

MORMUGAO PORT AUTHORITY
FINANCE DEPARTMENT

Date: 04-11-2024

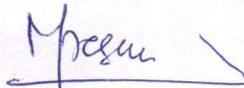
CORRIGENDUM

Sub: **OUTSOURCING OF INTERNAL AUDIT WORK OF MORMUGAO PORT AUTHORITY**

TENDER No- FA/IA/80-A/2024/00143 dt.17.10.2024

Sr. No.	Description	Existing	Revised
1.	Last date of submission of Tender	04.11.2024 at 15:00 hrs.	11.11.2024 at 15:00 hrs.
2.	Opening of Technical cover (Cover-I)	05.11.2024 at 15:30 hrs.	12.11.2024 at 15:30 hrs.

All prospective bidders may kindly note of the above amendments.


(Milind L. Dessai)
Dy. CAO
Mormugao Port Authority

MORMUGAO PORT AUTHORITY
FINANCE DEPARTMENT

Date: 04-11-2024

CORRIGENDUM

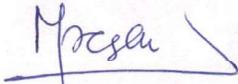
Sub: OUTSOURCING OF INTERNAL AUDIT WORK OF MORMUGAO PORT AUTHORITY

TENDER No- FA/IA/80-A/2024/00143 dt.17.10.2024

Sr. No.	Description	Existing	Revised
1.	MINIMUM ELIGIBILITY CRITERIA (MEC)	<p>BASIC ELIGIBILITY CRITERIA</p> <p>I) TECHNICAL CRITERIA</p> <p>1. The firm/or the Partner shall have 7 year's experience in carrying out Statutory/Internal Audit. (Provide copy of Certificate of practice or firm registration).</p> <p>2. The firm or the Partner should have carried out Statutory Audit or Internal Audit of any organization having turnover of minimum Rs. 100 crores for atleast one year during last 7 years..</p> <p>3. The Chartered Accountant Firm should have its registered Office in Goa.</p> <p>4. The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India</p>	<p>BASIC ELIGIBILITY CRITERIA</p> <p>I) TECHNICAL CRITERIA</p> <p>1. The Chartered Accountants / Chartered Accountant Firms or Cost Accountants / Cost Accountant Firms shall have 7 year's experience in carrying out Statutory/Internal Audit. (Provide copy of Certificate of practice or firm registration).</p> <p>2. The Chartered Accountants / Chartered Accountant Firms or Cost Accountants / Cost Accountant Firms should have carried out Statutory Audit or Internal Audit of any organization having turnover of minimum Rs. 100 crores for atleast one year during last 7 years.</p> <p>3. The Chartered Accountants / Chartered Accountant Firms or Cost Accountants / Cost Accountant Firms should have its registered Office in Goa.</p> <p>4. The Chartered Accountants / Chartered Accountant Firms or Cost Accountants / Cost Accountant Firms should be</p>

	<p>(ICAI) and have Income Tax Permanent Account Number (PAN) and Goods and Service Tax Registration.</p> <p>5. The Firm should have been in operation for at least 5 years after its registration.</p> <p>6. On the date of submission of tender, the bidder should not have been indicted for any criminal, fraudulent or anti competition activity and not been blacklisted by any government departments.</p> <p>II) FINANCIAL CRITERIA</p> <p>1. The Bidder should have an Average Annual financial turnover of at least Rs. 3,60,000/- (Rupees Three lakh sixty thousand only) for the three financial years i.e. 2021-22, 2022-23, 2023-24).</p> <p>2. In case of Micro and Small Enterprises/ Startups, the Average Annual Financial Turnover shall be at least Rs. 1,80,000/- (Rupees one lakh eighty thousand only) subject to production of certificate issued by MSME authorities/DPIIT.</p>	<p>registered with the respective Institutes i.e The of Chartered Accountants of India (ICAI) or The Institute of Cost Accountants of India and have Income Tax Permanent Account Number (PAN) and Goods and Service Tax Registration.</p> <p>5.The Chartered Accountant Firms or Cost Accountant Firms should have been in operation for at least 5 years after its registration.</p> <p>6. On the date of submission of tender, the bidder should not have been indicted for any criminal, fraudulent or anti competition activity and not been blacklisted by any government departments.</p> <p>II) FINANCIAL CRITERIA</p> <p>1. The Bidder should have an Average Annual financial turnover of at least Rs. 3,60,000/- (Rupees Three lakh sixty thousand only) for the three financial years i.e. 2021-22, 2022-23, 2023-24).</p> <p>2. In case of Micro and Small Enterprises/ Startups, the Average Annual Financial Turnover shall be at least Rs. 1,80,000/- (Rupees one lakh eighty thousand only) subject to production of certificate issued by MSME authorities/DPIIT.</p>
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All prospective bidders may kindly note of the above amendments.


 (Milind L. Dessai)
 Dy. CAO
 Mormugao Port Authority

**MORMUGAO PORT AUTHORITY
FINANCE DEPARTMENT, INTERNAL AUDIT SECTION
NOTICE INVITING ONLINE TENDERS (NIOT)**

DETAILS OF TENDER

ORGANISATION	MORMUGAO PORT AUTHORITY [MPA]
DEPARTMENT & SECTION	FINANCE DEPARTMENT, INTERNAL AUDIT SECTION
TENDER INVITING AUTHORITY	FINANCIAL ADVISER & CHIEF ACCOUNTS OFFICER, MORMUGAO PORT AUTHORITY, ADMINISTRATIVE BUILDING, HEADLAND SADA, GOA 403 804.
E-TENDER REFERENCE NO.	FA/IA/80-A/2024/00143 dt.17.10.2024
NAME OF THE WORK	OUTSOURCING OF INTERNAL AUDIT WORK OF MORMUGAO PORT AUTHORITY
BID SUBMISSION START DATE	23.10.2024 at 17:00 hrs.
LAST DATE & TIME FOR RECEIPT OF BIDS	04.11.2024 at 15:00 hrs.
BID OPENING DATE	Techno-commercial Bid (Cover-I) will be opened on: 05.11.2024 at 15:30 hrs. Date of opening of Price Bid shall be notified after scrutiny and evaluation of Techno-commercial Bids.
BID OPENING AUTHORITY & ADDRESS	FA & CAO / Finance Department Officers MORMUGAO PORT AUTHORITY, Administrative Building, Headland Sada, Goa-403804.
BIDDING TYPE	OPEN TENDER (E-TENDER MODE ONLY)
BID VALIDITY	90 DAYS
TENDER CURRENCY TYPE	SINGLE
TENDER CURRENCY SETTINGS	INDIAN RUPEE (INR)
TENDER FEE	Rs. 2,360/- (inclusive of 18% GST. However exempted for MSE registered vendors)
EMD COST	Rs.18,000/- . (However exempted for MSE registered vendors)

MINIMUM ELIGIBILITY
CRITERIA (MEC)

BASIC ELIGIBILITY CRITERIA

I) TECHNICAL CRITERIA

1. The firm/or the Partner shall have 7 year's experience in carrying out Statutory/Internal Audit.(Provide copy of Certificate of practice or firm registration).
2. The firm or the Partner should have carried out Statutory Audit or Internal Audit of any organization having turnover of minimum Rs. 100 crores for at least one year during last 7 years.
3. The Chartered Accountant Firm should have its registered Office in Goa.
4. The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI) and have Income Tax Permanent Account Number (PAN) and Goods and Service Tax Registration.
5. The Firm should have been in operation for at least 5 years after its registration.
6. On the date of submission of tender, the bidder should not have been indicted for any criminal, fraudulent or anti competition activity and not been blacklisted by any government departments.

II) FINANCIAL CRITERIA

1. The Bidder should have an Average Annual financial turnover of at least Rs. 3,60,000/- (Rupees Three lakh sixty thousand only) for the three financial years i.e. 2021-22, 2022-23, 2023-24).
2. In case of Micro and Small Enterprises/ Startups, the Average Annual Financial Turnover shall be at least **Rs. 1,80,000/-** (Rupees one lakh eighty thousand only) subject to production of certificate issued by MSME authorities/DPIIT.

ONLINE DOCUMENTS
REQUIRED TO BE
SUBMITTED

Scanned Copies of the Following Documents :

1. Self-Certified Letter, certifying that the payment of Tender Fees and EMD remitted through e-mode as stipulated in the tender.
2. Proof of minimum seven (07) year's experience as Internal Auditor & Statutory Audit of any organization having turnover of minimum Rs.100 Crores for at least one year in last 07 years.
3. Complete set of Tender Document duly filled in, complete in all respects, signed and sealed on all pages by an authorized signatory.
4. Undertaking as per Annexure II, V & VI duly signed.
5. Copy of PAN Card duly signed.
6. Copy of the GST Registration Certificate duly signed.
7. ICAI Registration Certificate.

<p>PAYMENT OF TENDER FEE & EMD</p> <p>NOTE: OUR BANK DETAILS ARE PROVIDED AT ANNEXURE VIII</p>	<p>Mode of Payment towards Tender Cost and EMD to be preferably paid online through e-Payment mode before due date via :</p> <p>1. National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS).</p> <p>Note: Any Payments made through NEFT/RTGS will take 24 hours for its reconciliation. Hence the payments through NEFT/RTGS should be made at least TWO BANK WORKING DAYS in advance before any due date and upload the scanned copy of challans in the e-Tender website as a token of payment.</p> <p>However, bidder can pay EMD & Tender Fee in the form of Demand Draft which shall be furnished to FA & CAO, MPA, Goa through post or by hand and shall reach on or before the bid opening date and time for the purpose of realization.</p>
<p>FORMAT AND SIGNING OF BID</p>	<p>The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.</p> <p>The Bid shall contain no alterations, additions, except those to comply with instructions issued by the Port.</p>
<p>CONTACT DETAILS FOR CLARIFICATIONS</p>	<p>For any Issues or Clarifications relating to this tender, bidders are requested to email to:</p> <ol style="list-style-type: none"> 1. facao@mptgoa.gov.in 2. audit-mpa@mptgoa.gov.in 3. Phone: (0832) 2594411

<p>E-TENDERING HELP CONTACT DETAILS</p>	<p>Any queries relating to the process of online submission or queries relating to CPP Portal general may be directed to the 24x7 CPP Portal Helpdesk.</p> <p>Help Desk Numbers : +91-0120-4001062; +91-0120-4001002; +91-0120-4001005; +91-0120-6277787;</p> <p>Email Support : Technical - support-eproc@nic.in</p> <p>Policy Rated - cphp-doe@nic.in</p>
<p>WEBSITE</p>	<p>https://eprocure.gov.in/eprocure/app</p>
<p>FORMAT AND SIGNING OF BID</p>	<p>The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf of the Bidders.</p> <p>The Bid shall contain no alterations, additions, except those to comply with instructions issued by the Port.</p>

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective

Tender Inviting Authority

OPEN ONLINE TENDER DOCUMENT

Sr No	CONTENT	Page No
1.0	MPA STANDARD TERMS AND CONDITIONS FOR OUTSOURCING	8 - 9
2.0	SPECIAL INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION (SITB)	10 - 12
3.0	GENERAL INSTRUCTIONS TO BIDDERS (GITB) INSTRUCTIONS TO THE BIDDER	13 - 21
4.0	MINIMUM ELIGIBILITY CRITERIA & SCOPE OF WORK	22 -24
5.0	COMMERCIAL TERMS & CONDITIONS	25 - 27
6.0	PRICE BID SCHEDULE (TO BE UPLOADED IN COVER-II) FOR VIEW ONLY	28- 29
7.0	LIST OF DOCUMENTS TO BE ATTACHED BY THE BIDDER	ANNEXURE - I
8.0	UNDERTAKING REGARDING SCOPE OF WORK & COMMERCIAL TERMS	ANNEXURE - II
9.0	AGREEMENT FORMAT	ANNEXURE - III
10.0	BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT	ANNEXURE - IV
11.0	AFFIDAVIT	ANNEXURE - V
12.0	DETAILS TO BE SUBMITTED BY THE VENDORS FOR E.F.T. PAYMENT	ANNEXURE -VI
13.0	ELECTRONIC PAYMENT SYSTEM MANDATE FORM	ANNEXURE -VII

14.0	GST DETAILS PROFORMA	ANNEXURE -VIII
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1.0 MPA STANDARD TERMS AND CONDITIONS FOR OUTSOURCING

1.1 TENDER DATES:

NIOT will be published on the website <https://eprocure.gov.in/eprocure/app> and link on our corporate website <https://www.mptgoa.gov.in>.

The tender will have a time schedule along the lines as indicated below:

Sl. No.	Particulars	Date (DD/MM/YY)	Time (Hours: Minute)
a.	Tender Publication Date	18.10.2024	15:00 hrs.
b.	Document Download Start Date	18.10.2024	15:00 hrs.
c.	Start Date for seeking Clarifications by e-mail to 1. facao@mptgoa.gov.in 2. milind.dessai@mptgoa.gov.in 3. audit-mpa@mptgoa.gov.in	18.10.2024	15:00 hrs.
d.	Last Date for seeking Clarifications by e-mail to 1. facao@mptgoa.gov.in 2. milind.dessai@mptgoa.gov.in 3. audit-mpa@mptgoa.gov.in	22.10.2024	15:00 hrs.
e.	Bid Submission Start Date	23.10.2024	17:00 hrs.
f.	Bid Submission End Date	04.11.2024	15:00 hrs.
g.	Technical Bid Opening date	05.11.2024	15:30 hrs.

1.2 GENERAL TERMS FOR SUBMISSION OF BID:

1.2.1 The bidder has to submit his bids online as per the Special Instructions to Bidders for online bid submission specified in this tender document.

1.2.2 All bids are to be submitted on or before the end date specified hereinabove. Bidders are instructed to refer to website specified in the NIOT for publication of any corrigendum pertaining to change in Scope of Work or any other Tender Conditions, if any before submission of bids.

1.2.3 Clarifications

Bidders can seek clarifications, if any before the set due date and time for seeking clarifications. The clarifications sought will be furnished by MPA within 4 days to all the bidders who are participating in the tender.

1.2.4 Bid Validity

The validity period of the bids shall be minimum 90 (ninety) days from the date of tender opening. The bidder shall not, during the said period or within the period extended by mutual consent, revoke or cancel his tender or alter any terms/conditions thereof without the written consent of MPA. If a

bidder is found violating this condition, MPA shall have right to take appropriate further action.

1.2.5 Prices

Prices quoted online must be firm; otherwise the offer will be rejected. Also prices quoted shall be exclusive of GST. Applicable GST will be paid as applicable.

1.2.6 The Technical-bids shall be evaluated based on the information furnished by bidders. If any clarification is required from the bidder, MPA will seek such clarifications.

1.3 After evaluation of Technical-bids, all the bidders who participated in the tender will get information regarding their acceptance or otherwise of their tender. Thereafter, an e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.

1.4 SUBMISSION OF ON-LINE BID

Please refer to the sections relating to Special Instructions to Bidders (SITB) for Online Bidding, General Instruction to Bidders (GITB), Minimum Eligibility Criteria & Scope of Work, Commercial Terms & Conditions, Price Bid Schedule/BOQ etc. of the e-tender.

We shall be pleased to have your lowest offer on the subject tender.

Thanking you.

**Yours faithfully,
For MORMUGAO PORT AUTHORITY**

Financial Adviser & Chief Accounts Officer

2.0 SPECIAL INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2.1 REGISTRATION

- 2.1.1** Bidders are required to enroll on the e-Procurement Module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2.1.2** As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.1.3** Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.1.4** Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 2.1.5** Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 2.1.6** Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.2 SEARCHING FOR TENDER DOCUMENTS

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

2.3 PREPARATION OF BIDS

- 2.3.1** Bidder should take into account any corrigendum pertaining to this tender published on the aforesaid site before submitting their bids.
- 2.3.2** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 2.3.3** Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 2.3.4** To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
- Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

2.4 SUBMISSION OF BIDS

- 2.4.1** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.4.2** The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.4.3** Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 2.4.4** Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 2.4.5** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their

respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 2.4.6** The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
- 2.4.7** All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys.
- 2.4.8** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 2.4.9** Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.4.10** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

2.5 ASSISTANCE TO BIDDERS

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

3. GENERAL INSTRUCTIONS TO BIDDERS (GITB)

3.1 SCOPE OF SERVICES

Online Bids are invited through open tendering from the reputed firms/individuals satisfying minimum eligibility criteria (MEC) as indicated in the tender in two cover system (Cover-I: Techno-Commercial Bid & Cover-II : Price Bid) for providing on-site Internal Audit Services by deployment of Manpower having requisite qualifications and experience at Mormugao Port Authority site, Headland Sada, Goa in accordance with the Scope of Work specified in this tender. Bidder is required to submit their tender offer in the form of Two- cover system on or before due date (refer NIOT). The time of opening of technical bid is as indicated at NIOT. The Notice Inviting Tenders (NIOT) issued by MPA forms part of the Tendering Documents.

TENDER SUBMISSION

The Tender shall be uploaded as follows:

- 3.1.1 Earnest Money Deposit (EMD) -** The Bidder shall furnish an EMD of Rs.18,000.(Rupees Eighteen Thousands only). Bids of the firms not submitting EMD shall be summarily rejected except in the case, as per clause no 3.1.3.
- 3.1.2 TENDER FEE for Rs. 2,360.00 (Rupees Two Thousand Three Hundred Sixty only)** inclusive of 18% GST- Non-refundable - RTGS Receipt shall be uploaded online. Bids of the firms not submitting Tender Fee shall be summarily rejected except in the case, as per clause no 3.1.3.
- 3.1.3 Micro and Small Enterprises (MSE)** registered with District Industries Centre (DIC) or Khadi and Village Industries commission or Khadi & 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 shall be exempted of tender fee and Earnest Money Deposit (EMD) on producing self-attested supporting certificates along with Technical Bid.

Note: Exemption towards payment of EMD and Tender fees will be extended only to Micro and Small Enterprises.

- 3.1.4** All the documents should be as per the MQC. Technical Bid should not contain Price Bid. "Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.
- 3.1.5** The Tender document duly signed and sealed by the Bidder on each page with Annexure duly filled along with amendments issued by MPA if any.

-List of documents to be attached by the bidder Annexure -I.

-Undertaking regarding scope of work & commercial terms Annexure-II

-Agreement format Annexure- III.

-Bank guarantee format for security deposit Annexure– IV.

- Affidavit Annexure –V
- Details to be submitted by the vendors for e.f.t. payment Annexure –VI
- Electronic payment system mandate form Annexure –VII
- GST details proforma – Annexure-VIII
- Information on litigation if any

3.2 PRICE BID SHALL BE UPLOADED ONLY THROUGH ONLINE

Technical Bid and Price Bid shall be uploaded through online only. Price bid should be quoted in the BOQ template available in the CPP portal only. The BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid submitted by Bidder is liable to be rejected. Bidders are allowed to enter the Bidder Name and Values only. Any condition imposed in the price bid shall make the tender liable for out-right rejection. The contract shall be for the whole works as described in the scope of work based on the priced Bill of Quantities submitted through CPP portal by the Bidder. The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through CPP portal. Items for which no rate or price is entered by the Bidder will not be paid for by the Port when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

3.3 COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid, including costs and expenses related to visits to the site and MPA will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3.4 SITE VISIT

- 3.4.1** The bidder can visit and examine the Site of Works and its surroundings any day with prior intimation and confirmation to obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for providing. The bidder should intimate about visit in advance and seek confirmation by sending e-mail to facao@mptgoa.gov.in / audit-mpa@mptgoa.gov.in.
- 3.4.2** The costs of visiting the Site shall be at the bidder's own expense. Claims and objections due to ignorance of existing conditions will not be considered after submission of the bid and during the execution of the work.
- 3.4.3** The bidder and any of its personnel or agents will be granted permission by the Employer (MPA) to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection/visit.

3.5 AUTHORITY IN SIGNING TENDER DOCUMENTS

- 3.5.1** The tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid "Power of Attorney" from other partners or all the partners constituting the firm.
- 3.5.2** In case of a Company, the tender should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company.
- 3.5.3** In case of proprietorship, an undertaking by the owner stating that he is the owner / proprietor of the company shall be submitted and all the tender documents submitted shall be signed by him.

3.6 ONE BID PER BIDDER

- 3.6.1** The Bidder shall submit only one bid for this tender. In case the Bidder submits more than one Bid for this tender, all his bids will be summarily rejected.
- 3.6.2** A Bidder shall not have a conflict of interest. All Bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they are or
have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be rendered under these Tendering Documents ; or Submit more than one Tender in this Tendering process.
- 3.6.3** A Bidder that is under a declaration of ineligibility by the Employer in accordance with ITB, at the date of contract award, shall be disqualified.
- 3.6.4** Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

3.7 BIDDER TO INFORM HIMSELF FULLY

- 3.7.1** The Bidder is expected to examine carefully the contents of all the documents provided like instructions to the Bidders, Tender Conditions, Scope of work etc. Failure to comply with the requirements of the tender will be at the Bidders own risk. The Bidder to ensure to make a complete and careful examination of requirements and other information set out in the tender document. The Bidder shall be deemed to have obtained all necessary information in all the matters whatsoever that might influence while carrying out the Works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.
- 3.7.2** The Bidder shall examine carefully the conditions of contract in the Tender documents supplied herewith. Though every effort is made herein to give basic data as exhaustively as possible, the Bidder is advised to visit the Mormugao Port and its approaches and get himself thoroughly acquainted with all necessary data concerning weather conditions, working conditions, sea conditions, etc. for the purposes of making a correct offer. All costs, charges and expenses that may be incurred by the Bidder in connection with such investigations for the submission of his offer shall be borne by him and the Board accept no liability or responsibility whatsoever therefore.

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

3.8 EARNEST MONEY DEPOSIT (EMD)

- 3.8.1** The bidder is required to pay Rs.18,000 /-(Rupees Eighteen Thousand only) as EMD. The tender not accompanied with EMD shall be summarily rejected, except in the case as per clause No 3.1.3.
- 3.8.2** The Earnest Money Deposit of unsuccessful bidders shall be returned without interest as early as possible on award of Contract to the successful bidder. The Earnest Money Deposit of the successful bidder shall be refunded (without interest) only on receipt of Bank Guarantee/Security Deposit as stipulated in the tender.
- 3.8.3** The Earnest Money Deposit may be forfeited,
- a) if the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - b) the successful Bidder fails within the specified time limit
- to sign the Agreement
 - Submit the Performance Security or
 - Fail to commence the work on the specified date as per LOA
- 3.8.4** In case the Firm has submitted MSME certificates as per clause no 3.1.3, for participating in the tender, then the firm may be debarred for a period of three (3) years from participating for tenders at Mormugao Port Authority duly informing the MSME authorities, if
- a)The MSME Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - b)the successful Bidder fails within the specified time limit to
- Sign the Agreement
 - Submit the Performance Security or
 - Fails to commence the work on the specified date as per LOA.

3.9 BID VALIDITY

The tender shall remain valid for acceptance for a period of 90 days from the date of submission of Technical Bid. MPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by e-mail. A bidder may refuse the request without forfeiting his Bid security. However, in the event of the Bidder agreeing to the request, he shall not be permitted to modify his tender.

3.10 AMENDMENTS

- 3.10.1** At any time, prior to the last date for submission of tenders, MPA reserves the right to amend and modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the CPP/PORT website.
- 3.10.2** The Addenda/Corrigenda so issued shall form part of the Contract and shall be binding upon the Bidders. MPA may at their discretion, extend the last date for submission of the tender, to enable the Bidders to have reasonable time to submit

their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. The Bidder shall acknowledge receipt of such Addenda/Corrigenda and submit the same along with his Tender duly signed and sealed in all pages.

3.11 TENDER OPENING AND EVALUATION

3.11.1 OPENING OF TECHNICAL BID

A) Technical bids of the Tender, received up to closing time on stipulated date, shall be opened as per the Important Instructions of CPP Portal.

B) The Bidder is deemed to have gone through the entire tender document and submitted his bid accordingly. Hence, Port at its discretion may not seek further clarification on the document furnished by the Bidder.

3.11.2 SCRUTINY AND EVALUATION OF THE TENDER

Prior to the detailed evaluation of bid, the employer will determine whether each bid (a) meets the eligibility criteria defined above (b) has been properly signed by an authorized signatory holding Power of Attorney in his favor (c) accompanied by EMD & Tender fee and (d) is responsive to the requirement of the bidding documents. If any of the above conditions are not satisfied, the bid shall be rejected outright.

3.11.3 Conditional offer or alternative offers will not be considered further in the process of tender evaluation.

3.11.4 A substantially responsive technical and Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the employers right or bidders obligations under the contract or (c) whose rectification would affect unfairly the competitive position of others bidders presenting responsive bids. The Bidder who does not fulfill the tender requirements shall not be considered for further evaluation.

3.11.5 After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any Bidder to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of tenders and decision concerning award of Contract may result in rejection of the Bidder's offer.

3.11.6 To assess the scrutiny, evaluation and comparison of tenders, the Port Authority may ask Bidder individually for clarifications. Clarifications shall be sought only on the documents submitted along with the bid. No new documents/work orders shall be entertained which was not part of the original submission whose acceptance would affect unfairly the competitive position of others bidders presenting responsive bids. Request for clarification and response thereto shall be in writing/email. No change in Price or substance of the tender shall be sought, offered or permitted nor is the Bidder permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.

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

3.12 OPENING OF PRICE BID:

- 3.12.1** Tenders, who are found to be in conformity with MPA's Tender requirement, shall be considered for opening of Price Bid.
- 3.12.2** The Bidders found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price Bids of such Bidders shall be opened online.
- 3.12.3** The Bidders has to quote for the subject work in the Price Bid format excluding GST.
- 3.12.4** The Evaluation will be done on Basic Price (Total of price in the Price Schedule (BOQ)) and lowest offer (L1) shall be considered among all Bidders for award of work. The rates offered shall be exclusive of GST. The GST element, if any shall not be considered for comparison. If any new tax imposed by the State/Central Govt., same shall be reimbursed by producing documentary proof.
- 3.12.5** The Bidder whose bid is accepted by the Port Authority, shall be duly informed in writing. Within 15 days of receipt of intimation, regarding acceptance of its bid.
- 3.12.6** The Bid with any counter conditions will be summarily rejected.

3.13 AWARD OF TENDER

3.13.1 AWARD CRITERIA

The award of contract shall be determined by:

- (a) eligibility of bidder and (b) meeting qualification criteria

3.13.2 EMPLOYERS RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL

Notwithstanding, the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders on the grounds for employer's action. Further, MPA does not bind itself to accept the lowest offer.

3.14 NOTIFICATION OF AWARD

- 3.14.1** The bidder whose bid has been accepted will be notified of the award by the employer prior to expiration of the bid validity period. This letter (herein after and in the conditions of contract called the "letter of acceptance") will state the sum that the employer will pay in consideration of the execution of the works as prescribed by the tender.
- 3.14.2** The notification of award will constitute the formation of the tender subject only to the furnishing of a security deposit.

3.15 SIGNING OF AGREEMENT

- a) The bidder shall execute an Agreement with the Authority within 21 days or any extended time from the date of issue of LOA. If the bidder, whose tender has been

accepted, fails to execute an Agreement within 21 days from the date of receipt of documents for execution of the Agreement, the security deposit of the Bidder will be forfeited and the work order will be cancelled.

b) The cost of stamping the Agreement and cost of preparation of Agreement document (1 original + 3 copies) must be borne by the successful Bidder. Stamp paper of Rs.1000/- shall be purchased from the Local authorized vendor in Goa for the purpose of agreement.

c) The place of stamping and signing of Agreement shall be at MPA only.

d) Further, if the bidder undertakes, to enter into and execute, when called upon to do so, an Agreement, with such modifications as agreed upon and unless and until the formal Agreement is prepared and executed, the bidder's offer, Authority order and the written acceptance for the receipt of Authority order of the bidder shall form a binding Contract between the Authority and the bidder.

e) The Agreement shall include amended final tender document, various clarification letters, written approval by the Port authorities, Amendment to the Agreement and any other conditions as agreed upon by the Authority and the bidder.

Note:- The damage charges for non-compliance for the delay in submission of the Agreement within the stipulated date above shall be at the rate of 0.25% of the contract value for each week or part of the week, for the number of weeks delayed beyond the stipulated date of submission. The damage charges for non-compliance shall be incl. of 18% GST.

3.16 PERFORMANCE GUARANTEE SECURITY DEPOSIT

To ensure due performance of the contract, performance guarantee is to be obtained from the successful bidder who has been awarded the contract. The amount of the performance security will be

-5% of the contract value to be converted into SD and

-5% of the contract value to be retained from the running bills and to be released after completion effect liability period.

Note: The performance security shall be paid by the bidder within 21 days of issue of work order.

3.16.1 In case of any default of the bidder, the Security Deposit/Performance Security furnished by the contractor shall be forfeited or the Bank Guarantee submitted by the contractor shall be encashed as the case may be, at the discretion of the Port.

Note: The damage charges for non-compliance for the delay in submission of the Security Deposit within the stipulated date above shall be at the rate of 1% of the amount of Security Deposit for each week or part of the week subject to maximum of 5% of Security Deposit for the number of weeks delayed beyond the stipulated date of submission. The damage charges for non-compliance shall be inclusive of 18% GST.

3.17 FRAUDULENT PRACTICES

The bidder shall not be eligible to participate where it has been determined to have engaged in corrupt or fraudulent practices and or found that bidder has submitted false / forged documents. In this regard, decision of MPA will be final.

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

3.17.2 defines, for the purpose of these provisions, the terms set forth below as follows:

3.17.3 i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

3.17.4 ii). "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition

3.17.5 will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.17.6 will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

3.18 COMMENCEMENT OF SERVICES

The tenderer is required to commence the services by deploying Manpower at site within 15 days from the date of receipt of email containing the Work Order.

3.19 CONTENT OF TENDER DOCUMENTS:

The Bidder is expected to examine MORMUGAO PORT AUTHORITY (MPA) tender terms & conditions, including all instructions, forms, contract terms and specifications, Bidder may visit MPA premises, for required details, failure to furnish all information as per the tender documents shall lead to rejections of tender and no correspondence on this subject shall be entertained by MPA.

3.20 LANGUAGE OF TENDER

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

3.21 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL

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

due date and expiry of the proposal validity period would result in disqualification of the bidder Tender Document.

3.22 TENDERED CURRENCIES:

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

3.23 GOVERNING OF TENDER:

Any order resulting from this tender enquiry, shall be governed by the all Terms & Conditions of the Tender, and the Bidder quoting against this enquiry, shall be deemed to have read and understood the same and are binding on the Bidder.

3.24 COUNTER OFFER:

Where counter terms & conditions are offered by the Bidder, the Bidder shall not be governed by those, unless, specific acceptance of the same is conveyed in writing in the order or otherwise by MPA.

3.25 COMPLIANCE OF COMMERCIAL TERMS:

The Bidder should upload undertaking in the prescribed format (Annexure II) endorsing therein that the Scope of Work has been understood and accepted and the bidder shall meet all the Commercial Terms and Conditions, failing which, it shall be presumed the Firm shall meet all the Terms and Conditions as specified in the Tender and would carry out the work as per the Scope of Work.

3.26 SIGNING OF TENDER DOCUMENTS

3.26.1 The Bidder shall submit online scanned copy of the Tender Document duly filled in, complete in all requests, signed and sealed on all pages by an authorized signatory of the firm.

3.26.2 A Power of Attorney, duly authorized by competent Authority indicating, the person(s) signing the tender, who have the authority to sign the Tender and thus the Tender is binding upon the Bidder.

4 MINIMUM ELIGIBILITY CRITERIA & SCOPE OF WORK

4.1 ELIGIBILITY OF INTERNAL AUDITOR TO BE DEPLOYED ON SITE

I) TECHNICAL CRITERIA

1. The firm/or the Partner shall have 7 years experience in carrying out statutory/Internal Audit. (Provide copy of Certificate of practice or firm registration).
2. The firm or the Partner should have carried out statutory audit or Internal Audit of any organization having turnover of Rs. 100 crores for at least one year during last 7 years.
3. The Chartered Accountant Firm should have its registered Office in Goa.
4. The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI) and have Income Tax Permanent Account Number (PAN) and Goods and Service Tax Registration (A copy of the certificate to be submitted).
5. The Firm should have been in operation for at least 5 years after its registration.
6. On the date of submission of tender, the bidder should not have been indicted for any criminal, fraudulent or anti competition activity and not been blacklisted by any government departments.

II) FINANCIAL CRITERIA

1. The Bidder should have an Average Annual financial turnover of at least **Rs. 3,60,000/-** (Rupees Three lakh sixty thousand only) for the three financial years i.e. 2021-22, 2022-23, 2023-24).
2. In case of Micro and Small Enterprises/ Startups, the Average Annual Financial Turnover shall be at least **Rs. 1,80,000/-** (Rupees one lakh eighty thousand only) subject to production of certificate issued by MSME authorities/DPIIT.

4.2 SCOPE OF WORK

A. ACCOUNTING RECORDS.

1. To verify all cash and Bank transactions recorded in cash book with vouchers to confirm correctness of entries supported by relevant documents. To verify investment and interest on it.
2. Verification of Sundry Creditors, age-wise outstanding advances and suggest remedial action for adjustment.
3. Review all General Ledgers periodically.
4. Revenue Audit in confirmation with Scale Of Rates and rates fixed by Competent Authority.

5. Verification of all types of bills raised for the services provided by Port.
6. Verification of Sundry debtors and customer balances.
7. Statutory compliance with respect to direct and indirect tax.
8. Verification of Adjustment entries.
9.
 - a. Test check of employee's payments and recoveries.
 - b. Test check of final settlement of retired employees.
 - c. Test check of Pension payments.
 - d. Test check of Imprest cash Accounts with departments.
 - e. Hospital Bills.
 - f. Cash and imprest cash verification of Cash Section of Finance Dept.

B. TAX COMPLIANCE :

1. TDS and TCS compliance/verification with respect to direct and indirect tax
2. To report on GST Compliances w.r.t .
 - a. Veracity of availing/claiming ITC.
 - b. ITC reversal for non payment of vendors invoice within 180days.
 - c. The interest /delayed payment is discharged on timely basis.
 - d. Check on GSTR 3B vis-a vis GSTR 1 and GSTR 2A.
 - e. Check on GSTR 9 vis-a vis GSTR 3B (annually).
 - f. Any other work related to GST.

C. BANK RECONCILIATION :

1. To verify and ensure that the reconciliation is accurate and complete by comparing the final figures of the reconciliations to the bank statement and general ledger.
2. To report on discrepancies if any between the ledgers & Bank statements.

D. DEBTORS VERIFICATION :

1. Verification of receivables, receipt of advances against services, sundry debtors reconciliation and to suggest/ review of provision to be made in accounts.
2. Review of royalty revenue received from BOT and compliance to PPP agreement entered into with operators and brought out discrepancies if any to notice of management.

E. INVENTORY -PHYSICAL VERIFICATION:

I) Material Management Division of CME:

1. To ensure and verify the entries recorded of receipts and issue of the stock SAP system.
2. To Verify and ensure the Reorder Level prior to placement of orders on sample basis based on Reservation through SAP system.
3. To Verify and ensure 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.to check the accuracy
 - a).If the log book reveals misuse the reason there for should be investigated and brought to notice.
 - b).Ensure the quantity issued is as per the requisition placed by the concerned Dept and corresponding stock Debit entries in the SAP system.
 - c).Verify the capacity recording is done as per the prescribed procedure on timely basis.
4. To verify quarterly the physical quantity of closing stock vis-viz the SAP system records.
5. To report on any discrepancies or pilferages found if any.

II) Medical Department:

1. Quarterly physical verification of medical stock and comparing it with the SAP records.
2. To report on any discrepancies if any.
3. Cash and imprest cash verification of casand Medical Dept with regards to imprest cash allotted towards a) General imprest b) Diet imprest and c) Emergency imprest.

F. PROCUREMENT AND WORKS CONTRACT OF ALL DEPARTMENTS.

1. 100% verification of contract works of Rs.10,00,000 and above.
2. 50% verification of contract Rs.2.5 lakhs to Rs.10 lakhs.
3. 25% verification of contract between Rs. One lakh to Rs.5 lakhs.
4. 10% verification of contract upto Rs.1 lakh.

Verification of all payment as per contract terms & conditions and compliance of various statutory laws, deficiencies in contract conditions if any.

G. AUDIT OF PENSION AND GRATUITY TRUST FUND.

The annual audit of Receipts & Payments, Income & Expenditure and Balance Sheet of Pension and Gratuity Trust Fund shall be conducted and the reports for the same shall be submitted for the year 2024-25,2025-26 & 2026-2027.

5 COMMERCIAL TERMS & CONDITIONS

5.0 RATES/PRICES:

- 5.1.1 The Rates/Prices quoted and as accepted by MPA shall remain fixed & firm till the satisfactory execution of work covered under the Tender. No increase in rates or prices, whatsoever, on any account, shall be considered by MPA during the currency of the contract.
- 5.1.2 The rates quoted in the Price Bid/BOQ would be inclusive of all taxes exclusive of GST.
- 5.1.3 The rates quoted in the Price Bid/BOQ would be inclusive of travel, lodging and boarding expenses of the Manpower who would be deployed at MPA site by the Bidder.

5.2 MANPOWER REQUIREMENT:

- 5.2.1 The minimum manpower to be deployed at site for audit work are as under:-
 - a) One qualified Chartered Accountant.
 - b) Two inter qualified Chartered Accountant and/ graduates/Trainees undergoing CA Course

Note:The Bidder shall assess the manpower requirement and accordingly manpower to be deployed at site for audit work

5.3 SERVICE PERIOD REQUIREMENT

The bidder is required to provide uninterrupted on-site Audit Services by deployment Manpower at Mormugao Port Authority (MPA), Headland Sada, Goa, for a period of three years.

5.4 SECURITY DEPOSIT FOR SUCCESSFUL BIDDER

- 5.4.2 The successful Bidder is required to provide 5% of the quoted price plus GST towards Security Deposit/Performance Guarantee within 15 days from the issue of Work Order.
- 5.4.3 If the Bidder desires, an irrevocable Bank Guarantee towards the Security Deposit shall be furnished by the Bidder in favour of Mormugao Port Authority in the prescribed format as per Annexure V on stamp paper of Rs.500/-. The Bank Guarantee shall be valid throughout the contract period with a grace period of six months after the expiry of contract for encashment.
- 5.4.4 These deposits will be retained as security for the due and proper fulfillment of the contract and will not carry any interest. Such deposits shall be forfeited on failure to perform or non-fulfillment by the contractor of the terms and conditions of the contract including submission of the documentation of the jobs completed. The Security Deposit will be in force throughout the period of contract as specified and will be refunded thereafter.

5.5 FORFEITURE OF EMD/SECURITY DEPOSIT

The breach of any of the terms & conditions of the tender shall result in discontinuation of further dealings with the Bidder and/or forfeiture of their EMD or the Security Deposit, as the case may be, at MPA discretion.

5.6 TERMS OF PAYMENT

Upon submission of quarterly report and covering the scope of audit.

5.7 GATE PASS:

The necessary Gate entry permits/passes will be issued free of cost on request.

5.8 ARRANGEMENTS FOR MANPOWER TO BE DEPLOYED AT SITE

Make their own arrangements for office stationery and other equipments. Separate room with table and chairs will be provided by the Port. Auditors should make their own arrangements for Conveyance/travelling.

5.9 ORDER ACKNOWLEDGEMENT

In the event of order acknowledgement, an acceptance of the order including all terms and conditions on a MPA prescribed format is to be submitted by the Bidder.

5.10 AGREEMENT

On receipt of award of work, Security Deposit to be furnished and an Agreement shall be executed on stamp paper of Rs.1000/- between the BOARD and the successful Bidder within 30 days of the award of the contract or in default and until, a formal agreement is prepared and executed, this tender together with written acceptance thereof shall constitute a binding contract.

5.13 TERMINATION OF WORK ORDER/CONTRACT

In the event of failure on the part of the Bidder to commence the services within 15 days from the date of award of Work Order or if the services provided are found to be poor, MPA reserves the right to cancel the Work Order at any time and terminate the Contract leading to forfeiture of EMD, Security Deposit and Retention Money.

5.14 COMPENSATION FOR DELAY IN EXECUTION OF CONTRACT

If the Bidder fails to commence the work in all respects within the time specified or within the extended time that may be allowed by the Port, the Bidder shall pay to the Port a sum equivalent to 0.5% per week or part thereof of the total value of the contract subject to a maximum of 5% of the total value of contract as liquidated and ascertained damages and not by way of penalty which may also be deducted from any moneys due to the Bidder. The payment of such damages does not relieve the Bidder of his obligations to complete the work or from any other obligations or liabilities under the contract.

5.15 ARBITRATION

5.15.1 In the event of any question, dispute or difference arising under the agreement resulting from this tender or in connection therewith, the

same shall be referred to the sole arbitration of the Chairman of Mormugao Port Authority (MPA) or if his designation is changed or his office is abolished, then in such cases to the sole Arbitration of the officer for the time being entrusted with the function of the Chairman of MPA, Headland Sada, by whatever, designation such officer may be called (hereinafter referred to as the said officer) and if the Chairman of MPA, or the said officer is unable or unwilling to act as such, to the sole arbitration of some other person appointed by the Chairman or the said officer.

- 5.15.2** There shall be no objection to any such appointment on the ground that the arbitrator is a Government servant, or that he has to deal with the matter to which the agreement relates, to or that in the course of his duties as Government Servant he has expressed his views on all or any of such matter in dispute or indifference. The word of the arbitrator shall be final and binding on the parties.
- 5.15.3** It shall also be the terms of the agreement that in the event of such arbitrator, to whom the matter is originally referred to, is under transfer, or is vacating, his office or is unable to act for any other reasons, whatsoever, the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed, shall be entitled to proceed with the reference from the stage, at which it was left by his predecessor.
- 5.15.4** Upon any and every reference for the award, as aforesaid. The cost of the proceeding including all expenses, incidental thereto, shall be at the discretion of the arbitrator.
- 5.15.5** The Venue of arbitration proceedings shall be at MPA premises or such other place, as the arbitrator may decide.

5.16 RESTRAINING PUBLICITY OF OFFICIAL SECRETS, DRAWINGS, PHOTOS

The contract involves obligation of secrecy and the commission by the Bidder, his agents, sub-contractor or his agents, workmen of any offence under the Indian Official Secrets Act, 1923 or any statutory modifications or re-enactments thereof will apart being a criminal offence constitute a breach of contract.

5.17 JURISDICTION

In the event of any dispute, the same shall be subject to the jurisdiction of the "Courts in Goa".

(I/We hereby agree to the Terms and Conditions)

Signature and Seal of the Bidder

BOQ FOR VIEW ONLY
6.0 PRICE BID (SCHEDULE)
 (To be Uploaded in Cover II - Price Bid)

Tender Inviting Authority: FA & CAO, MORMUGAO PORT AUTHORITY

Name of Work: Appointment of practicing Chartered Accountant for INTERNAL AUDIT OF MURMUGAO PORT AUTHORITY for three years.

Contract No: FA/IA/80-A/2024/00143 dt.17.10.2024

Name of the Bidder/ Bidding Firm / Company :							
<u>PRICE SCHEDULE</u>							
(This 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 this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Qty	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8

1.	YEARLY CHARGES FOR PROVIDING INTERNAL AUDIT SERVICES BY DEPLOYMENT OF MANPOWER AT MPA SITE AS PER MINIMUM ELIGIBILITY CRITERIA AND SCOPE OF WORK AS SPECIFIED IN TENDER NO. FA/IA/80-A/2024/00143 DATED 17/10/2024	Item1	03	Nos		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					

**LIST OF DOCUMENTS TO BE ATTACHED AND UNDERTAKING
FROM TENDERER**

Sr. No	Description of Documents	Compliance Yes/No	Document Attached
1	<u>Receipt of EMD and Tender fees.</u>		
2	Proof of minimum seven (07) years experience as internal auditor & statutory Audit <u>of any organization having turnover of minimum Rs.100 crores for at least one year in last 07 years</u>		
3	Complete Tender Document duly filled in, complete in all respects, signed and sealed on all pages by an authorized signatory.		
4	Undertaking as per Annexure II, V & VI duly signed		
5	Copy of PAN Card duly signed.		
6	Copy of the GST Registration Certificate duly signed.		
7.	ICAI Registration Certificate.		

Supporting documents submitted by the tenderers should be certified true copies or photocopies duly signed by authorized person of the firm, with tendering firm's seal. Tenderer shall submit the information in a tabulated format along with the supporting documents for each. Submitted documents should be clear, readable, and complete with page numbers, indicating total number of pages attached to each document. MPA has a right to verify/cause verification of authenticity of the said documents whenever felt necessary.

NOTE:

- i) Tenderers have to confirm having submitted all the applicable Certificates/Documents, as asked above at Sr. No. (1) to (7).
- ii) All the points are to be read and interpreted in reference to the eligibility as specified in Minimum Eligibility Criteria.

I/We hereby declare that I/We have read the all tender terms & conditions and confirmed that I/We understood the same. All terms & conditions are acceptable to us.

.....
(Signature of the Tenderer)

Full Name & Address of the Company/Professional.

Seal of the Company.

Strike out whichever is not applicable.

UNDERTAKING

I/We have read and understood the scope of work.

1. I/We have read and understood the Minimum eligibility criteria and scope of work;
we confirm that the Commercial Terms & Conditions are acceptable to us.

(Signature of the Bidder)

Full Name & Address of the Company/Professional:

Seal of the Company

Strike out whichever is not applicable.

FORM OF AGREEMENT*(To be executed on stamp paper/s of Rs.1000)*

This Agreement is made this _____ day of _____, two thousand twenty four between the Board of Trustees of Mormugao Port Authority, a body corporate under Major Port Authority Act. 2021, (hereinafter referred to as the "Board" represented by _____ which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in office and assigns) on the ONE PART and M/s. _____, a company incorporated under the Companies Act,1965 and having its registered office at _____,

(hereinafter referred to as **Contractor** which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office) on the OTHER PART,

Whereas the Board of Trustees of the Mormugao Port Authority by deploying the Manpower at MPA Site vide Work Order No. _____ dated _____ and other documents enclosed at "Annexure ___" to "Annexure ___" hereinafter shall be deemed to form and be read and construed as part of this agreement.

Now this Agreement witnesseth as follows:

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

The Contractor hereby covenants with the Board of Trustees of Mormugao Port Authority to execute the 'Service' in conformity, in all respects with the provision of the agreement.

The Board of Trustees of Mormugao Port Authority hereby covenants to pay the contractor in consideration of such execution of the 'Service' the 'Contract price' at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereunto set their hands and seals the day and year first written.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

MORMUGAO PORT AUTHORITY

Authorised signatory

Authorised Signatory

Name:

Name:

Title:

Title:

In the presence of :

In the presence of :

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on stamp paper/s of Rs.500/-)

TENDER No. FA/IA/80-A/2024/ 00143

In consideration of the Board of Trustees of the Mormugao Port Authority (hereinafter called "The Board") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor(s)" for the work _____ (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (hereinafter referred to as the "Bank") hereby undertake to (indicate the name of the Bank) pay to the Board an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the Board.

2. We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees _____ only).

3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder, and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ (indicate the name of the Bank) further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-In-Charge, on behalf of the Board,

certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this Guarantee.

5. We _____(indicate the name of the bank) further agree with the Board that the Board shall have the fullest liberty without our consent, and without effecting 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 Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said Contractor(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.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s).We _____(indicate the name of the Bank) lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.

7. This Guarantee shall be valid up to _____unless extended on demand by the Board. 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 six months of the date of expiry or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the _____ day of _____

the Bank

Authorized Signatory for

(Indicate the Name of the Bank)

(Name of the Bidder Firm)

AFFIDAVIT

(NOTE: This affidavit should be on a non-judicial stamp paper of Rs. 10/- and shall be attested by Magistrate/ Sub-Judge/Notary Public)

I, (Name of the Authorised Representative of the Bidder/Bidder) son/daughter of resident of (full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information and documents furnished with the bid submitted online in response to Notice Inviting Online Tender no. FA/IA/80-A/2024/00143 dated 17.10.2024 for issued by Mormugao Port Authority for are true and correct.

2. I hereby certify that I have been authorised by (Bidder) to sign on its behalf, the bid mentioned in paragraph 1 above.

Deponent

Place:

Date:

DETAILS TO BE SUBMITTED BY THE BIDDERS FOR E.F.T. PAYMENT**A. VENDOR DETAILS**

1	Name of the Organization	
2	Address (in detail)	
3	Telephone No.	
4	E-mail ID	
5	PAN No.	
6	Tax Identification No. (TIN)	
7	GST Registration No.	
8	Employee Provident Fund (EPF) Registration No.	
9	Employee State Insurance Scheme (ESIS) Registration No.	

B. BANK DETAILS OF BIDDER

1	Bank Name	
2	Bank Branch Address (in detail)	
3	Bank Branch code	
4	Bank Account No.	
5	Bank Account Type	
6	Magnetic Ink Character Recognizer (MICR).	
7	IFSC Code.	

SIGNATURE OF BIDDER

MORMUGAO PORT AUTHORITY
ELECTRONIC PAYMENT SYSTEM MANDATE FORM

DETAILS FOR PROCESSING THE PAYMENT THROUGH RTGS		
1	Name of the Beneficiary	MORMUGAO PORT AUTHORITY
2	Address of the Beneficiary with PIN Code	Administrative Office Building, Headland Sada, Goa – 403804.
3	PAN Number	AAALM0293P
4	Name & Mobile Number of responsible person	Tulsidas Palyekar 9823694822 tulsidas.palyekar@mptgoa.gov.in
5	Name of the Bank & Branch	STATE BANK OF INDIA, Mormugao Harbour Branch
6	Bank Telephone Number	0832-2520212
7	Address of the Bank	STATE BANK OF INDIA, Mormugao Harbour, Goa-403803.
8	MICR Code of the Bank	403002024
9	IFSC Code No.	SBIN0002164
10	Type of Account and Branch Code	Current Account / Branch Code:- 002164
11	Account number of the Bank	10438017048
12	Beneficiary E-mail ID	cashmpt@mptgoa.gov.in

FINANCIAL ADVISER & CHIEF ACCOUNTS OFFICER

PROFORMA FOR GST DETAILS

Sr No	Particular	Mormugao Port Authority	Data Required
1	Customer Name as per GST Registration Certificate	Mormugao Port Authority	
2	Full Postal Address	Administrative Building, Headland Sada.	
3	City	Goa	
4	Pin code	403 804	
5	PAN	AAALM0293P	
6	Type of Person	Local Authority	Company/Firm/Individual/Trust/LLP/AOP
7	Resident/Non Resident as per Income Tax Act	Resident	
8	ARN No.	AA30617001663N	
9	Provisional ID	30AAALM0293P1ZY	
10	GST No.	30AAALM0293P1ZY	
11	PPOB (Principal Place of Business) or APOB (Additional Place of Business)	PPOB	
12	Reason for Non Registration (Turnover Limit / Non Taxable Supply / Other Reason)	NA (Registered Under GST)	
13	Type of Customer (Manufacturer/Trader/Importer/Depot/Service Provider/Works Contractor/Principal/Consumer)	Service Provider	
14	Whether Falling under SEZ unit or Developer? (Yes or No)	No.	
15	Whether B2B or B2c (B= Business & C= Customer)	B2B	
16	Whether Opted for Composition Levy	No.	

	Scheme? (Yes or No)		
17	Whether falling under casual taxable person as per Section 2(20) of CGST Act,2017 (yes or No)	No.	
18	Whether falling under Non Resident taxable person as per section 2(77) of CGST Act, 2017 ? (Yes or No)	No.	
19	Central Excise Registration No.	--	
20	Service Tax Registration No.	AAALM0293PST001	
21	VAT - TIN	30181201096	
22	CST - TIN	V/CST/1683	
23	IEC	1706000073	
24	GST Registration No.	30AAALM0293P1ZY	

I. Mr./Mrs. _____(Proprietor/Partner/Director) of M/s _____do certify that the information given above is complete and correct.

Place : _____

Date :

Signature

(Name: _____)