this method, cost of the consulting services shall be specified as a fixed budget in the tender document itself. We urge members to promote utilisation of the Fixed Budget-based selection (FBS) method for hiring of professional services among various Government departments. Copy of Document is available at link:

(<https://doe.gov.in/sites/default/files/General%20Instructions%20on%20Procurement%20and%20Project%20Management.pdf>)

We urge our members to adhere to the related notifications issued by the Institute from time to time. All members are hereby requested to comply with the directions of Council so that the esteem of the profession is held high. The intent is to fetch a good price for the services, and at the same time, provide quality service. If you come across any instance of violation, please write to The Secretary, Tender Monitoring Directorate, Email ID: tender.enquiry@icai.in, Tel.No.011-30110408.

With regards

Convenor & Deputy Convenor
Tender Monitoring Directorate
The Institute of Chartered Accountants of India
New Delhi.