

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	24-10-2025 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-10-2025 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	45 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Consumer Affairs Food And Public Distribution
विभाग का नाम/Department Name	Department Of Food And Public Distribution
संगठन का नाम/Organisation Name	Food Corporation Of India (fci)
कार्यालय का नाम/Office Name	North East
वस्तु श्रेणी /Item Category	Financial Audit Services - Forensic audit of bank accounts, Demat accounts and other related accounts; CA Firm
अनुबंध अवधि /Contract Period	2 Month(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	170600
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	9

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

लाभार्थी /Beneficiary :

Executive Director (NE)

Food Corporation of India, Zonal Office(NE), GL Publication Building, G S Road, Ulubari, Guwahati, Assam-781007 (Divya Prakash Shukla)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. 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.
2. 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.
3. 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.
4. 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.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.
6. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of Years of firm/company's existence as per ICAI certificate: Firm should have been in existence since April 2021 having experience of providing forensic audit services to Central Government / State Governments / PSUs (State/Central) / Financial Institutions.

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.: Firm should have experience of providing

forensic audit services to Central Government / State Governments / PSUs (State/Central) / Financial Institutions for 3 years during the financial years 2021-22, 2022-23, 2023-24, 2024-25.

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:Minimum 2(two) full time partners / experienced and qualified professionals in full time employment at senior level with experience in handling similar and relevant projects.

Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:Minimum partners / qualified professionals in full time employment with DISA / CISA qualification.

Number of XX fulltime CA's required and YY professional audit staff:Minimum 2 (two) fulltime CA's required and minimum 3 (three) professional audit staff.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
16-10-2025 11:00:00	FOOD CORPORATION OF INDIA, ZONAL OFFICE(NE), GL PUBLICATION BUILDING, GS ROAD, ULUBARI, GUWAHATI, ASSAM-781007

Financial Audit Services - Forensic Audit Of Bank Accounts, Demat Accounts And Other Related Accounts; CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Forensic audit of bank accounts, Demat accounts and other related accounts
Type of Financial Audit Partner	CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Investigating fraud , Bank Transactions
Type of Industries/Functions	Food Storage and Distribution Management
Frequency of Progress Report	Weekly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Fortnightly
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Lakhan Kumar Sarkar	781007,3rd,4th and 5th Floor, GL Publication Building, Ulubari, Guwahati, Assam	1	N/A

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

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.](#)

अस्वीकरण/Disclaimer

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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

---धन्यवाद/Thank You---

**FOOD CORPORATION OF INDIA
ZONAL OFFICE (NE)
G.L. PUBLICATIONS BUILDING,
G.S. ROAD, LACHIT NAGAR, ULUBARI,
GUWAHATI - 781007.**

**ADDITIONAL TERMS & CONDITIONS FOR e-TENDERING
THROUGH GeM (Government e-Marketplace) PORTAL FOR
ENGAGEMENT OF FORENSIC AUDITOR FOR AUDIT AT
GUWAHATI / DIMAPUR / IMPHAL**

FOOD CORPORATION OF INDIA, ZONAL OFFICE(NE)
GL PUBLICATIONS BUILDING, GS ROAD, LACHIT NAGAR, ULUBARI, GUWAHATI - 781007.

Tender No. FCI/ZO(NE)/Vig/Forensic Auditor/2025

Dated: 23.09.2025

**INVITATION TO ONLINE/e-BIDS AND INSTRUCTIONS TO BIDDERS FOR
 ENGAGEMENT OF FORENSIC AUDITOR.**

From:

Telephone No.: 0361-2526033,
 0361-2521487

The Deputy General Manager (Vigilance),
 Food Corporation of India,
 Zonal Office (NE).
 GL Publications Building,
 Guwahati-781007, Assam.

For and on behalf of The Executive Director (NE), Food Corporation of India, ZO(NE), Guwahati (hereinafter called the FCI), the Deputy General Manager (Vig), Food Corporation of India, ZO (NE), Guwahati invites online e-Bids/Tenders **in Government e-Marketplace (GeM)** portal from **the prospective Chartered Accountant firm / bidder(s) duly registered with ICAI (Institute of Chartered Accountants of India) with a valid Firm Registration Number (FRN), which/who shall necessarily be a legally valid entity either in the form of a Proprietorship / Limited Company / a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008 or Registered Partnership Firm having experience of minimum 03 (three) years and expertise in providing forensic audit services to Central Govt./State Govt./Government Bodies/PSUs(both under Central/State Govt.)/Financial institutions.**

Schedule of e-Bidding process

Publication Date of e-Bid Documents in GeM Portal	As per GeM portal
Pre Bid Meeting Date and time	As per GeM portal
Last Date/Time for receipt of e-Bids	As per GeM portal
Date of Technical Bid opening	As per GeM portal
Date of Price Bid opening	To be informed to the qualified Bidders (only) separately after evaluation of Technical Bids.

- The Tender process shall remain open and for acceptance initially for 45 days from the date of opening of bid and thereafter FCI at its discretion can extend the validity of tender for another 30 days, which shall be binding on the prospective firms/bidders.

2. If the date fixed for opening of e-Bid is declared a closed holiday, the e-Bids shall be opened on the next working day following the holiday but there will be no change in the timings for opening bids as indicated above.
3. If the date up to which the e-Bid is open for acceptance is subsequently declared to be a closed holiday, the e-Bids shall be deemed to remain open for acceptance till the next working day.
4. e-Tender Form/ bid documents can be downloaded from www.gem.gov.in and also from FCI website www.fci.gov.in.
5. The Deputy General Manager (Vig), FCI, ZO(NE) for and on behalf of FCI reserves the right to reject any or all e-bids without assigning any reason.
6. FCI will not enter into negotiation with any bidders including the lowest bidder (L-1).
7. All communications concerning various issues pertaining to the Tender shall be sent on the address listed above. Unauthorized contact with other FCI officials may result in disqualification. Any oral communication by tenderer / bidder will be considered unofficial and is not binding on FCI. Tenderers shall rely only on written instructions issued by the authorized Officer of FCI. Any action required or permitted to be taken and any document required or permitted to be executed, under this contract by FCI or the Tenderer, may be taken or executed by the respective Authorized Officers which shall be binding on the parties.

IMPORTANT NOTE

1. FCI is using services of Government e-Market place (GeM) for procurement of services at www.gem.gov.in.
2. e-Bid documents can be downloaded from GeM Portal www.gem.gov.in and also in FCI website www.fci.gov.in. However, online submission of e-Tender/Bid can be done through GeM portal only i.e. www.gem.gov.in. Aspiring bidders/suppliers who are not enrolled / registered in GeM may get enrolled /registered themselves before participating through GeM.
3. The Bidders are advised to go through instructions provided in the e-Tender/Bid documents before submission of the Bids through online in GeM portal at www.gem.gov.in. Further, **General Instructions/Information** are provided at **Annexure-I** and also **Specific Terms and Conditions** governing the contract are provided at **Annexure-II** of this Bid Document.
- ~~4.~~—The bidders can access e-Bid documents on the website (www.gem.gov.in and www.fci.gov.in) and download, fill them with all relevant information and upload it again at the time of submission of the Bid with signature, stamp and valid user Id/Password on the website www.gem.gov.in only.
- ~~5.~~—At the time of filling up of the bid documents, every care should be taken to fill it clearly, neatly and accurately. Any alteration, erasures or overwriting shall be duly initialled by the authorized signatory.

6. FCI shall not allow any bidders to rectify any discrepancies noticed in the Bid Documents submitted by them such as missing signature/seal in any of the page, attestation, minimum experience of last 03(Three) years etc. ***However, while evaluating the Bids, FCI at its discretion may seek any clarification from the Bidders in respect of the Bid Documents submitted by the Bidder(s).***
7. It should be clearly understood by the firm/bidder that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the Tender. It is further clarified that no new document shall be accepted after the last date of acceptance of e-Tender/Bid.
8. e-Tenders/Bids along with supporting documents should be submitted (on-line at www.gem.gov.in only) within the prescribed date and time as mentioned in the schedule. Hard copy of the tender documents will not be accepted.
9. Corrigendum/Addendum to the e-Tender / bid Notice, if any, shall be issued online at GeM Portal only. Hence, the prospective bidder is requested to view the website regularly for getting updates.
10. The TECHNICAL BIDS will be opened and downloaded from the concerned website at prescribed time and date as mentioned in the Schedule.
11. Each tender must be accompanied with Earnest Money Deposit, if applicable.
12. The online offers submitted by the Bidders shall be governed by all the terms & conditions laid down in this prescribed e-Tender/Bid form, documents, Annexures etc.
13. Neither FCI nor NIC shall be responsible for non-accessibility of GeM portal due to technical glitches or internet connectivity issues arising at Bidder's end. However, the Bidders may contact 24*7 helpline No. 1800-419-3436, 1800-102-3436 with regard to technical issues relating to functioning of GeM portal platform.
14. In case of any clear indication of cartelization/express/implied anti-competitive agreements between the Bidders at the time of finalization of e-Tender/Bid or thereafter, which may be found at any time i.e. before, during or after award of the Contract and comes to the notice of the FCI, the Competent Authority shall reject the Contract and forfeit their Security Deposit, recover the losses as assessed by the Competent Authority arising out of such anti-competitive practices of the Bidder(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including cancellation of license/black listing without prejudice to any other legal remedies vested with FCI.
15. In this bid document the term Bidder, Tenderer, Contractor, Agency, Service Provider is used inter-changeably and shall be ascribed the same meaning and purport. Similarly, terms - Food Corporation of India, FCI, Corporation is used inter-changeably and shall be ascribed the same meaning and purport.

Sd/-
Deputy General Manager (Vig)
FCI, ZO (NE).

ANNEXURE-I

GENERAL INSTRUCTIONS/INFORMATION TO THE BIDDERS

1. OBJECT OF THE CONTRACT

- 1.1 The successful firm / bidder shall provide **forensic audit services for a period of 2 (two) months from the date of award of contract which can be extended** the General Manager (Vig), FCI, ZO(NE)), Guwahati **for a further period of 01 (one) month** or as per the requirement of the investigating agency before expiry of initial 02 (two) months period.
- 1.2 The Estimated value of the Contract is **Rs. 1,70,600/- (Rupees One lakh seventy thousand six hundred only)**.
- 1.3 The Contract, which may arise from this tender shall be governed by the terms and conditions of the Contract as set out in the Invitation / General Instructions, other terms and conditions given in this bid documents, Annexures.

2. MINIMUM QUALIFICATION CONDITIONS FOR TENDER

- 2.1 The firm/bidder should be a **Chartered Accountant firm in the form of a Proprietorship / Limited Company / a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008 or Registered Partnership Firm duly registered with Institute of Chartered Accountants of India (ICAI) with a valid Firm Registration Number (FRN)**.
- 2.2 The firm / bidder shall have experience of having provided forensic audit services for three years in the preceding 04(four) financial years i.e. **FY 2021-22, 2022-23, 2023-24 and 2024-25 to Central Govt./State Govt./Government Bodies/PSUs(both under Central/State Govt.)/Financial institutions. The experience prior to Financial Year 2021-22 will not be considered.**
- 2.3 The firm / bidder should have executed contracts of:
- (i) At least 25% of the estimated value of the contract to be awarded, in one single contract during any of last 04(four) Financial Years i.e **FY 2021-22, 2022-23, 2023-24 and 2024-25.**

OR

- (ii) 50% of the estimated value of the contract to be awarded, in different contracts during last 04(four) Financial Years i.e. . **FY 2021-22, 2022-23, 2023-24 and 2024-25.**

2.4 The firm / bidder shall be required to produce the Experience Certificate(s) in the Proforma enclosed at **APPENDIX-‘III’**, scanned copy of which shall be uploaded, containing the following details :-

- (i) Nature of work done/services provided.
- (ii) **Period and Value of Contract:** The experience certificate to be submitted along with the Tender/Bid, which shall contain specific period (commencement of contract and its completion), year-wise work executed in the last **04 (four) financial years of experience period and total value of the Contract.**
- (iii) **Relevant Experience:** The firm / bidder shall furnish the certificate(s) containing that the firm / bidder possesses experience of having provided forensic audit services to **Central Govt./State Govt./Government Bodies/PSUs(both under Central/State Govt.)/Financial institutions.**
- (iv) The satisfactory execution and experience certificate shall be obtained as per **APPENDIX-‘III’** from the **Central Govt./State Govt./Government Bodies/PSUs(both under Central/State Govt.)/Financial institutions** to whom the service was provided by the firm / bidder. **Other documents in support of the Experience viz. copies of Appointment/Assignment Order, Agreement etc. shall not be considered in any case.**

2.5 The firm / bidder should have an Office/Establishment in India and FCI can verify its physical existence at any time before, during and after award of contract.

3. MICRO & SMALL ENTERPRISES (M.S.E)

No exemption is granted to Micro & Small Enterprises for Experience Criteria considering the highly specialised nature of services involved in forensic audit and given the time bound nature & scope of the work.

4. DOCUMENTS REQUIRED TO BE UPLOADED ONLINE

All Bid documents along with Annexures/ Appendices etc... of each page are to be signed (with seal and stamp) & uploaded in GeM only i.e www.gem.gov.in in a seriatim by clearly indicating the name of the documents by the Agency/Bidder.

- a) Scanned copy of forwarding letter (**Appendix-I**)
- b) Scanned copy of PAN Card.
- c) Scanned copy of valid GST Registration certificate for the relevant services.
- d) Scanned copy of valid Registration Certificate of the firm/bidder with ICAI, indicating unique Firm Registration Number.
- e) Scanned copy of proof of **submission of Earnest Money**.
- f) Scanned copy of Technical Bid/Form as per **Appendix-II**.
- g) Scanned copy of incorporation certificate (including LLP incorporation certificate) issued by appropriate authority viz. Registrar of Companies etc, as applicable.
- (v) Scanned copy of the satisfactory execution and experience certificate as per **Appendix-III** issued by the **Central Govt./State Govt./Government Bodies/PSUs(both under Central/State Govt.)/Financial institutions** to whom the service was provided by the firm / bidder.
- h) Scanned copy of Audited Profit & Loss/Income & Expenditure A/C and Balance sheet for **FY 2021-22, 2022-23 and 2023-24**. (In case, the firm came into existence after April 2021, then to be provided for the period of existence.).
- i) Scanned copy of other supporting documents viz. Power of Attorney, Registered Partnership Deed / Memorandum of Association, Articles of Association etc. as per applicability.
- j) Scanned copy of the “Authorisation letter/document” issued by the bidding firm in its official Letter Head to the Authorised Signatory who is empowered to sign the e-Bid/Tender documents on behalf of bidding company.
- k) Scanned copy of valid proof of office in India.

5. **RATES**

5.1 The firm / bidder shall quote their rate as a fixed lump sum fee including all taxes (excluding travel & stay expenses mentioned in 5.3 of this para). The firm / bidder is advised to check the applicable GST before quoting the rate. GST reimbursement shall be as per actuals or as per applicable rate (whichever is lower). The rate is to be quoted in absolute terms in the “in built GeM system” itself and there is no separate Price Bid. The fee/rate quoted by the firm/ bidder shall be unconditional and remain FIXED till completion of assignment.

5.2 If Lowest rate (L-1) is quoted by 2 or more technically qualified firm / bidders then the 'tie' will be broken by resorting to the method of awarding the tender to the firm / bidder which executed the highest value of the contract during last 04 (four) Financial Years i.e **FY 2021-22, 2022-23, 2023-24 and 2024-25** and as specified in Clause no. 2.3 under heading 2 "MINIMUM QUALIFICATION CONDITIONS FOR TENDER". **However, the provision available in GeM portal shall be FINAL.**

5.3 All expenses would be borne by the firm /bidder. However, for outstation visits, travelling and stay expenses will be arranged/reimbursed by FCI as per the entitlement admissible for AGM(Assistant General Manager) of FCI, for a maximum of 3 persons at a time.

5.4 The firm / bidder shall ensure that the invoice is raised in the name of FCI with GSTIN of FCI only. While generating invoice in GeM portal, the firm / bidder shall upload scan copy of GST invoice and the screenshot of GST portal confirming payment of GST.

6. DISQUALIFICATION CONDITIONS

6.1 The firm / bidder who has been blacklisted or otherwise debarred by FCI or any Department of Central or State Government or any other Public Sector Undertaking/Enterprises (State/Central) will be ineligible during the period of such blacklisting or debarment for a period of 02 (two) years, whichever is earlier.

6.2 Any firm/Bidder whose contract with the FCI, or any Department of Central or State Government or any other Public Sector Undertaking/Enterprises (State/Central) has been terminated before the expiry of the contract period at any point of time during last 02 (two) years, will be ineligible.

6.3 Firm / bidder whose Earnest Money Deposit and/or Security Deposit has been forfeited by FCI or any department of Central or State Government or any other Public Sector Undertaking/Enterprises (State/Central), during the last 02(two) years, will be ineligible.

6.4 If the Proprietor / any of the Partners of the bidder/ firm /any of the Director of the Bidder's company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of 02 (two) years or more, such firm/Bidder will be ineligible.

6.5 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the tenderer disqualified.

- 6.6 A Hindu Undivided Family (either as a Proprietor or partner of a firm) shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a Proprietor or partner of a firm) shall be summarily rejected.
- 6.7 The onus of ensuring the eligibility condition shall be on the firm / bidder and subsequently if any party found ineligible on any account their tender would be summarily rejected and the Security Deposit in such case shall be forfeited, without any prejudice to any right or remedies the FCI may have under the Contract and Law.
- 6.8 Any firm / bidder if quotes “NIL” / “ZERO” / “NEGATIVE” charges/consideration, the bid shall be treated as NULL & VOID and will not be considered.
- 6.9 The firm / bidder shall be required to disclose the information that none of the relatives of the firm /bidder are employees of FCI at the time of submission of Bid. If the same is found later on during the currency of contract, the contract shall be summarily terminated.
- 6.10 Proposal not submitted along with proof of submission of Earnest Money Deposit as prescribed in this BID.

7. SECURITY DEPOSIT

- 7.1 The successful Tenderer shall furnish, within 15(fifteen) working days of acceptance of tender, a Security Deposit for the due performance of his obligations under the contract. The Security Deposit shall consist of a sum equivalent to 5% of the final awarded value of the Contract submitted electronically through NEFT / RTGS / other electronic means in favour of Food Corporation of India. The Tenderers shall deposit Security Deposit through RTGS/NEFT in the stipulated **FCI's CC A/c A/c No.10824154508 with IFSC Code No. SBIN0000078 in State Bank of India, Guwahati Branch.**The Security Deposit shall not earn any interest.
- 7.2** In case of failure of firm/bidder to furnish the Security Deposit within 15 (Fifteen) working days from the acceptance of the Tender, extension of 07 (Seven) more working days can be given by the Executive Director (NE),FCI ZO(NE) for submission of security deposit along with penalty @ 1% of Security Deposit.
- 7.3** The Security Deposit furnished by the firm / bidder will be subject to the terms and conditions given in the Tender and the FCI will not be liable for payment of any interest on the Security Deposit.
- 7.4** In the event of the firm / bidder's failure, after the communication of acceptance of the Tender by the FCI, to furnish the requisite Security Deposit under Clause 8.1 by the due date including

extension period, the Contract shall be summarily terminated besides forfeiture of the Security deposit @ 5% of the Value of Contract and the FCI shall proceed for appointment of another contractor at both risk and cost. Any losses or damages arising out of and incurred by the FCI by such conduct of the contractor will be recovered from the Contractor, without prejudice to any other rights and remedies available to the FCI under the Contract and Law. The bidder will also be debarred from participating in any future Tenders of the FCI for a period of 02 (two) years. After the completion of prescribed period of 02 (two) years, the party may be allowed to participate in the future Tenders of FCI provided all the recoveries/ dues have been effected by the FCI and there is no dispute pending with the contractor/party.

7.5 If the successful firm / bidder had previously held any Contract and furnishes Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit shall be required to be furnished.

8 MODIFICATION AND WITHDRAWAL OF TENDER

8.1 The firm / bidder may all the time can modify, correct or upload any relevant document or withdraw in the portal till the last date and time of tender submission, as published in GeM portal.

8.2 Withdrawal of Bids is not allowed, once bids are submitted and due date & time is closed. In case of subsequent withdrawal, Earnest Money shall be forfeited. They will also be debarred from participating in any other Tender Enquiry with FCI for a period of 02 (two) years.

9 OPENING OF BIDS

9.1 The Technical Bid will be opened online in the Zonal Office (NE), FCI, GL Publications Building, G.S. Road, Lachit Nagar, Ulubari, Guwahati – 781007 at the fixed time and the date indicated in GeM. The firm / bidder will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Bid.

9.2 Price Bids of only those firm / bidder shall be opened whose Technical Bids qualify, at the time and place for which notice will be given. The firm/Bidder technically qualified will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Price Bids. Firm(s) / bidder(s) can also check the Bid opening status online at their end.

10 VERIFICATION OF SUPPORTING DOCUMENTS

The eligible firm / bidder would be required to show the supporting documents in original, on the date to be notified to enable the FCI to physically verify the authenticity of the documents scanned and

uploaded in the GeM portal which is pre-qualification for technical evaluation. A list of firm(s) / bidder(s) who qualify the Technical bid will be available to qualified firm/Bidder in the GeM portal.

11 TECHNICAL BID EVALUATION

The Technical Bids will be evaluated by FCI as per procedure in accordance with the Minimum qualification conditions, General Instructions/Information, Specific Terms and Conditions and instructions stipulated in the Tender documents. Bidders who fulfil the same shall only be considered as technically qualified. The Bids which do not fulfil the Minimum qualification conditions, General Instructions/Information, Specific Terms and Conditions and instructions stipulated in the Bid documents shall be summarily rejected.

12 SUBMISSION OF HARD COPY OF TENDER DOCUMENT

As a condition precedent for issuing the Acceptance Letter, successful firm / bidder shall submit the hard copy of entire Bid Document duly signed on all pages by the firm / bidder or Authorized Signatory, as the case may be, on or before the date stipulated by FCI failing which Earnest Money deposited by the firm / bidder shall stand forfeited without prejudice to any rights or remedy available to the FCI under the Contract and Law including resorting to risk and cost against the successful firm / bidder.

13. CONFIDENTIALITY

13.1. Given the scope and confidential nature of instant work, the successful firm / bidder shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the FCI business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the FCI. The obligation is not limited to any scope and the firm / bidder shall be held responsible in case of breach of the confidentiality of FCI's information.

13.2. If the successful firm / bidder receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the firm / bidder shall not reply to any such queries and apprise the same to FCI.

14. CORRUPT/FRADULENT PRACTICES

14.1. Any bribe, commission, or advantage offered or promised by or on behalf of the firm / bidder to any Officer or Official of the FCI shall (in addition to any criminal liability which the firm /

bidder may incur) debar his Tender from being considered. Canvassing on the part of, or on behalf of, the Bidder shall also make his Tender liable to rejection.

14.2. Firm(s) / bidder(s) shall not indulge in any anti-competitive/corruptive practice/agreements implied or expressed while participating in the Tender.

14.3. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Firms/Bidders at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the FCI, the Tendering Authority shall have the right to reject the relevant Tenders, forfeit their EMD/ Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Firms/Bidders and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other Department having appropriate jurisdiction or authority, for initiating necessary action including but non-restricted to cancellation of license.

14.4. If the information given by the firm / bidder in the Tender Document and its Annexures/ Appendices is found to be false / incorrect at any stage, FCI shall have the right to disqualify/summarily terminate the Contract/Agreement without prejudice to any other legal rights or remedies that the FCI may have under the Contract and Law.

15. BREACH OR VIOLATION OF TERMS AND CONDITIONS

In case of breach or violation of any terms and conditions of the Tender Document including Annexures, Appendices etc. by the firm / bidder, the FCI reserves the right to summarily reject the Contract/Tender including forfeiture of EMD/Security Deposit, without prejudice to any other right or remedies available to the FCI under the Contract and Law.

16. NEGOTIATION

FCI will not enter into any negotiations even with the lowest firm / bidder.

FCI reserves the right to reject any or all the Tenders without assigning any reason. The successful firm / bidder will be intimated of the acceptance of his Tender by a letter/email/Speed Post.

Sd/-

**Deputy General Manager (Vig),
FCI, ZO (NE), Guwahati**

ANNEXURE-II

**SPECIFIC TERMS AND CONDITIONS GOVERNING THE
CONTRACT FOR PROVIDING FORENSIC AUDIT
SERVICES**

1. DEFINITIONS

- 1.1.** The term ‘Contract’ shall mean and include the Invitation to Tender incorporating also the instructions to the firm / bidder, the Tender Bid Documents, its Annexures, Appendices, Acceptance of Tender and such General and Special conditions as may be added to it.
- 1.2.** The term ‘Contractor’ shall mean and include the person(s), Registered Firm or Company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be.
- 1.3.** The term ‘Contract Rates’ shall mean the rates of payment accepted by the FCI.
- 1.4.** The term ‘FCI’ wherever occurs, shall mean the Food Corporation of India established under the Food Corporations Act, 1964, and will include its Managing Director/Secretary, and its successor(s).
- 1.5.** The term ‘DGM(Vig)’ shall mean Deputy General Manager(Vigilance) of Food Corporation of India , Zonal Office (NE), Guwahati under whose jurisdiction are the offices located at **Guwahati / Manipur / Dimapur where the services have to be provided.**
- 1.6.** The term ‘Office’ shall mean the offices of Food Corporation of India, at **Guwahati / Manipur / Dimapur** belonging to or in occupation of the Corporation at any time.

2. PARTIES TO THE CONTRACT

- 2.1.** The parties to the Contract are Contractor and the FCI represented by the Deputy General Manager(Vig) and/or any other person authorized and acting on his behalf.
- 2.2.** The person signing the Tender, or any documents forming part of the Tender, on behalf of another or on behalf of a Registered Firm shall upload a scanned copy of proper Power of Attorney duly executed on judicial stamp paper of appropriate value, attested by a Notary Public, duly executed in his favour, stating that he has authority to bind such other person, or the Registered Firm, as the case may be, in all matters, pertaining to the Contract. If the scanned copy of said Power of Attorney is not uploaded along with tender, the tender shall be summarily rejected without prejudice to any other right of the Corporation under the Contract and Law.
- 2.3.** The Power of Attorney should be signed by all the partners in the case of a Registered Partnership concern and by the person who by his signature can bind the firm/Company/LLP in the case of a Limited Company/LLP. The entire Tender document must also be signed on each page by the authorized person.

2.4. The person signing the Tender or any other documents forming part of the Tender, on behalf of any other person or a Registered Firm, shall be deemed to warrant that he/she has the authority to bind such other person or the Registered Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority FCI shall, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.

2.5. Notice or any other action to be taken on behalf of FCI may be given/taken by the Deputy General Manager(Vig), ZO (NE) or any Officer so authorized and acting on his behalf.

3. CONSTITUTION OF CONTRACTORS

3.1. The firm / bidder shall in the Tender, indicate whether they are Proprietorship firm, Limited Company/ a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008 or Registered Partnership Firm registered with ICAI (Institute of Chartered Accountants of India), with valid Firm Registration Number (FRN). The composition of the Registered Partnership, or names of Directors of Company, as applicable, shall be indicated.

3.2. If the firm / bidder is a Registered Partnership Firm or Company, there shall not be any re-constitution of the Partnership or change in Directors of the Company without the prior written consent of FCI till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the firm/Bidder with consequences flowing there from.

3.3. The firm / bidder shall notify to the Corporation the death/resignation of any of their Partners/Directors immediately on the occurrence of such an event. On receipt of such Notice, the Corporation shall have the right to terminate the Contract.

4. SUB-LETTING

The firm / bidder shall not sub-let, transfer, or assign the Contract, or any part thereof. In case of sub-letting, the tender shall be summarily rejected and Security Deposit shall be forfeited, without prejudice to any rights or remedies the FCI shall have under the Contract and Law.

5. RELATIONSHIP WITH THIRD PARTIES

All transactions between the firm / bidder and third parties shall be carried out as between two principals without reference to the Corporation in any event/manner. The firm / bidder shall also undertake to make third parties fully aware of the position aforesaid.

6. LIABILITY FOR PERSONNEL

6.1. The firm / bidder shall also comply with all Rules and Regulations / Enactments made by the State Govt. /Central Govt. from time to time pertaining to the Contract including all Labour Laws.

6.2. Any liability arising out of accident or death of any personnel while on duty shall be borne by the firm / bidder.

7. CORRUPT PRACTICES

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the firm / bidder or any one of their Partners/Directors/Agents or Officials, or any person on his or her behalf to any Officer, Officials, Representative or Agent of FCI, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the firm / bidder liable for termination of this Contract or any other Contract with the Corporation and the Contractor shall be liable to reimburse the FCI of any loss or damage resulting from such termination.

8. PERIOD OF CONTRACT

8.1. The Contract shall remain in force for a period of **2 (two) months** from the date of award of contract which can be extended by the Executive Director, FCI, ZO(NE), Guwahati **for a further period of 01 (one) month** or as per the requirement of the investigating agency before expiry of initial 02 (two) months period.

8.2. The Executive Director, FCI ZO (NE), FCI,Guwahati reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof by giving 15 (fifteen) days Notice in writing to the firm / bidder at the notified address and the firm / bidder shall not be entitled to any compensation by reason of such termination. The action of Executive Director(NE),FCI ZO (NE), FCI under this clause shall be final, conclusive and binding on the firm / bidder.

9. SECURITY DEPOSIT

9.1 The successful Tenderer shall furnish, within 15(fifteen) working days of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract. The Security Deposit shall consist of a sum equivalent to 3% of the awarded value of the Contract to be submitted electronically NEFT / RTGS / other electronic means in favour of Food Corporation of India. The Tenderers shall deposit Security Deposit through RTGS/NEFT in the stipulated **FCI's CC A/c A/c No.10824154508 with IFSC Code No. SBIN0000078 in State Bank of India, Guwahati Branch.** The Security Deposit shall not earn any interest.

9.2 In case of failure of firm/Bidder to furnish the Security Deposit in the form of within 15 (fifteen) working days from the acceptance of the Tender, extension of 07 (Seven) more working days can be given by Executive Director (NE), FCI ZO(NE) for submission of security deposit along with penalty @ 1% of Security Deposit.

9.3 The Security Deposit furnished by the firm / bidder will be subject to the terms and conditions

given in the Tender and the FCI will not be liable for payment of any interest on the Security Deposit.

9.4 In the event of the firm / bidder's failure, after the communication of Acceptance of the bid/tender by the FCI, to submit the requisite Security Deposit by the due date including extension period, their bid / contract shall be summarily terminated and the FCI shall proceed for appointment of another contractor at the risk and cost of the bidder/contractor. Any losses or damages arising out of and incurred by the FCI by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies available to the FCI under the Contract and Law. The firm / bidder will also be debarred from participating in any future Tenders of the FCI for a period of 02 (two) years. After the completion of prescribed period of 02 (two) years, the party may be allowed to participate in the future tenders of FCI provided all the recoveries/ dues have been effected by the FCI and there is no dispute pending with the firm / bidder.

9.5 Upon satisfactory performance of the services and on completion of all the obligations by the contractor under the terms of the Contract to the satisfaction of the investigating agency and on submission of "**Work Completion Certificate**", the Security Deposit will be returned to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of FCI against the contractor. FCI will not be liable for payment of any interest on the Security Deposit.

10. LIABILITY OF FIRM/BIDDER/CONTRACTOR FOR LOSSES SUFFERED BY CORPORATION

The firm / bidder / contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by FCI due to the firm/bidder/contractor's negligence and un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to FCI, or in particular to any property belonging to FCI, due to any act, whether negligent or otherwise, of the firm/bidder/contractor. The decision of the Executive Director (NE), FCI, ZO (NE), regarding such failure of the Contractor and their liability for the losses, etc. suffered by FCI, and the quantification of such losses, shall be final and binding on the firm / bidder / contractor.

11. SUMMARY TERMINATION OF THE CONTRACT

11.1. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up their business or making arrangement with their creditors or failing to observe any of the provisions of this Contract or any of the terms and conditions governing the Contract, the Executive Director (NE), FCI ZO (NE), Guwahati shall be at liberty to terminate the Contract forthwith without prejudice to any other right or remedies available to FCI under the Contract and Law and to get the work done for the unexpired period of the

Contract at the Risk and Cost of the contractor and to claim from the contractor any resultant loss sustained or cost incurred by FCI.

- 11.2. The Executive Director (NE), FCI ZO (NE), Guwahati shall also have without prejudice to other rights and remedies, the right, in the event of breach by the firm / bidder / contractor or of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the Contract at the Risk and Cost of the firm / bidder/ contractor and / or forfeit the Security Deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by FCI due to the firm / bidder /contractor's negligence or un-workman like performance of any of the services under the Contract.
- 11.3. The firm / bidder /contractor shall be responsible to provide services under the Contract in accordance with the instructions issued by the investigating agency or the Executive Director (NE), FCI ZO(NE) or an Officer acting on his behalf. If the firm / bidder /contractor fails to supply the requisite services, the Executive Director (NE), ZO (NE), shall at his entire discretion, without terminating the Contract be at liberty to engage other firm at the Risk and Cost of the firm / bidder /contractor, who shall be liable to make good to FCI all additional charges, expenses, cost or losses that FCI may incur or suffer thereby. The contractor shall not, however, be entitled to any gain, resulting from entrustment of the work to another contractor. The decision of the Executive Director(NE),FCI ZO (NE), shall be final and binding on the firm / bidder /contractor.

12. RESPONSIBILITIES & SCOPE OF WORK OF THE CONTRACTOR

- 12.1. The Scope of work shall include the forensic audit, as per requirements which may be indicated by the investigating agency, of Bank Accounts and Demat Accounts of an FCI employee and other related accounts along with the cash credit accounts of FCI Divisional Office Dimapur from which funds were misappropriated by the employee. The forensic audit shall be for the **period w.e.f 01.04.2019 to 14.06.2025. However, the scope of work shall also include other related requirements which may be indicated by the investigating agency. The contractor shall remain in close co-ordination with the investigating agency and furnish the forensic audit report / services directly to the investigating agency. The address details of the investigating agency shall be informed to the successful bidder in due course.**
- 12.2. The successful firm / bidder shall endeavour to complete the assigned tasks within the initial validity period of the contract (two months) from the date of award of contract. FCI and the investigating agency shall make all out efforts to provide due assistance to the successful party in conduct of the required forensic audit.
- 12.3. The successful firm / bidder shall carry out all items of services assigned or entrusted to him/her by the investigating agency and shall abide by all instructions issued to him/her from time to time by them. The successful party shall render the services to the satisfaction of the

investigating agency. The successful firm / bidder shall always be bound to act in a responsible, diligent and in a business-like manner.

- 12.4. Only trained and experienced manpower for forensic audit services will be supplied by the successful firm / bidder.
- 12.5. The successful firm / bidder shall ensure that the auditors provided shall attend the offices at **Guwahati / Imphal / Dimapur** as per directions of the investigating agency.
- 12.6. The successful firm / bidder shall intimate to the investigating agency the name of one or more responsible Representative(s) authorized to act on his/her behalf in day to day execution of the contract. It shall be duty of such Representative(s) to call at the Offices and generally to remain in touch with the investigating agency to report the progress and to take instructions in the matter.

13. SET-OFF

- 13.1. FCI reserves the right to claim from the firm / bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider/ firm / bidder/ contractor.

14. PAYMENTS

- 14.1. The contractor, registered under GST (if applicable) shall ensure that the bill(s)/invoice(s) to be raised in the name of FCI with GSTIN of FCI only and is compliant with the provisions of the GST Law. The bill(s)/invoice(s) shall also contain the requisite details in an accurate manner for claiming of tax credits by FCI. While generating invoice in GeM portal, the contractor shall upload scan copy of GST invoice and the screenshot of GST portal confirming payment of GST.

FCI reserves the right to release payment of GST amount (if applicable) only post matching of the invoices in the GSTIN System. This shall further be ensured by the contractor, registered under GST (if applicable) that the invoice(s) raised by him/her during particular/every month is appropriately reported in the GST Returns of the said particular/every month.

- 14.2. The contractor shall abide by all statutory provisions applicable to the Contract and make all necessary statutory payments. All statutory payments shall be paid / reimbursed in accordance with the relevant clauses of the applicable laws.
- 14.3. The payment will be made/released/reimbursed by FCI ZO(NE) on submission of Bills in triplicate duly supported with copy of certificate regarding successful completion of work of forensic audit. The Corporation shall not be liable for payment of any interest on any bill pending/outstanding or against any delayed submission of bills for payment.

15. RATES

- 15.1 The firm / bidder shall quote their rate as a fixed lump sum fee including all taxes (excluding travel & stay expenses mentioned in 15.3 of this para). The firm / bidder is advised to check the applicable GST before quoting the rate. GST reimbursement shall be as per actuals or as per

applicable rate (whichever is lower). The rate is to be quoted in absolute terms in the “in built GeM system” itself and there is no separate Price Bid. The fee/rate quoted by the firm/ bidder shall be unconditional and remain FIXED till completion of assignment.

15.2 If Lowest rate (L-1) is quoted by 2 or more technically qualified firm / bidders then the ‘tie’ will be broken by resorting to the method of awarding the tender to the firm / bidder which executed the highest value of the contract during last 04 (four) Financial Years i.e **FY 2021-22, 2022-23, 2023-24, 2024-25** and as specified in Clause no. 2.3 under heading 2 “MINIMUM QUALIFICATION CONDITIONS FOR TENDER”. **However, the provision available in GeM portal shall be FINAL.**

15.3 All expenses would be borne by the firm /bidder. However, for outstation visits, travelling and stay expenses will be arranged/reimbursed by FCI as per the entitlement admissible for AGM(Assistant General Manager) of FCI, for a maximum of 3 persons at a time.

15.4 The firm / bidder shall ensure that the invoice is raised in the name of FCI with GSTIN of FCI only. While generating invoice in GeM portal, the firm / bidder shall upload scan copy of GST invoice and the screenshot of GST portal confirming payment of GST.

16. **FORCE MAJEURE.**

The firm/ bidder/ contractor will not be responsible for delays which may arise on account of reasons beyond their control of which the Executive Director (NE),FCI ZO (NE),Guwahati shall be the final Authority. Any sort of strike/non co-operation by the persons engaged by the contractor on account of any dispute between the firm/ bidder/ contractor and their workers shall not be deemed to be a reason beyond the control of the firm/ bidder/ contractor and the firm shall be responsible for any loss or damage which FCI may suffer on this account.

16.1. **A Force Majeure means** – any event or circumstance or a combination of events and such as:-

- (i) drought, lightning, earthquake, landslides, tempest, cyclone, hurricane, whirlwind, storm, flood, and other unusual or extreme adverse weather or environmental conditions, transporter’s agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion or other events of natural disaster of rare severity.
- (ii) Epidemic or Pandemic
- (iii) Industry wide or state wide or nationwide strikes or industrial action which prevent the affected contractor from performing any of its obligations for a continuous period of not less than 21 (twenty one) days from the date of its occurrence.

- (iv) Strikes or boycotts (other than those involving the contractor or their respective employees/representatives/persons or attributable to any act or omission of any of them) interrupting supplies and service to the firm/ bidder/ contractor for a period exceeding a period of 12 (twelve) days in continuity.
 - (v) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of a political or social nature;
 - (vi) Expropriation, confiscation, or nationalization of the Facilities/Project by Govt. or a Competent Authority.
 - (vii) The imposition of blockade, embargo, import restrictions, rationing or allocation by Central/Local Govt./UT.
 - (viii) Any decision or order of a Court or Tribunal which has the effect of restraining all or any part of the activities concerning the provision of Services.
 - (ix) Any event or circumstances of a nature analogous to the foregoing which are beyond the reasonable control of the affected firm/bidder, which such firm/ bidder/ contractor could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such firm/ bidder/ contractor or the failure of such firm/bidder to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have Material Adverse Effect on the affected firm/ bidder/ contractor's obligations under this Agreement.
- 16.2 The firm/ bidder/ contractor shall be entitled to suspend or excuse performance of his/her respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.
- 16.3 Procedure for Force Majeure
- If the firm/bidder claims relief on account of a Force Majeure, then the party claiming to be affected by such event shall, as soon as reasonably practicable and in any event within 07(Seven) days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to the firm/ bidder/ contractor claiming force Majeure under this section the relevant firm/ bidder/ contractor shall within 03(Three) days thereof notify the other firm in writing of the cessation and the firm/ bidder/ contractor shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force majeure.
- 16.4 Revised Timetable

Provided that the firm/ bidder/ contractor claiming to be affected by the Force Majeure has complied with the notice procedure, any time period specified in this Tender for the performance of an obligation, including the term of this Contract, shall be appropriately extended for a period equal to that during which the effect of the Force Majeure applies to the obligation.

16.5 Consultation and Duty to Mitigate

The firm/ bidder/ contractor claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure and restore its ability to perform its obligations under this Contract as soon as reasonably practical. Both the FCI and firm/ bidder/ contractor shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each party resulting from the Force Majeure.

16.6 Prolonged Force Majeure

In the event Force Majeure continuously impedes or prevents the performance of the firm/ bidder/ contractor for longer than 60(Sixty) consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they shall decide by mutual consent through consultation either the term upon which to continue the performance of this contract or to terminate this Contract.

17 LAW GOVERNING THE CONTRACT & DISPUTE RESOLUTION:

- a) The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled by ED(NE) at Food Corporation of India, Zonal Office Guwahati shall be final without prejudice to the court of Law. The Court in Kamrup (Metro) shall have exclusive jurisdiction to adjudicate the disputes arising under the Contract.
- b) The results of technical evaluation will be uploaded on the GeM portal. In case there are technically disqualified bidders, the reasons for disqualification will be uploaded and price bids shall be opened only after two working days. If any bidder is disqualified, he may submit grievance to the Executive Director (NE) only through GeM portal within two working days from the date of disqualification. However, no new documents will be accepted. In case of receipt of grievance, Executive Director (NE) redress the grievance by passing Speaking Order within 7(seven) working days after which the price bid will be opened.

Sd/-
Deputy General Manager (Vig)
FCI, ZO (NE), GUWAHATI

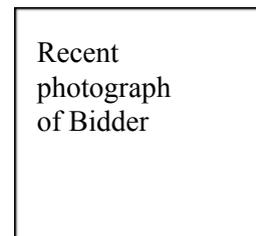
Appendix-I**FORWARDING LETTER**

(To be submitted in the letter head of the firm / bidder, signed, stamped, scanned and submitted online through GeM portal)

Fr



Recent
photograph
of Bidder



(Full Name & Address of the firm/
bidder) _____

THE DEPUTY GENERAL MANAGER (VIGILANCE)
FOOD CORPORATION OF INDIA
ZONAL OFFICE (NE),
GL Publication Building,
Guwahati-781007, Assam.

Dear Sir,

1. I/We submit the online e-Tender/Bid at GeM portal for appointment as Agency/Firm/Company/Bidder for providing forensic audit services for a period of 02 (two) months with provision for extension by another 01 (one) month at the sole discretion of the FCI or as per requirement of the investigating agency on the same terms and conditions.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the Bid Documents, Invitation to Tender, General Instructions to Bidder and its Annexures & Appendices and agree to abide by them.
3. I/We agree to keep the Offer open for acceptance uptoand inclusive for another 30 days **as mentioned in GeM portal/ATC** at the sole discretion of FCI. Further, I shall be bound by communication of Acceptance of the Offer dispatched/informed through email within the time. I also agree that if the date upto which the Offer would remain open is declared a holiday by Central Govt./FCI, the Offer will remain open for acceptance till the next working day.
4. In the event of my Tender being accepted, I agree to furnish Performance Security/Security Deposit as stipulated in the Tender.
5. I/We do hereby declare that the entries made in the Bid Documents, Annexures /Appendices etc. attached therein are true and also that I shall be bound by the act of my duly Constituted Attorney.
6. I/We hereby declare that my Firm/Company/Bidder has not been blacklisted or otherwise debarred during the last 02 (two) years by the Food Corporation of India, or any other Public Sector Undertaking/Enterprises (State/Central) or any Government, on charges of engaging in corrupt, fraudulent, collusive or coercive practices and also for any failure to comply with the terms and conditions of any Contract, or for violation of any Statute, Rule, or Administrative Instructions.(*). till the date of submission of form.

OR

I/We hereby declare that my Firm/Company was blacklisted/debarred by _____ (here give the name of the Office which debarred/blacklisted the Bidder/Contractor) for a period of _____, which period has expired on _____.

_____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (Strike out whatever is not applicable)

7. I/We hereby declare that no Contract entered into by my Firm/Company with the Food Corporation of India, or any other Public Sector Undertaking/Enterprises (State/Central) or any Government, has been terminated before the expiry of the Contract period at any point of time during the last 02 (two) years.

8. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me with the Food Corporation of India, or any other Public Sector Undertaking/Enterprises (State/Central), or any Government during the last 02 (two) years.

9. I/We hereby declare that I/We have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment at any time.

10. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that FCI is not bound to accept highest bid / lowest bid or any other bid that FCI may receive.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the Food Corporation of India shall have the right to disqualify me/us without giving any notice or reason thereof or summarily terminate the Contract/agreement, without prejudice to any other rights that the Corporation may have under the Contract and Law of Land (under the relevant provisions).

(Signature of Bidder/Authorised Signatory)

(Capacity in which signing along with full Name, Designation, Seal & Stamp)

(Authorised signatory shall attach a copy of Authorisation letter/document for signing on behalf of Bidding company)

Appendix-II**FOOD CORPORATION OF INDIA
TENDER FOR PROVIDING FORENSIC AUDIT SERVICES AT GUWAHATI/ IMPHAL/ DIMAPUR****TECHNICAL BID/FORM CONTAINING DETAILS OF BIDDER
(TO BE FILLED IN BY THE BIDDER)**

1.	Name of the firm/ bidder	
2.	Name of the bidder/ authorised Signatory along with Designation	
3.	Date of birth of the bidder/authorised Signatory	
4.	Address of the bidder/authorised Signatory, Contact No., Mobile No. & email id of firm/ bidder	
5.	Composition of Bidder:- (state whether the Bidder is Proprietorship firm, Registered Partnership firm, or a Public/Private Limited Company)/LLP. The name of the Proprietor, or all Partners, or, all the names of Directors of the Company, as applicable, should be given.	
6.	Particulars of the Head Office and Branches, if any, where located.	
7.	Income Tax PAN of the bidder.	
8.	TIN no. of the firm /bidder	
9.	GST No.	
10.	Firm Registration Certificate/No. Of registration/FRN with ICAI (Institute of Chartered Accountants of India)	
11.	Incorporation Certificate No. (issued by appropriate authority like Registrar of Companies/Firms)	
12.	Satisfactory execution and experience certificate	
13.	Details of the Bank with address, Current Account no.	
14.	Details of where Forensic Audit Services provided during FY 2021-22, 2022-23, 2023-24 and 2024-25	

LIST OF SCANNED COPY OF DOCUMENTS ATTACHED

1	Scanned copy of Income Tax PAN No.	Yes/No
2	Scanned copy of valid Registration Certificate/FRN with ICAI (Institute of Chartered Accountants of India)	Yes/No
3	Scanned copy of valid GST Registration certificate	Yes/No
4	Scanned copy of Experience Certificate as per clause 2.(2.3& 2.4) of General Instructions/Information to the Bidders given in Annexure-I &also as per Appendix-III	Yes/No

5	Scanned copy of valid Registered Deed of Partnership/Memorandum and Articles of Association/By-laws & Certificate of Registration etc. as applicable	Yes/No
6	Scanned copy of valid Power of Attorney of person in case of Partnership Firm/Resolution in case of Limited Company authorizing to sign the Tender.	Yes/No
7	Scanned copy of Audited Profit & Loss accounts/Income & Expenditure Statement and Balance sheet for financial year i.e. 2021-22, 2022-23 and 2023-24. (or for the period of existence, whichever is lower)	Yes/No
8	State whether you:-	Yes/No
a)	Have been black-listed by FCI or Govt. /Quasi Govt. Organization or any Department? If yes, Date of Black Listing	Yes/No
b)	Whether your contract has been terminated, EMD/SD forfeited by FCI/ Govt. Organization/PSUs or any other Department.	Yes/No
c)	Date of termination of Contract/Forfeiture of EMD/SD	
d)	Whether Proprietor/Any of the Partner/Any of the Directors have been convicted and Sentenced to imprisonment by a Court of Law? If yes, for how many years?	Yes/No
e)	Whether Bidder is participating in the capacity of Hindu undivided family. (A Hindu Undivided Family either as a Proprietor or Partner of a Firm shall not be entitled to apply for Tender)	Yes/No
f)	Whether any relatives of the proprietors/partners/ directors of the firm/bidder(s) are employees of FCI at the time of submission of bid ?	Yes/No
9	Name & Address of all the partners/ Directors/ Proprietor, as the case may be	Yes/No
	All above columns should be filled-in by the bidder, failing which, the tender shall not be considered	

Signature of Bidder/Authorised Signatory)

(Capacity in which signing along with full Name, Designation, Seal & Stamp)

(Authorised signatory shall attach a copy of Authorisation letter/document for signing on behalf of Bidding company)

Appendix-‘III’**ON THE LETTER HEAD OF THE BIDDER**

No. _____

Dated: _____

TO WHOMSOEVER IT MAY CONCERN

Sl. No.	Name of the Client	Contract period (From....To.....)	Nature of work executed (providing FORENSIC AUDIT services during any of the immediately preceding 04 (four) Financial Years 2021-22, 2022-23, 2023-24 & 2024-25)	Contract value of executed contracts (Amount in Rs.)	Financial year wise breakup of work executed and value of executed work during 2021-22, 2022-23, 2023-24 & 2024-25	Whether contract completed successfully.	Remarks

Signature of Bidder/Authorised Signatory)

(Capacity in which signing along with full Name, Designation, Seal & Stamp)

(Authorised signatory shall attach a copy of Authorisation letter/document for signing on behalf of Bidding company)

Important Note:

The particulars of experience indicated above shall be duly supported by experience certificate(s) issued by the Client in their Letter Head certifying the nature of work, period of contract, value of contract, whether work has been successfully completed etc.