



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6178801
Dated/दिनांक : 28-04-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-05-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	19-05-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Commerce And Industry
Department Name/विभाग का नाम	Department Of Commerce
Organisation Name/संगठन का नाम	Export Inspection Council Of India (eic)
Office Name/कार्यालय का नाम	Export Inspection Agency - Kochi
क्रेता ईमेल/Buyer Email	eia-kochi1@eicindia.gov.in
Item Category/मद केटेगरी	Financial Audit Services - Review of Financial Statements, Financial Audit Services - Review of Financial Statements, 1 Finalization of Accounts of EIA-Kochi for FY 2024 25; CA Firm, CAG Empaneled Audit or CA Firm
Contract Period/अनुबंध अवधि	3 Month(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण

Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

JOINT DIRECTOR

Export Inspection Agency - Kochi, Department of Commerce, Export Inspection Council of India (EIC), Ministry of Commerce and Industry

(Export Inspection Agency - Kochi)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

INTERNAL AUDIT 2024 25 FINANCIAL BID DOCUMENT - [1745837978.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Number of Years of firm/company's existence as per ICAI certificate:ONE

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:THREE

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:ONE

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:ONE FULL TIME CHARTERED ACCOUNTANT AND ONE PROFESSIONAL AUDIT STAFF

Number of XX fulltime CA's required and YY professional audit staff:ONE

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1745838056.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
07-05-2025 11:00:00	VIRTUALLY. PRE-BID MEETING LINK : https://meet.google.com/gon-sutw-rxe

Financial Audit Services - Review Of Financial Statements, Financial Audit Services - Review Of Financial Statements, 1 Finalization Of Accounts Of EIA-Kochi For FY 2024 25; CA Firm, CAG Empaneled Audit Or CA Firm (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Scope of Work	Review of Financial Statements , Financial Audit Services - Review of Financial Statements, 1 Finalization of Accounts of EIA-Kochi for FY 2024 25
Type of Financial Audit Partner	CA Firm , CAG Empaneled Audit or CA Firm
Type of Financial Audit	Statutory Audit
Category of Work under Financial Audit	Audit of financial statements , Financial Audit Services - Review of Financial Statements, 1 Finalization of Accounts of EIA-Kochi for FY 2024 25
Type of Industries/Functions	Financial Audit Services - Review of Financial Statements, 1 Finalization of Accounts of EIA-Kochi for FY 2024 25
Frequency of Progress Report	Fortnightly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Fortnightly
State	NA
District	NA
Addon(s)/एडऑन	
Post Financial Audit Support	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Srinivas Tangirala	682036,27/1767 A, Shipyard Quarters Road, Panampilly Nagar (South) KOCHI GSTIN: 32AAAGE0054K1ZW	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

निर्यात निरीक्षण अभिकरण - कोच्ची

(वाणिज्य एवं उद्योग मंत्रालय, भारत सरकार)

27/1767 ए, शिपयार्ड क्वार्टर्स, रोड,

पनम्पिल्ली नगर (दक्षिण), कोच्ची - 682 036

दूरभाष : 0484-2316945, 2316946, 2316949, 2316947 (सी)

वेब : www.eicindia.gov.in

ई-मेल : eia-kochi@eicindia.gov.in



निनिअ-कोच्ची
EIA-KOCHI

EXPORT INSPECTION AGENCY - KOCHI

(Ministry of Commerce & Industry, Govt. of India)

27/1767 A, Shipyard Quarters Road,

Panampilly Nagar (South), Kochi - 682 036

Telephone : 0484-2316945, 2316946, 2316949, 2316947 (D)

Web : www.eicindia.gov.in

E-mail : eia-kochi@eicindia.gov.in



No: [EIAKOC-12016/60/2022-ACCTS-HO-KOC](#)

Date: 28.04.2025

TENDER FOR ENGAGING CHARTERED ACCOUNTANT / COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT AND FINALISATION OF ANNUAL ACCOUNTS FOR THE FINANCIAL YEAR 2024-25

Tender No. 01 / 2025-26

This Tender Document Contains 40 Pages

Details of Contact person in Export Inspection Agency-Kochi regarding this tender:

Deputy Director (Non-Tech.),

Export Inspection Agency-Kochi

(Ministry of Commerce and Industry, Government of India)

27/1767 A, Shipyard Quarters Road, Panampilly Nagar (South), KOCHI – 682 036

E-mail: eia-kochi1@eicindia.gov.in

Phone: 0 4 8 4 – 2 3 1 6 9 4 5 / 4 6 / 4 9

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

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Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

SECTION I: BACKGROUND

A. GENERAL

1. Abbreviations and Definitions Used

1.1 The following abbreviations have been used in this document.

BDS	:	Bid Data Sheet
BG	:	Background
EIA	:	Export Inspection Agency
EIA –Kochi HO	:	Export Inspection Agency Kochi Head Office
EIC	:	Export inspection Council
ITBCC	:	Instructions to Bidders including Conditions of Contract

1.2 The following terms shall be interpreted as indicated below.

- i. "Contract" means the Contract Agreement entered into between the Export Inspection Agency – Kochi HO (EIA-Kochi HO in short) and the Service Provider together with Contract Documents. The Contract Agreement and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.
- ii. **The validity of the contract shall be from the date of signing the contract by the Service provider and will be in force for a period of ONE YEAR, subject to completion of Accounts Audit and Transactional Audit to be carried out by C&AG office.**
- iii. "Contract Documents" means the documents specified in ITBCC Clause 35.
- iv. "Contract Agreement" means the copy of Work Order duly signed and dated by the successful bidder on each page.
- v. "Contract Price" means the price or prices as specified in the Contract Agreement.
- vi. "Tender Documents" refers to the collection of documents issued by the Export Inspection Agency-Kochi HO (EIA-Kochi HO in short) to instruct and inform potential service providers of the processes for bidding, selection of the winning bid and issue of work order, as well as the Contractual Conditions governing the relationship between the EIA-Kochi HO and the Service Provider.
- vii. "Client" means Export Inspection Agency-Kochi Head Office (EIA-Kochi HO, in short), as specified in the BDS (Point No. 1).
- viii. Joint Director & Incharge refers to Joint Director & Incharge and Head of the Agency
- ix. Deputy Director refers to Deputy Director Incharge of Accounts and Administration.
- x. Designated officer/Staff refers to the Officer/staff nominated to associate with the Internal Audit firm and also makes correspondence with the Service Provider.
- xi. "Bidder" means the "Company/firm/Sole Person who wish to take up and Conduct Internal Audit and Finalization Of Annual Accounts for the Financial Year 2024-25", as per the terms and conditions of the contract and stipulated in this Tender Document and submit Technical and Financial Bids and wish to participate in the Tender/Bid.
- xii. "Service Provider" means who wish to take up and "Conduct Internal Audit and Finalisation of Annual Accounts for the Financial Year 2024-25", as per the terms and conditions of the contract and stipulated in this Tender Document and submit Technical and Financial Bids and wish to participate in the Tender/Bid.

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

- xiii. "Service" means for "to Conduct Internal Audit and Finalization of Annual Accounts for the Financial Year 2024-25", under the Contract.
- xiv. "Materials" means all documentation in printed or printable form and all instructional and informational aides in any form and on any medium, provided to the Client under the Contract, for providing Service.
- xv. "Intellectual Property Rights" means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- xvi. "Day" means calendar day of the Gregorian calendar.
- xvii. "Week" means seven (7) consecutive Days, beginning Monday as is customary in India.
- xviii. "Force Majeure" means any event beyond the reasonable control of the Client or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:
 - a. War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
 - b. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
 - c. confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
 - d. strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
 - e. earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

2. **Organizational Background: Background and Activities and Services:**

- i. The Export Inspection Agency (EIA) is a statutory organization established by the by the Ministry of Commerce and Industry, Government of India under Section (7) of the Export (Inspection & Quality Control) Act, 1963 (22 of 1963). EIAs are operating under the technical and administrative control of the Export Inspection Council (EIC), and it provides quality control, pre – shipment inspection and laboratory testing services to the export trade through its regional head offices located at Kochi, Chennai, Delhi and Kolkata and their sub offices. Its activities are supported by well-equipped analytical laboratories. EIA-Kochi, under the administrative and technical control of Export Inspection Council, renders services in the areas of Certification of Quality of Export Commodities through Installation of Quality Assurance Systems (In Process Quality Control and Self Certification) in the exporting units as well as consignment wise inspections.
- ii. Export Inspection Agency-Kochi Head Office (EIA-Kochi HO in short) situated at 27/1767A, Shipyard Quarters Road, Panampilly Nagar (South), Kochi –682036, has a Laboratory, which is NABL accredited and conduct testing on various parameters, at the request of the Exporter or

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

- Importing Nation or as per the International/Government of India standards.
- iii. Certification of quality of food items for export through installation of Food Safety Management System in the Food Processing Units.
 - iv. Issues of Certification of Origin to Exporters under various Preferential Tariff schemes for export products.
 - v. Providing Laboratory Testing for the Food Samples under Notified Food Commodities for Pre-Exports, FSSAI Import Samples and domestic samples to ensure quality and safety.

3. Aims and Objectives of the exercise

- 3.1 In view of the activities mentioned above EIA-Kochi HO intends to invite sealed tenders under "TWO BID SYSTEM" for selection of an expert agency for the purpose of "**Conducting Internal Audit and Finalization of Annual Accounts for the Financial Year 2024-25**"
- 3.2 The aim of this exercise is to select and avail the Services of CA Firm to carry out internal audit and confirm the accounting standards are maintained accordingly. Besides this, it is also equally important to strengthen the internal control and also to comply with C&AG Observations, as mentioned in the Tender Document.

SECTION II: INSTRUCTIONS TO BIDDERS INCLUDING CONDITIONS OF CONTRACT (ITBCC)

1. Scope of Bid

- 1.1 Export Inspection Agency-Kochi Head Office (EIA-Kochi HO, in short) (referred to as "the Client" in this Tender Document) invites bids for selection of an expert agency for the purpose of **"Conducting Internal Audit and Finalization of Annual Accounts for the Financial Year 2024-25."**
- 1.2 **Preference will be given to the service providers who have their registered Head Office OR branch office in KERALA STATE.**
- 1.3 Also, please refer to Section III for Eligibility Criteria and other conditions.
- 1.4 Export Inspection Agency-Kochi Head Office (EIA-Kochi HO in short) situated at 27/1767A, Shipyard Quarters Road, Panampilly Nagar (South), Kochi –682036,

2. Fraud and Corruption

- 2.1 Bidders are expected to observe the highest standard of ethics during the execution of this Contract. In pursuit of this policy, the Client defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
 - (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 Client and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Client of the benefits of competition;
- 2.2 Will reject a proposal for award, if it determines that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract.

3. Cost of Bidding

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Client shall in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding.
- 3.2 3.2 The Tender Document containing BACKGROUND, INSTRUCTIONS TO BIDDERS, ELIGIBILITY CRITERIA, SCOPE OF WORK, MANPOWER REQUIREMENT, EDUCATIONAL QUALIFICATION, DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER AND STAFF DEPLOYED BY THE SERVICE PROVIDER, TERMS AND CONDITIONS OF THE CONTRACT; BID DATA SHEET FORMS can be downloaded duly logging into, on GeM portal.

4. Tender Document

- 4.1 The Tender Document is in two bid that is:
 - a. Part A- Technical Bid.
 - b. Part B- Financial Bid.
- 4.2 Tender should be submitted in two (2) parts, one comprising technical offer/tender and another financial offer/tender, to be uploaded through GeM portal.
 1. The Technical bid (Part A) should contain the following details as given below:
 - a. Brief profile of the Company/ Agency
 - b. Copy Certificate of Incorporation/Partnership deed
 - c. Copy of PAN/TIN, GST
 - d. Audited balance sheet for the last 3 financial year
 - e. Work orders to show that the contract value are of Rs 25 Lakhs /annum
 - f. Service tax registration Certificate

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- g. Satisfactory performance certificate from 3 major clients, during the preceding three years
- h. Contract copies to show 3 year experience along with Client certification
- 2. The Financial bid (Part B) shall be filled in through GeM portal, comprising total cost of man-power + Service Charges + GST (prescribe the % of GST); = GRAND TOTAL (in figures); GRAND TOTAL (in words)
- 4.3 **Prices quoted must be firm and shall be in Indian Currency (INR).**
 - (a) All the prices and GST, any taxes & duties etc. should be mentioned clearly in the financial quote in the prescribed format. The Prices must be stated under each head separately.
 - (b) No modification/deviation in the prescribed format of Financial Quote is allowed.
 - (c) DUTIES & TAXES/GSTIN: If any Duties and Taxes viz., GST, etc., as applicable. are to be paid extra the same may be specifically stated. In the absence of any such stipulation in the tender it will be presumed that the prices quoted by the Bidder is inclusive of all such charges and no liability for such payments will develop upon the Client. Forms C/D will not be provided. The Bidder should provide TIN, GSTIN, PAN of the firm along with the CST/WCT No. allotted by the concerned authorities in their quotations.
 - (d) The rates quoted shall be valid for a period of 60 (SIXTY) days from the date of opening of the Financial Offer/tender.

5. Contents of Tender Document

- 5.1 The contents of the Tender Document are listed below and shall be read in conjunction with any addenda issued in accordance with these documents:

Section I	BACKGROUND
Section II	INSTRUCTIONS TO BIDDERS INCLUDING CONDITIONS OF CONTRACT. (ITBCC, in short)
Section III	SCOPE OF WORK, MAN-POWER REQUIREMENT, EDUCATIONAL QUALIFICATION, DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER AND STAFF DEPLOYED BY THE SERVICE PROVIDER, TERMS AND CONDITIONS OF THE CONTRACT
Section IV	BID DATA SHEET
Section V	FORMS

- 6. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Tender Document. Failure to furnish all information required by the Tender Document or to submit a bid not substantially responsive to all aspects of Tender Document shall be at the Bidder's own risk and may result in the rejection of bid.
- 7. **Contract Period: The validity of the contract shall be from the date of signing the contract by the Service provider and will be in force for a period of ONE YEAR, subject to completion of Accounts Audit and Transactional Audit to be carried out by C&AG office.**
- 7.1 **The contract is extendable further for a period for One Year subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the period of contract. Export Inspection Agency - Kochi, however, reserves the right to terminate the contract at any time without assigning any reason thereof by serving one month notice.**

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8. The **agreement** between Export Inspection Agency-Kochi Head Office and the **Service Provider** does not confer right for continuation or extension of the contract on any account for indefinite time.

8.1 Further, there will be no employer-employee relationship between Export Inspection Agency – Kochi and the manpower deployed by the Service Provider for performing the work, shall carry on the business or occupation as independent Service Provider.

9. The manpower provided by the Service Provider shall have no claim for employment in the Export Inspection Agency- Kochi by virtue of their being employees of the Service Provider, as a part of the contract agreement.

10. The staff deployed by the Service Provider shall not have any right to claim any Benefit/ Compensation/ Absorption/ Regularization of service from this office under the Provisions of Industrial Dispute Act, 1974 or Contract Labour (Regulation & Abolition) Act 1970. An undertaking to that effect should be submitted to this office, by the Service provider.

11. Clarifications on Tender Document

11.1 The Client will respond to any written request for clarification or modification of the Tender Document that are received up to seven (7) days prior to the deadline for submission of bids prescribed by the Client. The prospective bidder shall raise/seek clarification through GeM Portal. The Client will respond in writing to such requests for clarification or modification of the Tender Document not later than three (3) days prior to the deadline for submission of bids.

11.2 In case of any clarification required relating to this tender, the prospective bidders may visit this office during office hours between 10.00AM and 05.30 PM on any working day. The clarifications can be sought from the following officers of EIA-Kochi: Deputy Director (Non-Tech.,) at the Client's address indicated in the BDS (Point No. 2) or can be contacted through Phone Number(s) 0484-2316945; 946; 949 email Id: **e i a – k o c h i 2 @ e i c i n d i a . g o v . i n**, at their convenience.

11.3 For this purpose, the prospective Bidder who seeks clarification of the Tender Document shall attend this office OR notice, notify the Client in writing

11.4 Written copies of the Client's response including the explanation of the query raised by the Bidders will be sent to all Bidders that have purchased the Tender Document. Further, it will be assumed that the Bidder has considered such clarifications / explanations while submitting the bid.

11.5 Clarification on the Scope of Work: The Bidder may visit and seek for more information/clarification in regards to the services intended to be provided before submitting their written request subject line mentioned as "Tender For Engaging Chartered Accountant / Cost Accountant Firm For Conducting Internal Audit and Finalization Of Annual Accounts for the Financial Year 2024-25 - Clarifications.

11.6 For the purpose of clarifications, **a pre-bid meeting will be held on 07.05.2025.** Prospective bidders who wish to seek clarification are advised to participate through Video call link: **<https://meet.google.com/gon-sutw-rxe>**

12. Amendment of Tender Document

12.1 At any time prior to the deadline for submission of bids, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder,

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- modify the Tender Document by way of amendment (s).
- 12.2 Amendments will be intimated in writing to all Bidders that have received the Tender Document and shall be binding on them. Further, it will be assumed that the Bidder has taken into account such amendments while submitting the bid.
13. **Language of Bid:**
- 13.1 The bid prepared by the Bidder and all correspondence and documents related to the tender exchanged by the Bidder and the Client shall be in English and the Contract shall be construed and interpreted in accordance with that language.
- 13.2 If any of the brochures, leaflets or communication is prepared in any language other than English; a translation of such document, correspondence, or communication shall also be provided at the cost and risk of the bidder. The translation so provided shall prevail in matters of interpretation. The bidder, with respect to such documents, correspondence, and communications, shall bear the costs and risks of such translation.
- 14 **Documents Comprising the Bid**
- 14.1 All bids must be substantially responsive and in line with industry's best practices. The bid submitted by the Bidder shall comprise the following:
- a. The Bid Form duly completed and signed by an authorized person or persons duly authorized to bind the Bidder to the Contract, as per format given in Form 1;
Interested firms may submit their financial quotation through GeM portal. The last date for submission of Technical and Financial Bids on GeM portal is **19.05.2025 at 16.00 hrs**
 - b. Bid security/Performance Security/Bank Guarantee furnished in accordance with ITBCC clause 18;
 - c. Documents establishing conformity of the Internal Audit Services in accordance with ITBCC clause 17;
 - d. Bidder's company related information, as per format given in Form 4;
 - e. Letter of authorization, as per format given in Form 6;
 - f. The Checklist (Form 7) duly completed;
 - g. Copy of Tender Document with each page signed and stamped to acknowledge acceptance of the same;
 - h. Any other information, which the Bidder wishes to provide.
15. **Bid Prices**
- 15.1 Price quoted by the Bidder shall be firm during the validity of the bid.
16. **Bid Currency**
- 16.1 Price shall be quoted in Indian Rupees (INR) only.
17. **Conformity of the Tender Document**
- 17.1 Pursuant to ITBCC clause 14, the Bidder shall furnish, as part of its bid, documents establishing the conformity of the Service that the Bidder proposes to provide under the Contract to the requirements of the Client, as given in Section III of the Tender Document.
- 17.2 The documentary evidence of conformity of the Service to the Tender Document may be in the form of written descriptions/ literature/ diagrams / certifications, as per the specifications including:
- a. Technical details of the providing Service;
 - b. A guarantee / undertaking from the Bidder/Service Provider to the effect that they agreed to
 - (i) Have read and understood the details contained in tender document clearly and also confirm that scope of work, duties and responsibilities, terms and conditions, detailed therein have

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been understood clearly and with no doubts.

(ii) To conduct and submit the Internal Audit for the FY 2024-25, by 31.07.2025 and finalization of accounts and making out financial statements FY 2024-25 before 31.08.2025.

(iii) The rates quoted in the Financial Bid is final and no upward revision shall be made/requested for. EIA-Kochi shall not entertain any increase in rates, during the contract period. The contract period will commence within five days from the awarding of the contract.

(iv) Abide by the Labour Laws, Social Statutory obligations, Payment of Duties and Taxes, State/Central Government Orders issued from time to time during the period of the contract.

(v) Abide by all other terms and conditions mentioned in the Tender Document.

18. Bid Security

(vi) In terms of Para 170 (i) of GFR 2017, Bidders are advised to furnish Bid Security for an amount of Rs.25000.00, in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.

(vii) The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

(viii) Bid securities of the unsuccessful bidders shall be returned to them at within 30 days after completion of first stage of technical evaluation.

(ix) Bidders are to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit performance security before the deadline defined in the request for bids document, they will be suspended for the period of 3 YEARS from being eligible to submit Bids for contracts with the entity that invited the Bids.

(x) Firms registered under Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department **are exempted** from submission of Earnest Money Deposit.

18.2 The Bid Security shall be forfeited, in case, if the successful bidder:

a. withdraws its bid after award of work contract, as per condition at 18.1 above, except as provided under ITBCC Clause 20.3 or

b. withdraws to perform the work awarded under the contract or

c. fails to accept the Client's corrections of arithmetic errors (if any) in the Bidder's bid, in accordance with ITBCC Clause 26.2.

d. fails to sign the Contract in accordance with ITBCC Clause 33.2; or

e. fails to furnish performance security in accordance with ITBCC Clause 34.

f. Commence the work as per the Contract (See the definition of the Contract)

19. Period of Validity of Bids

19.1 Bids shall remain valid for a period of 60 (SIXTY) days beyond the date of closing of the tender (the period specified in the BDS Point No.4),

20. Format and Signing of Bid:

20.1 The tender document may be downloaded from the GeM portal, neatly written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract;

20.2 All pages of the bid shall be numbered and except for un-amended printed literature, shall be

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- initialed by the person or persons signing the bid.
- 20.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.
- 21 **Uploading of Bids**
- 21.1 The bidder is advised to upload the technical bid and financial bid through GeM portal.
22. **Mode of Submission of Bids and Deadline for Submission of Bids**
- 22.1 Technical and Financial Bids must be uploaded by the bidder as per the timelines specified in the Bid Data Sheet not later than the closing time and date stated in the BDS (Point No.5).
- 22.2 In case this closing date happens to be a declared holiday for the office of the Client, Bids shall be received up to the time on the next working day.
- 22.3 The Client may, at its discretion, extend this deadline for submission of bids in which case all rights of the Client and all obligations of the Bidders will thereafter be subject to the deadline as extended.
- 22.4 The Bidder shall ensure that the tender submitted through Post/Courier shall not be accepted.
- 22.5 Bids received by mail/Cable / Facsimile or Fax /conditional Bids will be rejected. The bids shall exactly be according to the prescribed formats. Modifications/Rewording of formats shall not be acceptable.
- 22.6 Tender/Bids received in this office without following the terms and conditions mentioned in the Tender Document shall be summarily rejected.
- 22.7 **The last date for submission of Bids through GeM Portal is 19.05.2025 Time 16.00hrs**
- 23 **Late Bids**
- 23.1 Any bid received by the Client received after the specified date and time due to any reasons, will not be considered prescribed in the BDS (Point No.5) for ITBCC Clause 22.
- 23.2 Late receipts of bids/tenders after the due date and time, for any reason, shall not be entertained.
- 24 **Withdrawal of Bids**
- 24.1 No Bid may be modified subsequent to the deadline for submission of Bids.
- 24.2 No bid can be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITBCC Clause 19.
- 24.3 Withdrawal of a bid during this interval shall be dealt in pursuance to the condition mentioned at ITBCC Clause 18, accordingly.
25. **Opening of Bids by the Client:**
- 25.1 The tender will be a two bid system, Technical and Financial. The Technical bid will be opened **on 11.00hrs**. Bidders whose Technical Bids are found qualified, their respective Financial Bids will be considered for evaluation and determination of L1.
- 25.2 In the event of the above date being declared as holiday, the last date of submission /opening of the bid shall be on the next working day.
26. **Preliminary Examination of Bids**
- 26.1 The Client will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 26.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in

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words shall prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security/Performance Security/Bank Guarantee shall be forfeited.

- 26.3 The Bid Security, Performance Security/Bank Guarantee shall be forfeited, in case, if the Bidder OR successful bidder:
- (i) withdraws its bid after award of work contract to the successful bidder, as mentioned under ITBCC Clause 18 and 24

OR

- (ii) fails to accept the Client's corrections of arithmetic errors (if any) in the Bidder's bid, in accordance with ITBCC Clause 26.2.
- 26.4 The Client may waive any minor non-conformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 26.5 Prior to the detailed evaluation, the Client will determine whether each bid is complete, and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Tender Document without material deviations, exceptions, objections, conditionality or reservations. A material deviation, exception, objection, conditionality, or reservation is:
- (a) one that limits in any substantial way the scope, quality, or Service; or
 - (b) one that limits, in any substantial way that is inconsistent with the Tender Document, the Client's rights or the successful Bidder's obligations under the Contract; and
 - (c) one that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

- 26.6 If a bid is not substantially responsive, it shall be rejected by the Client and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Client's determination of bid responsiveness will be based on the contents of the bid itself and any written clarifications submitted by the Bidder in accordance with ITBCC Clause 25.

27. Clarification of Bids

- 27.1 During the bid evaluation, the Client may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

28. Evaluation of Responsive Bids

- 28.1 The Client will evaluate the bids that have been determined to be substantially responsive, pursuant to ITBCC Clause 25.

29. Contacting the Client

- 29.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Client on any matter related to the bid, it shall be done so in writing.
- 29.2 If a Bidder tries to directly influence the Client or otherwise interfere in the bid evaluation process and the Contract award decision, its bid shall be rejected.

30. Client's Right to Accept / Reject / Modify Bids

- 30.1 The Client reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.
- 30.2 The Client reserves the right to negotiate with the Bidder having the Lowest Evaluated Bid, both in terms of the price and in terms of the technical configuration proposed by the Bidder.

31. Award of Work Order

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- 31.1 Prior to the expiration of the period of bid validity, the Client will issue the Work Order to the successful Bidder in writing.
- 31.2 The Work Order will constitute the foundation of the Contract.
- 31.3 The contract period will commence within five days from the awarding of the contract.
- 31.4 Upon the successful Bidder's furnishing of the copy of the Work Order duly signed on each page and the performance security pursuant to ITBCC Clause 34, for engaging the Service Provider, contract period commences and not later than 5 days from awarding of the work order.
32. **Award Criteria**
- 32.1 Pursuant to ITBCC Clauses 28 and 31, the Client will award the Contract to the Bidder whose bid has been determined to be substantially responsive and the Lowest Evaluated Bid.
33. **Contract Agreement**
- 33.1 Not more than fifteen (15) days following receipt of the Work Order, the successful Bidder shall sign and date its copy on each page and return it to the Client, along with the Performance Security, pursuant to ITBCC Clause 32.
- 33.2 Copy of Work Order duly signed and dated by the successful Bidder on each page shall constitute the Contract Agreement. The contract period will commence within five days from the awarding of the work order.
34. **Performance Security**
- 34.1 **The validity of the contract shall be from the date of signing the contract by the Service provider and will be in force for a period of ONE YEAR, subject to completion of Accounts Audit and Transactional Audit to be carried out by C&AG office.**
In view of the point at 34.1 above, the service provider shall furnish the performance security in the amount specified in the BDS (Point No.7), within fifteen (15) days following the receipt of notification of award from the Client.
- 34.2 The Performance security will remain valid for a period of 14 months from the date of signing the contract.
- 34.3 The security shall be in one of the following forms:
- (a) A performance bank guarantee (in the format as provided in Form 3 of the bidding documents) issued by an Indian Scheduled bank acceptable to the Client in favour of Export Inspection Agency – Kochi as the case may be.
- (OR)**
- (b) **A Demand Draft / Bankers Cheque drawn** in favour of **Export Inspection Agency – Kochi as the case may be.**
- 34.4 The security shall automatically become null and void once all the obligations of the Service Provider under the Contract have been fulfilled, including, but not limited to, any obligations due to the conditions mentioned under the ITBCC clause No.45 during the Contract period and any extensions to the period. The security shall be returned to the Service Provider after fulfillments of terms & conditions and other obligations, if any to be attended to by the Service Provider.
- 34.5 Failure of the successful Bidder to comply with the requirements of Terms and Conditions of the contract, shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security/Bank Guarantee, in which event the Client may make the award to the next lowest evaluated bid submitted by a qualified Bidder or call for new bids.
35. **Contract Documents**
- 35.1 Subject to Clause ITBCC 34 all documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The

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Contract shall be read.

35.2 The order of precedence of the Contract documents will be as follows:

- a. Contract Agreement
- b. Service Provider's Bid
- c. Tender Document

36. **Amendment to Contract**

36.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party to the Contract.

37. **Service Provider's Responsibilities**

37.1 Unless otherwise expressly limited in the ITBCC or in the Tender Document on the whole & Scope of Work detailed in the Section III of Tender Document, the Service Provider obligations involves and includes

- Duties and Responsibilities to be performed by their staff,
- Duties and Responsibilities to be performed by the Service Provider,
- To look after the safety and security of the Office premises
- Maintenance of Discipline, Dress Code and
- Maintenance of Records & Registers and other relevant and related registers/books for verification to be conducted by the authorized personnel of both the parties.

37.2 The Service Provider shall, unless specifically excluded in the Contract, perform all such work and / or services and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for as if such work and / or Materials were expressly mentioned in the Contract.

37.3 The Service Provider shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws besides Labour Laws, social statutes that affect the performance of the Contract and are binding upon the Service Provider. The Service Provider shall indemnify and hold harmless the Client from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Service Provider.

38. **Time for Commencement of Service**

38.1 The Service Provider shall commence to provide the service soon after receiving the Award of Contract and complying with the conditions mentioned at ITBCC Clause No 31 to 34 above, immediately.

39. **Terms of Payment**

39.1 The payments shall be released by the Client in the Indian Currency, through crossed account payee cheque or through bank transfer only.

39.2 The bill shall be accompanied with supportive documents viz., such as acquaintance roll, compulsorily together with Internal Audit Reports.

39.3 Invoices shall be generated and sent to Export Inspection Agency – Kochi for processing payment, along with the request.

39.4 Accounts Section shall verify the bill along with its enclosures and then process for payment, if found in order.

39.5 Payment shall be made after verification of the claim, after fulfillment of terms and conditions mentioned in the Section III of the Tender Document

39.6 **NO ADVANCE PAYMENT shall be made during the currency of contract period**

40. **Taxes and Duties**

40.1 As per extant Rules in vogue and unless specifically mentioned in the Bid and provided in the

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Contract, the Service Provider shall bear and pay all taxes (GSTIN), duties, levies, and charges assessed on the Service Provider by State/National government authorities, in connection with the Goods and Services supplied under the Contract.

41. Penalties

41.1 Time is the essence of the contract. The Service Provider guarantees that it shall provide uninterrupted services as per the Contract.

41.2 If the Service provider fails to provide the service as per the ITBCC clauses OR fails to adhere to the Scope of work OR fails to perform Duties and responsibilities, during the contract period, an amount equal to 1% of the contract price (excluding Taxes) shall be levied per week. rate specified in the BDS (Point No. 8) as a percentage of the Contract Price.

41.3 However, the Client reserves the right to terminate the contract if the Service Provider defaults to observe the conditions on any of the time limits by more than four (4) weeks.

42. Defect Liability

42.1 The Service Provider warrants that during the Contract Period, the services provided shall be uninterrupted and free from negligence, misconduct, misbehavior, indiscipline, absenteeism of the personnel deployed at the office premises and also give no room for complaints, loss, theft, pilferage, defects, damage caused by them, if any to Export Inspection Agency-Kochi Head Office Premises.

42.2 If during the Contract Period any defect, as described in ITBCC Clause 42.1, should be found in the Service, the Service Provider shall promptly, at its sole cost, repair, replace or otherwise make good such defect as well as any damage to the Office Premises caused by such defect. Any defective service, shall be attended to immediately.

43. Intellectual Property Rights Warranty and Indemnity

43.1 The Service Provider hereby represents and warrants that the service rendered, records, documents, certificates, Manuals and other documents provided to the Client are in accordance with the Contract does not and will not infringe any Intellectual Property Rights held by any third party.

43.2 The Service Provider shall indemnify and hold harmless the Client from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Client may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights in accordance with ITBCC Clause 43.1.

43.3 **"Force Majeure"** means any event beyond the reasonable control of the Client or of the Service Provider, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;
- (e) Lock-down

- (f) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, Tsunami, Typhoon or Cyclone, Hurricane, Storm, Lightning, or other inclement weather condition, Nuclear and Pressure waves, or other natural or physical disaster

44. Effect of Force Majeure

- 44.1 If the Service Provider is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall be notified the Client in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fifteen (15) days after the occurrence of such event.
- 44.2 The Service Provider, when affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract, but without prejudice to Client's right to terminate the Contract under ITBCC Clause 42 & 47.
- 44.3 Delay or non-performance by the Service Provider caused before/by the occurrence of any event of Force Majeure shall:
- 44.4 Constitute a default or breach of the Contract, (subject to ITBCC Clauses 43.3 and 44 above) give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance;
- 44.5 If, and to the extent that, such delay or non-performance is caused before/by the occurrence of an event of Force Majeure.
- 44.6 If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than thirty (30) days or an aggregate period of more than sixty (60) days on account of one or more events of Force Majeure, the Client shall have the right to terminate the Contract by giving a notice to the Service Provider.

45. Extension of Time Limits for providing Un-interrupted Service

- 45.1 The Service Provider shall commence to provide un-interrupted Services after award of the contract by the client. The time limit shall be extended if the Service is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following
 - a. Any occurrence of Force Majeure as provided in ITBCC Clause 43.3 (Force Majeure);
 - b. Any other matter specifically mentioned in the Contract;
- 45.2 by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Service Provider.

46. Assignment

- 46.1 The Service Provider shall not, without the express prior written consent of the Client, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

47. Termination of Contract:

- 47.1 On termination of the agreement the Service Provider will hand over all the equipment's/articles/data (Soft & Hard copies) as supplied by the EIA-KOCHI HO in good & working condition back to EIA-KOCHI HO.
- 47.2 The contract can be terminated by either side at any time after mutually giving a notice of ONE MONTH.
- 47.3 The contract may be terminated at any time if the services are not of required standard and quality according to the satisfaction of Export Inspection Agency- Kochi or if the Service Provider

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commit a breach of any of the terms & conditions of this Agreement.

- 47.4 In the event of any breach or deviation from any of the terms & conditions specified herein, the Performance Security/Bank Guarantee of the Service Provider will be forfeited. The decision of the Joint Director & I/c, Export Inspection Agency- Kochi regarding the standard and quality of the work shall be final and binding on the Service Provider.
- 47.5 If assigned number of people remains absent for more than two consecutive days and no suitable replacement is provided by the contractor, then the Joint Director & I/c, Export Inspection Agency- Kochi can terminate the contract.
- 47.6 Notwithstanding anything contained in this tender, the Joint Director I/c, EIA-Kochi (HO) shall have the right to terminate the contract at any time by giving thirty days written notice of termination to the contractor without assigning any reason.
48. **INDEMNITY CLAUSE:**
- 48.1 The Service Provider agrees to protect, defend, indemnify & hold the Export Inspection Agency-Kochi HO harmless from and against all claims, demands & causes of action, liabilities, expenses, costs, liens, Rights in Rem, & judgments of every kind and character without limit which may rise in favour of the Service Provider's employees, agents, subordinates or their employees on account of bodily injury or death or damage or damage to personal property as a result of the operation contemplated hereby, regardless of whether the said claim(s), demands or cause(s) of action arise out of the negligence or otherwise in whole or in part, or other fault, including pre-existing conditions of the Export Inspection Agency- Kochi Head office, its employees, outsource working in Export Inspection Agency-Kochi, Head Office.
49. **Governing Law**
- 49.1 The Contract shall be governed by and interpreted in accordance with the laws of India.
50. **Settlement of Disputes**
- 50.1 Dispute, if any, arising out of the service contract shall be settled by mutual discussion between the parties within 30 days from the date of receipt of the notice of negotiation and amicable settlement by either party.
51. **Arbitration:**
- 51.1 In all cases of disputes emanating from and in reference to this agreement contract and all Questions, dispute for difference of any kind what so ever arising out of or relating to this Agreement contract the matter/dispute shall be referred to the arbitration, person nominated by the Joint Director, Export Inspection Agency – Kochi to act as sole arbitrator.
- 51.2 The arbitrator shall be under the arbitrator and conciliation act of 1996 and the rules there under. The arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award. No person other than the above or his nominee can act as arbitrator. The venue of arbitrator shall be at Kochi or the place decided by the arbitrator. The award of the arbitrator shall be final and binding on both the parties.

SECTION III: ELIGIBILITY CRITERIA, SCOPE OF WORK, MANPOWER REQUIREMENT, EDUCATIONAL QUALIFICATION, DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER & TERMS AND CONDITIONS OF THE CONTRACT

NOTE:

The Bidders are requested to go through the following terms and conditions before submitting their tender documents:

1. Eligibility Criteria:

- 1.1 The bidder/CA firm/CMA firm should be a ICAI/CMA registered practicing Chartered Accountant/Cost Accountant for at least preceding 3 years.**
- 1.2 Desirable eligibility conditions: The Bidder/CA firm/CMA firm is advised to mention the C&AG empanelment Number and its validity, if registered with C&AG.**
- 1.3 The bidder should have their registered offices or Branch Offices, in Kerala, state, mandatorily.**
- 1.4 Since the Internal Audit is time-bound activity and EIA-Kochi requires constant follow-ups with the Internal Auditor, for the purpose of system improvement and compliance of Audit observations, in this regards, preference will be given to the service providers who have their registered office or branch office at KERALA STATE ONLY.**
- 1.5 The average turnover of the preceding 3 years i.e., 2021-22, 2022-23 & 2023-24 respectively, should be Rs.25.00 Lakhs or more.
- 1.6 Partnerships / Sole Proprietorship, should have had provided services for at least preceding three consecutive years and have receipts (turnover). Documentary proof and Experience certificates in original/copy given by Organization/Undertakings of which should be enclosed.
- 1.7 The bidder should have at least THREE years' experience of providing Internal Audit services in any State/Central Government Offices/Autonomous Bodies or similar large Industrial/Commercial establishments.
- 1.8 The bidder should not have been blacklisted by any Government organization or Public Sector undertaking at any time.
- 1.9 Joint ventures will not be permitted to participate in this tender.
- 1.10 The Bidders carrying out the obligations of Internal Audit Services **assigned under Sub-Contract/Sub-Company etc., are not eligible to participate in this tender.**

2. SCOPE OF WORK

Sl.No.	Scope of Work
1.	Income Verification of all heads of revenue along with all the supporting Documents
2.	Procurement (pre award and execution) : (a) Contracts of value up to Rs.5 lakhs (b) Contracts of value between Rs.5 lakhs to Rs.10 lakhs (c) Contracts of value above Rs. 10 lakhs (d) Verification of contract/PO awarded on nomination basis and single tender basis valuing Rs.1.0 lakh and above. Ensure that the guidelines as per procurement manual are duly complied with It will also include checking of performance bond/guarantee for validity and safe custody, insurance and risk management procedure

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3.	Party / Contractors' bills :
	Checking of running account bills with respect to quantity and quality of work, certification of work, adjustment of advances, application of penalty clause etc. as per the terms of contract.
	Party Bills related to suppliers/service providers
4.	Payroll: Verify whether a) Salaries, wages and other deductions are authorized and recorded on a timely basis and payroll deductions are determined in accordance with legal requirements and are paid to Government and other specified parties as per specified timelines; (b) All authorized employee benefit plans and related costs are appropriately controlled and administered. (c) PAO claims are properly administered.
5.	Bank reconciliations: Verification of BRS of all the bank accounts including outstanding entries in the previous BRS.
6.	Receivables: Periodical age wise/unit wise analysis of all receivables with respect to pricing, tenure of credit and collection.
7.	Accounts : Vouching of all vouchers (cash, bank, JVs) of all Bank Accounts
8.	Guest House: (a) To check the level of utilization i.e. occupation of rooms by guests ; (b) Receipt of revenue (c) Purchase of consumables; (d) Purchase and use of assets (e) Repairs and maintenance of assts.
9.	Inventories: Periodical Physical verification of inventories. (b) Reporting the variances as per physical verification and as per books of account; (c) Valuation in accordance with the applicable accounting policies prescribed by ICAI (d) Identification of slow moving and excess inventories and its periodical reporting to management with suggesting measures.
10.	Fixed Assets: (a) Conduct of the Physical verification of fixed assets in accordance with the applicable Accounting policies. (b) Reporting the variances as per physical verification and as per Books of Account. (c) Check whether proper records are maintained including Fixed Assets Register and Depreciation is properly calculated and accounted for in accordance with the applicable Accounting policies.
11.	Provisions: To ensure that all the known liabilities have been provided after duly authorization including retirement benefits and claims in respect of employees. To ensure actuarial valuation as per applicable accounting standards.
12.	Payables: Periodical age-wise/ party wise analysis of all payables in respect to creditors- Domestic, Imports Capital Projects-EMD, Security Deposit etc.
13.	Duties and Taxes : Verification of Income Tax, GST Payable, GST - Input Credit, GSTR 2B; GSTR3B GSTR Annual Returns Filing etc.,
14.	Investments: (a) Periodic physical verification of investment and deposits; (b) To ensure that the booking of income on investments and deposits as per the terms of Investment made
15.	Human Resource & Establishment: (a) Leave records; (b) Payment of all types of advances to the employees; (c) Review of sub ledgers and recovery of advances; (d) LTC records; (e) Pay fixation; (f) Training & development; (g) other Establishment matters
16.	Compliance to DPE guidelines : To go through and ensure that Ministry of Finance, Department of Expenditure and GFR 2017 guidelines are followed scrupulously and complied with accordingly and point out any variation /deviation.
17.	Internal Financial Control: i. Perform a diagnostic review of existing internal financial control system from the management's perspective and to identify deficiencies, if any. Provide

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	<p>recommendations to mitigate such deficiencies.</p> <p>ii. Identifying significant accounts and mapping with business processes and sub-processes for identification of financial reporting risks (materiality, quantitative & qualitative judgment), Recommend on documentation guidelines and Advice on updating the IFC Framework.</p> <p>iii. Provide recommendations on ways that EIA-Kochi may address to control and strengthen Internal Control.</p> <p>iv. Review of risk and control matrices including documentation of controls i.e., entity level controls, pervasive IT controls and process level controls.</p> <p>v. Any other activities/studies/reports if necessary, in connection with development of Internal Financial Control Framework not covered above.</p>
18.	<p>(a) Statutory Compliances:</p> <p>(b) To ensure compliance of all the applicable statutes and laws governing the organization that all the taxes and statutory dues</p> <p>(c) are deposited in time and the required reports and returns have been filed periodically on time.</p> <p>(d) Internal Audit will be conducted in accordance with Generally Accepted Accounting Principles (GAAP) and Indian Accounting Standards (IAS) and audit will ensure that the accounts are maintained as per prescribed formats, correctly and that rules, regulations and orders / directions issued by the Competent Authorities from time to time.</p> <p>(e) Ensuring the provisions to be made in line with the prevailing guidelines of C&AG, ICAI etc.</p> <p>(f) Ensure the compliances of audit observations related to presentation of Annual Accounts which are accepted by the management for compliance.</p> <p>(g) Ensure the preparation of annual accounts of EIC & EIAs in the prescribed format issued by the C&AG Office for Autonomous Bodies.</p> <p>(h) Finalization of Books of Accounts of Export Inspection Agency-Kochi for the financial year 2024-25.</p>
19.	Adjustment of advance given in respect to work orders and their adjustment with work done and adjustment of advances (CPWD).
20.	Report on the inter unit reconciliation to be done monthly.
21.	Other areas which EIA-Kochi Management may consider necessary in the course of working of the Sub-Offices.

Note: The firm undertaking internal audit has to exercise their discretion and apply their mind & rely on their judgment so as to ensure that all essential and significant areas of checking have been covered by them and no important area of checking has been left out.

3. MAN-POWER REQUIREMENT:

Name of the place to carry out Internal Audit	Minimum man day requirement		
	Partners	Qualified Assistants	Semi Qualified Assistants
Internal Audit of EIA-Kochi Head Office and its Sub-Offices shall be carried out at KOCHI Head Office, Panampilly Nagar, Kochi - 682036	1 per quarter	2 per quarter	2 per quarter

3.1 The activities related to Internal Audit of EIA-Kochi HO and its 3 sub-offices shall be carried out at the office of Export Inspection Agency-Kochi, situated at No.27/1767 A, Shipyard Quarters Road, Panampilly Nagar (South), Kochi –

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682036, Kerala.

- 3.2 All the records, documents, Notes, Information, data sheets etc., pertaining to Head Office and its sub-offices shall be provided as per request made by the Internal Auditor, issued from time to time. Officers and staff at Head Office and also Officers Incharge of sub-offices viz., Kollam, Bangalore and Mangalore shall extend the support to the Internal Audit team, till the end.
- 3.3 For better monitoring of audit assignment, EIA-Kochi HO and its Sub-offices, shall maintain records of man power deployed for each phase by the Firm. A man day shall consist of minimum 8 hours each day and shortfall in working hours should be adjusted by making good the shortfall, by the firm. However, there will not be any additional payment for the manpower deployed in excess of the minimum man days.
- 3.4 A minimum 50% of documented attendance in the office is required for the internal auditor or staff of the internal auditor, in a quarter of the year.
- 3.5 The internal auditor shall submit quarterly audit report pointing out irregularities and short comings.

4. EDUCATIONAL QUALIFICATION:

The qualification criteria are as under: -

- 4.1 Bidders/firm should be citizens of India and possess CA/CMA as minimum qualification and have minimum 5 years of practicing experience in the field.**
- 4.2 Bidders/Firms should have conducted three Statutory/Internal audit in last 3 years of any organisation working on SAP ERP Platform.**
- 4.3 Bidder firm should not have suffered any financial loss for more than one year during the last three years.**
- 4.4 Audit firms should have their Head Office OR Branch Office at KERALA STATE compulsorily.**
- 4.5 Registration certificate of the firm issued by the Institute of Chartered Accountants of India and / or Institute of Cost Accountants of India, Information related to year of establishment of Head Office & Branch Office(s), addresses, details of partners and their membership nos. etc. as indicated in the Certificate will be treated as conclusive and final information for evaluation of tenders.
- 4.6 Membership certificates of the qualified assistants issued by the Institute of Chartered Accountants of India and / or Institute of Cost Accountants of India.
- 4.7 Copies of appointment letters for Statutory/Internal audit in organizations working on SAP ERP Platform.
- 4.8 Copy of PAN Card.; Copy of GST Registration; A cancelled cheque of the Bank to which Fee payments will be made.
- 4.9 A copy of complete tender document duly signed and sealed as a token of acceptance of all terms and conditions.

5. DUTIES AND RESPONSIBILITIES OF SERVICE PROVIDER

- 5.1 The validity of the contract shall be from the date of signing the contract by the Service provider and will be in force for a period of ONE YEAR, subject to completion of Accounts Audit and Transactional Audit to be carried out by C&AG office.**
- 5.2 The Service Provider shall carry out Internal Audit and Finalize the Annual Accounts for the Financial Year 2024-25 and submit the draft and final reports as per the timelines mentioned in Clause No.6 of this Section III.**
- 5.3 The Service Provider shall associate with EIA-Kochi, supports and submit the replies to the Audit observations, at the time Accounts Audit and Transactional Audits pertaining to the FY 2024-25, whenever conducted by C&AG Audit team, at a later date.**
- 5.4** The contract is extendable further for a period for One Year subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the period of contract. Export Inspection Agency -Kochi, however, reserves the right to terminate the contract at any time without assigning any reason thereof by serving one month notice.
- 5.5 In view of the ITBCC Clause No.34.1 under Section II above, the service provider shall furnish the performance security in the amount specified in the BDS (Point No.7), within fifteen (15) days following the receipt of notification of award from the Client.**
- 5.6** The Performance security will remain valid for a period of 14 months from the date of signing the contract.
- 5.7** To review and evaluate internal control systems and procedures to determine reliability and integrity of information and documents.
- 5.8** To ensure that EIA-Kochi maintains proper accounting records as required by law and follows prescribed accounting standards and practices and policies consistently.
- 5.9** To assess adequacy of systems and procedures for procurement, obtaining sanction for disbursement and utilization of resources.
- 5.10** To ensure compliance of statutory laws, rules and regulations.
- 5.11** To review corporate Governance practices.
- 5.12** Evaluation of performance management system with reference to yearly plan and budget.
- 5.13** To assess the adequacy of the internal financial control systems, to detect fraud or irregularities and procedures adopted for safeguarding the interest of EIA-Kochi.
- 5.14** To review Internal Financial control on financial reporting.
- 5.15** Fixed Asset Verification
- 5.16** Inventory Verification.
- 5.17** Submit reports of every suspicious action, to the Head of Export Inspection Agency-HO or its designated officer/staff.
- 5.18** Any other assignments that enrich the organization's internal controls
- 5.19** Any other works in addition to the above if required/directed by Joint Director shall be done without any extra charges in addition to the contract value.
- 5.20** Suggestions for System Improvements

6. TIMELINES

The internal audit shall be conducted and submit the Quarterly Report

SI No.	Particulars	Time Lines
1	Bid starting Date	28.04.2025
2	Pre-Bid Meeting and Time	07.05.2025 at 11.00hrs
3	Bid Closing Date	19.05.2025
4	Bid Opening Date	20.05.2025
	Completion of Technical Evaluation	23.05.2025
	End Date to circulate Notice to all bidders for clarification, purpose through GeM	27.05.2025
	2 nd round of re-valuation of Technical Bids, based on the clarifications submitted by the bidder	27.05.2025
	Opening of Financial Bids	28.05.2025
	Award of Contract	30.05.2025
	Due date for Submission of Performance Security / Bank Guarantee	On or before 13.06.2025
	Submission of I Quarterly Report of Internal Audit	16.06.2025
	Submission of II Quarterly Report of Internal Audit	30.06.2025
	Submission of III Quarterly Report of Internal Audit	14.07.2025
	Submission of IV Quarterly Report of Internal Audit and Submission of Final Report(consolidation of 4 quarters)	31.07.2025
	Finalization of Annual Accounts 24-25 (Draft copy)	14.08.2025
	Finalization of Annual Accounts 24-25 (Final copy)	20.08.2025

Note: Any delay beyond 15 days in furnishing of internal audit report consequently for two phases due to non-deployment of manpower or any other reason attributable to the audit firm within stipulated dates mentioned as above will render audit firm to disqualify for future assignment and their nomination will not be considered for subsequent years.

7. SUB-CONTRACTING:

- 7.1 The Service Provider shall under no circumstances sub-contract or assign this contract to another Service Provider /part, except with the express and prior written permission from the Competent Authority of EIA-Kochi.
- 7.2 Notwithstanding to the above, EIA-Kochi reserves the right to enhance the scope of work purely in the interest of the organization, that shall be binding on both the parties i.e., EIA-Kochi and the Service Provider.

8. EMPLOYMENT STATUS:

- 8.1 In terms of ITBCC clause No.8.1, there will be no employer-employee relationship between Export Inspection Agency – Kochi and the manpower deployed by the Service Provider for performing the work, shall carry on the business or occupation as independent Service Provider.

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- 8.2 The manpower provided by the Service Provider shall have no claim for employment in the Export Inspection Agency- Kochi by virtue of their being employees of the Service Provider, as a part of the contract agreement.
- 8.3 The outsourced employee should not claim any Benefit/ Compensation/ Absorption/ Regularization of service from this office under the Provisions of Industrial Dispute Act, 1974 or Contract Labour (Regulation & Abolition) Act 1970. An undertaking to that effect from the outsourced employee shall be obtained and submitted to this office, by the Service provider.

9. SUPPORT TO BE EXTENDED BY THE CLIENT

- 9.1 On receipt upon the written request of the Service Provider, the Client shall provide all the documents/records/data/information etc., in the form of soft and hard copies, and extend support to carry out the internal audit and finalization of Annual Accounts for the FY 2024-25.
- 8.1 The Service Provider shall maintain all the documents/records/data/information etc., in good and usable working condition, in the place provided for it. The Service Provider, on completion of the service, shall return the all the documents/ records/ data/ information etc., safely to the Client.

9 PAYMENTS:

- 9.1 The Service Provider shall be solely responsible towards payment of salary / wages and service conditions and terms extended by the Service Provider to their employees
- 9.2 The Service Provider shall strictly follow the guidelines/directions contained in the tender document and implement all of them strictly.
- 9.3 The Service Provider shall make any loss/damage caused or suffered by the Export Inspection Agency- Kochi on account of any contingency whatsoever, during the currency of contract, due to willful neglect or by direct complicity of the Service Provider or any of their employees / workmen.
- 9.4 Payment will be processed as per the rates quoted by the Service Provider, in their financial bid.
- 9.5 The Payment shall be made to the Service Provider, based on the certification made by the Designated Officer/Staff, of EIA-Kochi HO.
- 9.6 The total amount payable to the Service Provider for the Service, is applicable and remains constant during the contract period.
- 9.7 EIA-Kochi shall not entertain any increase in rates, during the contract period. The contract period will commence within five days from the awarding of the contract.
- 9.8 The bill shall contain the full address of the Service Provider, Telephone Number, GSTIN details, break-up of the amount claimed and total amount (both in figures and words). Any corrections/over-writing should be attested by the person/authority of the Service Provider. In case of any doubt, the amount indicated in words shall be considered for processing payment.
- 9.9 No other expenses like TA/ DA / Boarding / Lodging will be reimbursed by EIA-Kochi.**
- 9.10 The Service Provider shall submit their bill after completion of the Service. The same shall be verified and shall be paid after deducting statutory dues/fines/penalties etc., etc. within a reasonable time.
- 9.11 The bill shall contain the GSTIN of Export Inspection Agency- Kochi "32AAAGE0054K1ZW"**
- 9.12 No Advance Payment shall be made by the Client**

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10 TAXES AND DUTIES:

10.1 Income Tax/ TDS will be deducted from each bill as per Income Tax Rules.

10.2 GOODS AND SERVICE TAX: Goods and Service Tax will be applicable as per GST Act.

11. Penalties:

- (a) If the Service Provider fails to adhere to the Contract, conditions as mentioned in ITBCC Clause No.41.2 shall be invoked and necessary action initiated by the Client.
- (b) The Service Provider shall ensure that Staff deployed in the Office premises do not smoke or consume any intoxicating drinks or drugs or sleep while on duty or leave the office premises without permission or indulge in any act of sexual harassment of any woman at her place or quarrel/argue with the regular and outsource staff working in this office. Such person will have to be replaced immediately. In such instances EIA-Kochi HO reserves the right to cancel the contract or impose a penalty of Rs. 2000/- per such occurrence.
- (c) In case of any loss that might be caused to EIA-KOCHI HO due to lapse on the part of personnel of the Service Provider, discharging duties and responsibilities, the same will have to be borne by the Service Provider and in this connection, EIA-KOCHI HO shall have the right to deduct appropriate amount from the bill of Service Provider to make good such loss to EIA-KOCHI HO besides imposition of penalty.

SECTION IV: BID DATA SHEET

Point No.	Clause No.	Definition and Descriptions referred to in this Tender Document	
1	BG 1.2 (vi)	"Client" means	Export Inspection Agency-Kochi Head Office (EIA-Kochi HO, in short)
2	ITBCC 1.4	Client's address is	Export Inspection Agency –Kochi, 27/1767 A, Shipyard Quarters Road, Panampilly Nagar (South), KOCHI - 682036
3	ITBCC 18	Bid Security	Rs.25000.00 to be submitted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee including e-Bank Guarantee from any of the Commercial Banks or payment online, in favour of Export Inspection Agency-Kochi. Bidders have to submit the Bid Security Declaration along with Technical Bid also. Please read ITBCC Clause No.18
4	ITBCC 19	Period of Bid Validity	The Bids shall be valid for a period of SIXTY (60) days from the date of opening of financial bids. No hike in prices what so ever shall be entertained.
5	ITBCC 22.7	Last Date for submission of Bids	Date and Time of submission of bids: 19.05.2025 at 16.00hrs
6	ITBCC 25	Opening of Technical Bids	Date and Time of opening of bids: 20.05.2025 at 11.00 hrs
7	ITBCC 34	Amount of Performance Security	The Service Provider shall provide a performance security equal to 10% of the contract value within 15 days from the date of award of contract
8	ITBCC 41.2	Rate for Penalties	Rate for Penalties: The Service Provider shall pay the Client Penalties at the rate of 1.0% per week of the contract value.

Note:

- Price must be quoted in Indian Currency INR only.
- Work Order to the successful Bidder shall be issued by the EIA Kochi, Kochi
- The price quoted by the bidders shall remain unchanged / constant during the contract period. No Hike / extra charges shall be entrained at a later date.
- Invoices shall be generated and forwarded along with request to arranging payment to EIA-Kochi and payment shall be made by the Client as per the terms & conditions.

The bidder shall have experience of at least three years or more in the industry and 3 such services in Government/Public Sector/Autonomous bodies and have to produce credentials from the organizations, where such Services were rendered, previously/ are at present.

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SECTION V: Form 1

Bid Securing Declaration

(To be submitted by the Bidder/Service Provider on their firm's letter head)

I/We hereby accept that in the event of withdrawal of Bid OR modify the Technical Bid OR Financial Bid OR BOTH during the period of validity, OR if contract is awarded and I/We fail to sign the contract, OR to submit Performance Security OR Bank Guarantee before the deadline defined in the Tender Document, Export Inspection Agency – Kochi, the Client is at its will can take necessary action as mentioned under ITBCC Clause No._____, will be suspended for the period of _____ from being eligible to submit Bids for contracts with the entity that invited the Bids.

Dated this day of month, year.

Signed:

In the capacity of [insert: title or position] Duly authorized to sign this bid for and on behalf of [insert: name of Bidder] and DATE

Date

**SECTION V: Form 2
Bid Form**

No.

Date:

To,

**The Joint Director
Export Inspection Agency –Kochi
27/1767 A, Shipyard Quarters Road,
Panampilly Nagar (South), KOCHI - 682036**

Sub : Tender For Engaging Chartered Accountant / Cost Accountant Firm For Conducting Internal Audit and Finalization Of Annual Accounts for the Financial Year 2024-25

Dear Sir(s),

Having examined the Tender Document, the receipt of which is hereby acknowledged, we, the undersigned, offer to provide Internal Audit Services at Export Inspection Agency – Kochi Head Office situated at 27/1767 A, Shipyard Quarters Road, Panampilly Nagar (South) Kochi – 682 036 in full conformity with the said Tender Document for the amount indicated in the Price Schedule attached herewith and made part of this bid.

We undertake, if our bid is accepted, to provide the Services at Export Inspection Agency – Kochi Head Office and to perform all other services within the respective time stated in the Tender Document.

If our bid is accepted, we undertake to provide performance security in the form, in the amounts, and within the times specified in the Tender Documents.

We agree to abide by this bid, which, in accordance with ITBCC Clause 14 (Documents comprising the bid) consists of this letter, the Price Schedule, the documents establishing conformity, company information (including that of our relevant partners) (Form 3) and Attachments 1 through [specify: the number of attachments] to this Bid Form, for a period of SIXTY (60) days from the date fixed for submission of bids as stipulated in the Tender Document, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your Work Order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of month, year.

Signed:

In the capacity of [insert: title or position] Duly authorized to sign this bid for and on behalf of [insert: name of Bidder] and DATE

Date

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

SECTION V: Form 3

**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK
(Refer Clause 34 of "Instructions to Bidders")**

1. This deed of Guarantee made this day of _____ between Bank of _____ (hereinafter called the "Bank") of the one part, and Export Inspection Agency – Kochi (hereinafter called "the Client") of the other part.
2. Whereas the Client has awarded the contract for engaging Chartered Accountant/Cost Accountant firm for conducting **Internal Audit And Finalisation Of Annual Accounts for the Financial Year 2024-25**, at Head Office situated at 27/1767A, Shipyard Quarters Road, Panampilly Nagar (South), Kochi –682036 (hereinafter called the contract) to M/s _____, (hereinafter called the Service Provider);
3. AND WHEREAS the Service Provider is bound by the said Contract to submit to the Client a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. Now, I / we the undersigned, being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Client the full amount of Rs. _____ (_____ Amount in figures and words) as stated above.
5. After the Service Provider has signed the afore mentioned Contract with the Client, the Bank is engaged to pay the Client, any amount up to and inclusive of the afore mentioned full amount upon written order from the Client to indemnify the Client for any liability of damage resulting from any defects or shortcomings of the Service Provider under the Contract mentioned above, whether these defects or shortcomings are actual or estimated. The Bank will deliver the money required by the Client immediately on demand without delay without reference to the Service Provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings of the Service Provider. The Bank shall pay to the Client any money so demanded notwithstanding any dispute/disputes raised by the Service Provider in any suit or proceedings pending before any Court relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. **This Guarantee is valid for a period of 14 months from the date of signing.** [initial period for which this Guarantee will be valid for SIXTY (60) days longer than the anticipated expiry date of the service contract period as stated in ITBCC Clause 7]
7. At any time during the period in which this Guarantee is still valid, if the Client agrees to grant a time extension to the Service Provider or if the Service Provider fails to execute the contract/the work during the contract period of ONE YEAR from the date of commencement of work as stated in the Contract, or fails to discharge himself of the liability or damages as stated under Para 5 above, the Bank shall extend this Guarantee under the same conditions for the required time on demand by the Client and at the cost of the Service Provider.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Service Provider.

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

9. The neglect or forbearance of the Client in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Client for the payment hereof shall in no way relieve the bank of its liability under this deed.
10. The expressions "the Client", "the Bank" and "the Service Provider" hereinbefore used shall include their respective successors and assigns.

In witness whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month & year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and delivered for and on behalf of the Bank by the above named, _____ in the presence of:

Witness

1

Signature

Name

Address

Witness

2

Signature

Name

Address

SECTION V: Form - 4
(TO BE PROVIDED ON COMPANY'S LETTER HEAD)

Sub: Tender for Engaging Chartered Accountant / Cost Accountant Firm for Conducting Internal Audit And Finalization Of Annual Accounts for the Financial Year 2024-25

PROFILE OF THE BIDDER
(To be furnished with the BID)

1	Company Profile	
a)	Name	
b)	Address of the registered office	
c)	Location of offices in Kerala & India	
d)	Sole Proprietor /Partnership /Company /any other, please specify	
e)	Name & Designation of the bidder	
f)	Contact numbers of the bidder	
g)	E-mail ID	
h)	Nature of Business	
2	Details	
a)	P A N	
b)	T A N	
c)	G S T I N	

Contd.....Page 2

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

**SECTION V: Form – 4
PROFILE OF THE BIDDER**

Page 2

3	Experience / Credentials	
a)	Please indicate the Number of offices where the services are provided/being provided by your organization in Kerala. Please attach the list of the Offices and their contact person and Phone Number in support to this condition – Current date to Preceding 3 years)	
b)	List of clients indicating quantum of work executed with them Testimonials from satisfied customers may be attached	
c)	Proof of experience (Please attach relevant documents)	
d)	No. of employees deployed at clients place (Please attach relevant documents in support of the deployment)	
	Alliances for the purpose of this Bid	
	Details of alliance(s)	
	Type of alliance(s)	

S.No.	Name of the Partner	Membership No.	Membership Status - ACA / ACMA / FCA / FCMA	CISA/DISA/ISA or equivalent qualification	Date of Joining the firm as Partner
1					
2					
3					
4					
5					

Contd.....Page 3

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

SECTION V: Form – 4
PROFILE OF THE BIDDER
Page 3

Please furnish the enrolment Number/Registration Number allotted by C&AG, if registered

(a) Date of enrolment / Registration	
(b) Enrolment Number / Registration Number	
© Name and address of the office, issuing authority	

4. Details of Partners in the Firm/Limited Liability Partnership:

(Please attach certificate issued by institute of chartered accountants of India (ICAI)/nstitute of cost accountants of India (ICAI) in support of information furnished at Sl. No. 1, 2, 3, 4 and 5 above)

5. Was the partner of Firm/LLP anytime previously, :-

- | | |
|---|-----------------|
| (a) Dismissed Government Servant. | Yes / No |
| (b) Removed from approved list of vendors. | Yes / No |
| (c) Demoted to a lower class of vendors. | Yes / No |
| (d) Having business banned/suspended by any government in the past. | Yes / No |
| (e) Convicted by a court of law. | Yes / No |
| (f) Member of Parliament or any State Legislative Assembly. | Yes / No |

6. Is any Partner/Person working with the applicant is a near relative of the officer/ official of Export Inspection Agency–Kochi, If, yes please furnish details **Yes /No**

7. Details of Qualified Assistants (i.e. Chartered/Cost Accountants employed by the firm)

Sl.no.	Name of the Assistant	Membership No.	Whether ACA/ACMA/FCA/FCMA (Please attached membership certificate issued by respective institutes for each qualified assistant)	Date of joining the firm as qualified assistant
1				
2				
3				
4				

Contd.....Page 4

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SECTION V: Form – 4
PROFILE OF THE BIDDER
Page 4

8. Details of Experience in PSU Sector:

Sl.no.	Name of the Company	Year of audit	Type of audit – whether statutory/internal audit (please attach copy of appointment letter for each year & for every company)
1.			
2.			
3.			

9. Details of Experience in conducting audit in organization working on SAP ERP Platform:

Sl.No.	Name of the Company	Year of Audit	Type of Audit – whether Statutory / Internal Audit (Please attach copy of appointment letter for each year and for every company)
1			
2			
3			

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Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

SECTION V: Form – 4
PROFILE OF THE BIDDER
Page 5

10. Bank details for EFT :

1.	Bank Name	
2.	Branch Name and Address	
3.	Bank Account Number & Type of Account	
4.	IFSC Code	

Note: A Cancelled Cheque is to be enclosed in support of details as filled in Sr. No. 7 above.

11. Turnover of the Firm: -

	2021 - 2022	2022 - 2023	2023-24
TURNOVER (F.Y.) (in Rs. Lakhs)			

12. It is confirmed that all the requirements as per Section 3 to the tender documents have been complied with.
13. We confirm that we have not taken any deviation from the terms & conditions, of the tender documents. A copy of complete tender document duly signed and stamped on all pages as a token of acceptance of all terms & conditions is attached.
14. I/We certify that the information given above is true to the best of our knowledge. I/We also understand that if any of the information is found wrong, my/our tender will not be considered.

Date

**Signature of Partner with
Name & Seal of the Audit Firm**

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

SECTION V: Form 5
Bidder Declaration
(TO BE PROVIDED ON COMPANY'S LETTER HEAD)

No.

Date:

To,

The Joint Director

Export Inspection Agency –Kochi

27/1767 A, Shipyard Quarters Road,

Panampilly Nagar (South), KOCHI - 682036

Sub: Tender for Engaging Chartered Accountant / Cost Accountant Firm for Conducting Internal Audit and Finalization of Annual Accounts for the Financial Year 2024-25

Dear Sir,

We hereby propose to offer to provide For Conducting Internal Audit and Finalization of Annual Accounts for the Financial Year 2024-25, at Export Inspection Agency – Kochi Head Office situated at 27/1767 A, Shipyard Quarters Road, Panampilly Nagar (South) Kochi – 682 036 in full conformity with the said Tender Document for the amount indicated in the Price Schedule attached herewith and made part of this bid.

We have understood the instructions and the terms and conditions mentioned in the Tender Document furnished by you and have thoroughly examined the technical specifications of the services contained therein and the scope of work, Responsibilities and terms and conditions, as laid down by you and are fully aware of nature and scope of services required.

We hereby confirm our acceptance and compliance to the provisions contained in the Tender Document. We declare that the services will be rendered strictly in accordance with the requirements.

We declare that the prices for each line, as quoted in the enclosed Schedule - 1, are firm and shall not be subject to any variation for a valid period of SIXTY (60) days from the date fixed for submission of bids. We further declare that unless otherwise specifically mentioned, the quoted prices include all taxes, duties and levies legally livable and payable for the services hired by you and rendered by us quoted, as on the date of the submission of the bids.

Our proposal shall remain valid for acceptance for a period of SIXTY (60) days from the date of opening of the bid by EIA-KOCHI.

Date:

Signature

Place:

Name

Seal of Company

Designation

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

SECTION V : Form 6
(TO BE PROVIDED ON COMPANY'S LETTER HEAD)
Particulars of Authorization

To,
The Joint Director
Export Inspection Agency –Kochi
27/1767 A, Shipyard Quarters Road,
Panampilly Nagar (South), KOCHI - 682036

Sub: Tender for Engaging Chartered Accountant / Cost Accountant Firm for Conducting Internal Audit and Finalization of Annual Accounts for the Financial Year 2024-25

Dear Sir,
Particulars of Authorization of the person signing these documents on behalf of the bidder are as follows:

Sl. No	Description	Details
1	Name, Designation & Address of the authorizing person.	
2	Name, Designation & Address of the authorized person.	
3	Details of the documents showing that the persons mentioned in entry (1) above is authorized to issue such a authority. (Please enclose the original authorization document, for verification purpose)	

Signature:

in the capacity of:

Duly authorized to sign for and on behalf of:

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

**SECTION V : Form 7
Checklist**

Sub: Tender for Engaging Chartered Accountant / Cost Accountant Firm for Conducting Internal Audit and Finalization of Annual Accounts for the Financial Year 2024-25

Sl. No.	Check List	Yes / No
1	Instructions to the bidders & conditions of contract read & understood?	Yes / No
2	Clarifications / explanations / amendments issued, if any, read & understood?	Yes / No
3	Technical requirements of the equipment read & understood?	Yes / No
4	Technical & Financial Bids furnished separately ?	Yes / No
5	Financial Bid comprises as per Section VI Form 1 ?	Yes / No
6	Bid properly signed on each page by authorized person?	Yes / No
7	Copy of Tender Document marked "Original" furnished after signing and stamping on each Page	Yes / No
8	Requirements of the Client addressed in the bid?	Yes / No
9	Interlineations or erasures in the bid?	Yes / No
10	Overwriting in the bid countersigned?	Yes / No
11	Bid Security furnished?	Yes / No
Form 1	Bid Securing Declaration	Yes / No
Form 2	Bid Form	Yes / No
Form 3	Performance Security / Bank Guarantee	Yes / No
Form 4	Profile of the Bidder	Yes / No
Form 5	Bidder Declaration	Yes / No
Form 6	Particulars of authorization	Yes / No
	Copy of Registration of firms	Yes / No

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Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

**SECTION V : Form 7
Checklist**

	Copy of Income Tax Return for last 3 years	Yes / No
	Copy of Service Tax Registration	Yes / No
	Copy of registration certificate issued by C&AG, if enrolled/registered	Yes / No
	Copy of PAN/TAN Card GST	Yes / No
	List of clients indicating quantum of work executed with them	Yes / No
	Proof of experience	Yes / No
	No. of employees deployed at client's place	Yes / No
	Any other relevant documents, if attached, please specify (a) (b) (c) (d)	

LIST OF FORMS TO BE ENCLOSED TO THE FINANCIAL BID		
Form 1	Financial Bid	Yes / No

Date:

Signature

Place:

Name

Designation

Seal of Company

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25

SECTION VI : Form 1

FINANCIAL BID
On the letter head

No.

Date

Amount in Rs.

Sl. No.	Scope of Work	Professional Fee	GST, taxes & duties etc.	Total Quoted price (inclusive taxes & duties etc.)
1	Internal Audit & Finalization of Books of Accounts of Export Inspection Agency – Kochi for the financial year 2024-25.			
Total amount quoted in words				

I/We agree to receive 100% payment after satisfactory completion of the above work, on submission of bill.

This is to certify that the above given details are true to the best of my/our knowledge and belief. I/We have read and agree with all the terms & conditions of the contract.

(Signature with official stamp)

Name of the CA Firm: _____

* Financial bid shall be submitted on letter head of the firm with duly stamped & signed by the Managing Partner/ Proprietor of the Firm.

Tender No. 01 / 2025-26 TENDER FOR ENGAGING CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM FOR CONDUCTING INTERNAL AUDIT IN EXPORT INSPECTION AGENCY – KOCHI FOR THE FINANCIAL YEAR 2024 - 25