



**Food Corporation of India, Zonal Office, North-East
Guwahati-781007**

E-Tender for Appointment of Firms of Chartered Accountant Firms constituting Partnership firm or a Limited Liability Partnership firm under two bid system for undertaking Internal Audit & Physical Verification of stocks in FCI ASSAM Region (Cluster II)

E- Tender for Appointment of Firms of Chartered Accountants

empanelled with Comptroller and Auditor General

for undertaking Internal Audit & Physical Verification

in FCI ASSAM Region (Cluster II)

Model Tender Form

Under Two-Bid System

PERIOD/SCOPE OF AUDIT: For Financial Year 2016-17, 2017-18 , 2018-19 & 2019-20.

Sr. No.	Unit	Scope	Financial Year
1	Regional Office	Transaction Audit	2016-17, 2017-18 , 2018-19 & 2019-20
2	District Office	Transaction Audit	2016-17, 2017-18 , 2018-19 & 2019-20
3	Depot Office	Transaction Audit	2016-17, 2017-18 , 2018-19 & 2019-20
4	Depot	PV	On date of commencement of Depot Audit

This document is non-transferable.

FOOD CORPORATION OF INDIA**ZONAL OFFICE: ZONAL OFFICE (NE), GUWAHATI**

INVITATION TO ONLINE TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF FIRMS OF CHARTERED ACCOUNTANTS EMPANELLED WITH COMPTROLLER & AUDITOR GENERAL FOR UNDERTAKING INTERNAL AUDIT & PHYSICAL VERIFICATION IN FCI ASSAM REGION (Cluster II)

Critical Dates Sheet:

Tender Publish Date/time	15.11.2019, 11:00 HRS
Document Download Start Date/time	16.11.2019, 11:00 HRS
Pre-bid meeting date/time	26.11.2019, at 12:00 HRS, FCI ZO (NE) Guwahati
Bid Submission Start Date/time	27.11.2019, 11.00 HRS
Document Download End Date/time	04.12.2019, 18:00 HRS
Bid Submission End Date/time	05.12.2019, 11:00 HRS
Technical Bid Opening Date/time	06.12.2019, 15:00 HRS

PLACE OF OPENING OF TENDERS	FCI ZO(NE), GL Publication Building, GS Road, Guwahati-781007
ADDRESS FOR COMMUNICATION	General Manager(Audit), FCI ZO(NE), GL Publication Building, GS Road, Guwahati-781007
PLACE OF PRE-BID MEETING	FCI ZO(NE), GL Publication Building, GS Road, Guwahati-781007

IMPORTANT NOTE:-

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in> / [eprocure/app](https://eprocure.gov.in/eprocure/app). Intending bidders who have not enrolled /registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at under the heading “**PROCEDURE FOR ONLINE TENDER**”.
- 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document in electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 3) The Tenderers shall deposit Tender processing Fee and Earnest Money Deposit as specified in the Tender Document. Tenders not accompanied by prescribed Earnest Money and Tender processing Fee will not be accepted. Tenders and supporting documents should be uploaded through e-procurement portal

Note:-

TENDER NOTICE NO:FCI ZO(NE)/IA&PV/OUTSOURCE/IA&PV/19-20/ASM.2

DATED: 15.11.2019

- A. The Executive Director (Zone) at Zonal Offices at his discretion, extend the bid submission date and such extension shall be binding on the tenderers.
- B. If the date, up to which the tender is open for acceptance, is declared to be a closed/holiday/Sunday, the tender shall be deemed to remain open for acceptance till next following working day, till the same time and at the same venue.

(TENDER INVITING AUTHORITY)

Invitation to Tender

FROM:

The Executive Director (Zone),
Food Corporation of India
Zonal Office(NE), Guwahati

To,

Dear Sir (s),

For and on behalf of the Food Corporation of India (hereinafter called the Corporation) the Executive Director (Zone), Food Corporation of India, invites Tenders under Two Bid System at Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) for appointment of firms of Chartered Accountants empanelled with Comptroller & Auditor General for a period of one year for undertaking Internal Audit (Transaction Audit, Physical Verification of Stocks) of Regional Office/District Offices/Depots of Assam Region (Cluster II). The period can be extended for another one year depending upon satisfactory performance of the Auditor at the sole discretion of FCI at the same terms & conditions.

Pre-bid meeting (also refer Clause 20 of MTF): FCI may hold a pre-bid meeting FCI ZO(NE), GL Publication Building, GS Road, Guwahati-781007 on 26th November'2019, 12:00 Hrs. Interested prospective bidders or their authorized representatives who wish to participate in the Tender enquiry may participate and seek any clarifications. FCI reserves the right to make any alterations in the bid document based on the suggestions/decisions arrived at the pre-bid meeting.

(Signature of Tender Inviting Authority)

INDEX

SL NO.	DESCRIPTION	PAGE NO.
1	Introduction	6
2	Brief Detail of the office to be Audited	6
3	Contract Period	6
4	Scope of Work	7
5	Submission of Report	9
6	Format of Report	9
7	Deployment of Officials	9
8	Procedure for Online Tender	9
9	Earnest Money Deposit & Tender processing Fee	12
10	Security Deposit	13
11	Other Terms & Conditions	14
12	Clarification and Amendments to Bid Documents	14
13	Opening of Bids	14
14	Bid Evaluation	15
15	Bid Evaluation Criteria	15
16	Award of Contract	15
17	Signing of Bid	15
18	Documents Comprising the Tender	16
19	Submission of Bid	16
20	Pre-Bid Meeting	16
21	Detailed Terms & Conditions	16
22	Negotiation	21
23	Disqualification Conditions	21
24	Confidentiality	22
25	Payment Schedule	22
26	Laws Governing the Contract & Dispute Resolution	22
27	Administrative Contract	22
28	Liability for Personnel/Statue	23
29	Force Majeure	23
30	Other Important Notes	24
31	Disclaimer	25
32	Annexure I – List of offices to be audited	A
33	Annexure II – Report Evaluation Statement	B-D
34	Annexure III – Presentation Format of Reports on A. Physical Verification of stocks, B. Transaction Audit of Hqrs./IFS/ZOs/ROs/AOs/Depots C. Format for Accounts Audit	E-J
35	Annexure IV – Appointment Letter	K-M
36	Annexure V – FCI Hqrs letter No. S&S/ SA/37 /1(28)/100%Wt./2003 dated: 26/03/2003 on method of PV (ISI method) (8pages)	N
37	Annexure VI- Duration of PV of Stocks & Transaction Audit (Allocation of Working Days)	O-P
38	Annexure VII – Circular No. 01/2019 dated: 24.01.2019	Q-R
39	Annexure VIII – Appointment Letter	S-T
40	Appendix I – Tender Application	U-V
41	Appendix II – Technical Bid	W
42	Appendix III - Price Bid/ BOQ	X

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION:

Food Corporation of India (FCI) is one of the premier organizations of the Government of India set-up under the Food Corporations Act, 1964 in order to fulfill the following objectives of the Food Policy:

- I) Effective price support operations for safeguarding the interests of the farmers.
- II) Distribution of food grains throughout the country for public distribution system and other Government of India schemes and
- III) Maintaining a satisfactory level of operational and buffer stocks of food grains to ensure National Food Security.

FCI primarily deals with procurement of food grains, specially wheat, paddy, raw rice and boiled rice for the Central Pool independently or in association with the State Governments and its agencies. Procurement of wheat and paddy is made under Price Support Scheme whereas rice is procured under levy as per levy orders issued by the State Governments. Depending on the deficit or surpluses in the stocks held and requirements, import/export of food grains is also undertaken from time to time by FCI.

FCI organization hierarchy consists of Headquarters, 1 Institute of Food Security, 5 Zonal offices, 25 Regional offices and approximately 163 District offices and about 2000 Depots across the country.

2. BRIEF DETAIL OF THE OFFICE TO BE AUDITED:

The list of offices which are required to be Audited is given in **Annexure I**. Major FCI Regions may be divided into more than one cluster, if need be, so that work allotted to any CA Firm is manageable. For each assignment, the Administrative Authority shall issue Assignment letter as per format given at **Annexure-VIII**.

2.1. SUPPORT AND INPUTS TO THE FIRM

FCI shall provide adequate office space to the Chartered Accountants Firm to perform its services. In terms of hardware, FCI will provide computers and printers to the C.A. firm. FCI will provide all primary data to the firm for carrying out the job listed in the scope of work.

3. CONTRACT PERIOD:

The period of Contract is for one year from the date of issue of appointment letter. However, the term can be extended for a further period up to a maximum period of one year, at the sole discretion of FCI, on the same rates, terms & conditions. FCI shall have the option to allot Audit of more than one financial year to the CA firms depending upon need of FCI & availability of adequate time for conducting Audit during the contract period. Notwithstanding anything contained herein above, FCI reserves the right to discontinue the services of Chartered Accountants firm in the event their services are evaluated below benchmark level at any time during the contract period. The evaluation of the firm shall be made as per the **Annexure-II** attached herewith.

4. SCOPE OF WORK:

The Detailed Function and Scope of Internal Audit & PV work will be as under:-

- A) The function of Internal Audit should include a critical review of the systems, procedures and operations as a whole rather than merely of transaction records. In general, the Internal Auditor is expected to render valuable assistance in the following fields:-
- i) To ensure that all the expenses incurred by the Corporation relates to the legitimate operations of the organization, which are in its best interests and are in accordance with the budget provisions.
 - ii) To verify the accuracy and propriety of the transactions. To ascertain the extent of compliance with the prescribed policies, plans, rules, regulations, systems and procedures.
 - iii) To review and make appraisal of the soundness, adequacy and application of accounting, financial and operating controls and suggest improvements therein.
 - iv) To review sanctions issued by the Management at various levels.
 - v) To scrutinize contracts and purchase orders.
 - vi) To detect cases of fraud, negligence and thefts by the employees of the Corporation as well as by third parties and to suggest ways and mean for its prevention.
 - vii) To conduct independent surprise Physical Verification of the stocks of foodgrains and other commodities/ articles held in the depots/offices, and to report on variations from the accounting records, which should preferably be with persons different from the custodians of the assets.
 - viii) To verify that sanctions for expenditure are accorded by the Competent Authorities in consultation with their associated finance.
 - ix) To review the systems regarding the custodianship and safeguarding of assets and ascertain the extent to which the assets of the organization are accounted for and safeguarded against losses of all kinds.
 - x) To ascertain the relevance and reliability of accounting and other data given to the management and to external offices.
 - xi) To examine the prescribed books of accounts along with subsidiary records to ensure that these are maintained properly.
 - xii) To review all statutory obligations compliances such as service tax, VAT, EPF etc.
 - xiii) Operations are conducted effectively and efficiently.
 - xiv) To ensure that all the transactions are in conformity with the various policies/provisions of the Food Corporations Act 1964.

- B) The scope of audit will include examination of all transactions with reference to the original documents/vouchers/books/files etc. and reporting on the deficiencies, noticed. The same transactions have to be examined from the angle of propriety. Details of the records to be verified are available in Internal Audit Manual, a copy of which would be made available to the Audit Firm. While conducting audit, the Auditor will look into the following special points:
- i) Whether the transactions are with reference to the approved policies and programs;
 - ii) Whether the prescribed procedures are followed;
 - iii) Whether the Corporation's financial and other interests were safeguarded prior to the conclusion of contracts or deals;
 - iv) Whether in the case of failures on the part of the contractor/supplier to perform his part of obligations under the terms of the contract/supply order, proper and adequate remedial action was taken in time by the authority who concluded the contract/placed the supply order and who was responsible for its execution;
 - v) All cases, where the associated finance was over-ruled may be examined in depth to find out and report the extent of irregularity/impropriety committed, if any;
 - vi) Whether the delegated powers have been exceeded;

However, for better appreciation of the scope of work to be undertaken, a questionnaire form, keeping the various areas to be looked into, has been prepared to make it more inclusive and would be obtain by auditor on award of the Contract. The auditor is expected to understand the nature of operations of the unit under review and cover all areas of operations.

- C) **Physical Verification of Stocks:** - For broader guidelines to undertake Physical Verification of Stocks refer to Headquarter Letter No. S&S / SA / 37 / 1 (28) / 100%Wt. /2003 dated: 26/03/2003 placed at **Annexure- V** and also Circular 1 / 2019 at **Annexure-VII**.
- D) **Duration of Physical Verification of Stocks, Transaction Audit:** -Number of days allowed for Transaction Audit / Physical Verification of Stocks reference shall be accorded to **Annexure-VI**. For commencement of audit and number of working days allowed for Audit of Accounts of different Accounting Unit; it shall be mutually consented with General Manager (Accounts) for Headquarters Genl. Manager/Chief Genl. Manager (A/cs) for Zonal Office and by Deputy General Manager (Accounts), for Regional Office.

5. SUBMISSION OF REPORT:

The Audit/P.V. Report, complete with all Key documents in hard copy are to be submitted to the Head of the Internal Audit division of the Zones who have been delegated with the power to accept the Audit Reports of the firms of Chartered Accountants of Zonal Offices/ Regional Offices/ District Offices and Depots under their Zone. A soft copy of the Audit/PV report in MS Word/Excel format may also be sent through email to the Zonal Office. Date of email of report will be considered as **“Report Submission Date”**. The Head of the Internal Audit of the Zonal Office would take a view on satisfactory completion of the assignment by the Firm or otherwise. Any omission/deficiency noticed in the Report, has to be made good by the Firm at their own cost.

A flash Report on detection of any serious irregularity also shall be submitted to the above referred authority immediately, without waiting for the audit to be over.

6. FORMAT OF REPORT:

While any fixed format of the Audit Report cannot be prescribed for all the offices as the same would be governed by audit findings on a case to case basis but the audit observation must be prepared in a presentable format which should essentially bring out the analysis of auditor on a particular area of review. The role of the CA firm as an Auditor should also be as an adviser to suggest improvement in the existing working procedure that can be taken into cognizance and contributes positively towards cost savings.

Presentation Format for Report on Physical Verification, Transaction Audit at ZO/RO/AO/Depot and Accounts Audit.

The reports may be prepared, to the extent possible, in the format enclosed as **Annexure- III**.

7. DEPLOYMENT OF OFFICIALS:

- a) The Audit firm has to deploy a team of two auditors consisting of at least one qualified Chartered Accountant and the other auditor should be at least having passed the Intermediate examination of the ICAI.
- b) Partner of the firm may visit the office being audited, during the course of the Audit. However, the reimbursement of T.A/Lodging shall be restricted to one visit only.
- c) The staff deployed would remain unchanged till the Audit of District Office/Regional Office and the Audit & PV of the depots and discussions with the Administrative Head of Auditee Office are completed.

8. PROCEDURE FOR ONLINE TENDER:

- i) The offer should be submitted under Two Bid System:
 1. A-Technical Bid
 2. B-Price Bid
- ii) FCI is using services of Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>, for appointment of firm of Chartered Accountants.
- iii) The detailed Tender document along with Instructions to the Contractors/Tenderers for the e-submission of the bids can be viewed and downloaded from e-Procurement website

<https://eprocure.gov.in/eprocure/app> or FCI website: www.fci.gov.in. (For downloading of document only.)

- iv) Tender must be electronically submitted (on-line at <https://eprocure.gov.in/eprocure/app>) within the prescribed date and time as mentioned in the e-Procurement portal/ as mentioned in the Critical Date Sheet. Hard copy of the Tender documents will not be accepted at this stage.
- v) Possession of valid Digital Signature Certificate (DSC) and registration of the contractors/Tenderers on the e-procurement/e-tender portal is a prerequisite for e-tendering. The details are available at <https://eprocure.gov.in/eprocure/app>
- vi) Tenderer should do the registration in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the Tenderers should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/Tenderers through email-id provided.
- vii) Tenderer need to login to the site through their user ID/ password chosen during registration.
- viii) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- ix) The DSC that is registered only should be used by the Tenderer and should ensure safety of the same.
- x) Tenderer may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- xi) After downloading / getting the tender document/schedules, the Tenderer should go through it carefully and then submit the documents as stipulated, otherwise bid will be rejected.
- xii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Tenderer should take into account the corrigendum published before submitting the bids online.
- xiii) Tenderer then logs in to the site through the secured login by giving the user id/ password chosen during registration and then by giving the password of the e-Token/Smart Card to access DSC.
- xiv) Tenderer selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- xv) From my tender folder, he selects the tender to view all the details indicated.
- xvi) It is construed that the Tenderer has read, understood and accepted all the terms and conditions before submitting their offer. Tenderer should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

- xvii) Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Tenderers Bid documents may be scanned with minimum 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.
- xviii) If there are any clarifications, this may be obtained through the site or visiting Office of Audit Head at Zonal / Regional Office or during the pre-bid meeting before the date of opening of the bid. Tenderer should take into account any corrigendum/addendum published from time to time and such modifications will be binding on the tenderer notwithstanding whether the Tenderer has uploaded his bid document or not.
- xix) Bidder should submit the Tender Processing Fee/ EMD as specified in the tender in the form of RTGS/NEFT/Fund Transfer in FCI Account No**10824154508**, IFSC Code: **SBIN0000078**, Bank Name & Branch **State Bank of India, Guwahati Branch, Panbazar-1**. Scanned copy of the proof of payment i.e. UTR number/Fund transfer challan should be uploaded as part of the Proof of Payment along with the Technical Bid. While submitting the bids online, the Tenderer should read the terms & conditions and accepts the same to proceed further to submit the bid packets.
- xx) The Tenderer has to digitally sign and upload the required bid documents one by one as indicated. Tenderers to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read and accepted all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements as specified in the tender document.
- xxi) The Tenderer has to upload the stipulated documents as indicated in the MTF, failing which the bid will be rejected.
- xxii) The price bid format is provided in a spread sheet file like Bill of Quantity (BOQ.xls), the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template shall not be modified/ replaced by the Tenderer; else the bid submitted is liable to be rejected for this tender.
- xxiii) The Tenderers are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Tenderers at the eleventh hour.
- xxiv) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the Tenderer and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

- xxv) The time settings fixed in the server & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Tenderers should follow this time during bid submission.
- xxvi) All the data being entered by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- xxviii) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xxix) The Tenderer should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- xxx) For any queries regarding e-tendering process, the Tenderers are requested to communicate before opening of the Tender using the contact details as provided in the tender document. Simultaneously, for any further queries related to technical issues, the Tenderers are asked to contact over phone: 1800-233-7315 or send a mail over to – cphp-nic@nic.in. Non receipt of response/clarification shall not be a ground for extension of time of bid submission or cancelling the bid process.
- xxxii) The Technical Bids will be opened at prescribed time and date as mentioned in the critical date sheet.
- xxxiii) FCI may at any time prior to the opening of the Tender and for any reason, whether at its own initiative or in response to any on-line query sought by a Tenderer modify the Tender document by way of an addendum/corrigendum to the original Tender and such modification will be binding on all Tenderers.
- xxxiiii) The addendum/corrigendum would be uploaded on [https:// eprocure.gov.in](https://eprocure.gov.in) / [eprocure /app](https://eprocure.gov.in) and www.fci.gov.in. In order to afford the prospective Tenderer to take into account the modification or for any other reasons, FCI may, at its discretion extend the due date for submitting the Tender.

9. EARNEST MONEY DEPOSIT & TENDER PROCESSING FEE

The Tenderers shall furnish Earnest Money Deposit (EMD) of Rs.20000/- (Rupees Twenty Thousand Only) and Tender Processing Fee of Rs.500.00+ Rs.90.00 (applicable GST) =Rs.590.00 which must be submitted electronically through NEFT/RTGS/other electronic means to the FCI Bank **Account No.10824154508, IFSC code: SBIN0000078, Bank Name &Branch: State Bank of India, Guwahati Branch, Panbazar-1**. The Tenderer has to indicate transaction no. (UTR No.) of such payments in the Tender and scan and upload the copy of the same with the Technical Bid. Non-submission of EMD & Tender Processing Fee will lead to rejection of the Tender. The EMD of unsuccessful Tenderers shall be returned to

them at the earliest but not later than a month of final award of contract and shall carry no interest. EMD in case of successful Tenderer shall be automatically converted towards Security Deposit. In case the Tenderer resile, or modifies their offer after submitting the Tender, for any reason whatsoever during the Tender process, or any of the information furnished by them is found to be incorrect or false, the Earnest Money deposited by them is liable to be forfeited, without prejudice to any other rights and remedies of FCI under the Contract and Law and the Tenderer will also be debarred from participating in any other Tender Enquiry with FCI for a period of five years.

10. SECURITY DEPOSIT

The successful tenderer, after adjusting the EMD amount, shall deposit with FCI an amount equivalent to 5% of the Contract value in the form of Demand Draft issued by a Scheduled bank or any other electronic mode such as RTGS/NEFT etc as Security Deposit within 15 working days from the date of award of contract. The Contract Value shall be calculated by Zonal Office/ Hqrs. on the basis of rate quoted by the bidder, number of units for which audit is to be conducted and capacity of depots for which Physical Verification is to be carried out as given in the Annexure I during the contract period of two years. EMD in case of successful Tenderer shall be automatically converted into Security Deposit.

The successful tenderer has also the option to deposit within 15 working days from the date of award of contract, an amount equivalent to 50% of security deposit after adjusting the amount of EMD converted into Security Deposit in FCI bank account through RTGS/NEFT. Balance 50% of the Security Deposit may be paid by the successful tenderer by deductions @ 10% from the admitted bills. The security deposit shall not earn any interest.

If the successful Tenderer having been called upon by the FCI to furnish the stipulated Security Deposit fails to do so within the specified period, his EMD is liable to be forfeited and it shall be lawful for the FCI to cancel the contract. The Tenderer will also be debarred from participating in any other Tender Enquiry with FCI for a period of five years.

The security deposit will remain with FCI throughout the period of contract and three months thereafter and shall carry no interest.

If the successful Tenderer fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the FCI to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Tenderer or to appropriate the Security Deposit furnished by the Tenderer or any part thereof towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the Corporation. Further, it shall be lawful for the FCI to cancel the contract.

11. OTHER TERMS & CONDITIONS:

- i) The offer shall remain open for acceptance till 05.01.2020. FCI shall at its discretion extend the date of acceptance of tender by another fifteen days i.e. up to 20.01.2020 which shall be binding on the tenderer. Any tenderer not keeping the offers open for the prescribed period shall be summarily rejected.
- ii) Incomplete offer/offers not conforming strictly to the prescribed Tender forms and terms & conditions and instructions shall not be considered and shall stand summarily rejected. The Tender will be automatically closed after the date and time as mentioned in the e-Procurement platform.
- iii) Tenderer/Contractor is advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.
- iv) Tenderer may all the time can modify and correct or upload any relevant document in the portal till the last date and time of Tender submission, as published in the e-procurement portal.
- v) Withdrawal of bids is not allowed, once bids are submitted.
- vi) The firm is not allowed to subcontract the assignment.

12. CLARIFICATION & AMENDMENTS TO BID DOCUMENTS :-

- i. Corporation may, at its discretion, seek from any or all bidders, clarification(s) in respect of any particulars furnished in their offer. The request of such clarifications and the response will be in writing to be submitted within the stipulated time.
- ii. Corporation at its sole discretion may ignore minor omission in the submission of Technical Bid such as omitting to give number on a page etc. or may require any Bidders to rectify any such discrepancies noticed in the Technical Bids submitted by them in the interest of increasing the competition. It is further clarified that no new document shall be accepted.

13. OPENING OF BIDS:-

FCI will open the Technical Bid of all Tenderers received through e-procurement portal on the specified date and time. The Tenderers can view other Tenderers in the e-Procurement platform after opening of the Tender. However, they are at liberty to be present personally or through their authorized representative at FCI office at the time of opening of the Tender along with the bid acknowledgement receipt generated by the system after successful bid submission. In the event of the specified date of Tender opening being declared a holiday for FCI, the Tenders will be opened on the next working day but there will be no change in the time for opening as indicated in the Tender.

14. BID EVALUATION :-

- i) A list of Tenderers who qualify the Technical Bid will be available in the e-procurement portal.
- ii) FCI will open the Price Bid of all technically qualified Tenderers received through e-procurement portal on the specified date and time which will be intimated to the Tenderers. The Tenderers can view the Price Bids of other Tenderers in the e-Procurement portal after opening of Price Bids.

15. BID EVALUATION CRITERIA :-

- i) The evaluation committee after determining whether the Price Bids are complete and without errors shall determine the lowest Price Bid (L-1) for award of contract. Selections of Bidders are entirely at the sole discretion of FCI and FCI shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- ii) Bidders are required to quote for all items of works. In case bidder does not quote for any item his bid will be summarily rejected.
- iii) Work will be awarded to lowest bidder on consolidated quote basis for all items of IA work and not item-wise.

16. AWARD OF CONTRACT.

- i) The job will be awarded to the successful L-1 Bidder through issue of an Appointment Letter by post / fax / e-mail refer **Annexure-IV**.
- ii) If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the contract and/or expiry of the contract the Security Deposit /Earnest Money Deposit of the Contractor will be forfeited without prejudice to any other rights and remedies of the Corporation under the Contract and Law.

17. SIGNING OF BID:-

- i) Person or persons signing /submitting the Bid shall state in what capacity he is or they are signing/submitting the Bid.
- ii) In the case of a Partnership Firm and Limited Liability Partnership firm, the names of all the partners shall be disclosed and the Bid shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract.
- iii) The persons competent to sign/submit the Bid Form or any document forming part of the Bid on behalf of another or on behalf of a Firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person or the Firm as the case may be, in all matters pertaining to the contract. If the person so signing the Bid fails to produce the said Power of Attorney, his Bid shall be liable to be summarily rejected without prejudice to any other right of the Corporation under the Contract and Law. The "Power of Attorney" should be signed by all the partners in the case of

partnership concern or Limited Liability Partnership firms on a non-judicial stamp paper and should be registered or notarized.

18. DOCUMENTS COMPRISING THE TENDER

The tender shall comprise of all its **Appendices** and all supporting documents and attachments including NIT. The Bids complete in all respect including Tender, all attachments, and supporting documents as prescribed in this Tender Document shall be uploaded by the authorized signatory as stipulated in the Tender. Hard copy of the tender documents will not be accepted repeat will not be accepted at this stage.

The filled and signed tender attachments and supporting documents are to be scanned and uploaded at the space/packet provided in the CPP portal. All documents should be page-numbered. The original/attested copies of the attachments will be collected on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.

Check-list for Tender should be filled and enclosed.

19. SUBMISSION OF BID:

Bidder/Tenderer shall submit the bids electronically, before the last date & time, as notified in critical date sheet. FCI may extend the deadline for submission of Tenders by issuing an amendment in which case all rights and obligations of FCI and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

The onus of ensuring fulfilment of the eligibility condition would be on the tenderer and the Tender of anyone, if subsequently found ineligible would be summarily rejected.

20. PRE-BID MEETING: FCI may hold a pre-bid meeting at FCI ZO(NE), GL Publication Building, GS Road, Guwahati-781007 on 26th November'2019, 12:00 Hrs

21. DETAILED TERMS & CONDITIONS:-**A. WHO CAN APPLY**

Firm of Chartered Accountants empanelled with Comptroller & Auditor General as on the date of applying which is either a Partnership firm or a Limited Liability Partnership (LLP) firm holding a certificate of practice issued by The Institute of Chartered Accountants of India may participate in the bid by furnishing the copy of Registration of the Firm with ICAI.

B. TECHNICAL ELIGIBILITY CRITERIA:

1. The Chartered Accountant firm should be empaneled with Comptroller and Auditor General (C&AG), as on the date of submission of Technical Bid (Copy of self-declaration or self-certified empanelment letter to be enclosed).
2. The firm should have its office or any branch office in the State of Assam. (A self-certified list of all offices of the firm with complete address and contact numbers is required).
3. Bidder shall have in its own name with the concerned authority:-
 - a) Permanent Account No. of the firm/ LLP (self certified copy to be enclosed)
 - b) GST Registration No. of the firm/LLP (self certified copy to be enclosed)
4. Registered or Notarised Power of Attorney duly signed by all the partners, if the bid is not signed by all the partners.

If the Bidder fails to submit any of the above listed documents, the bid would summarily be rejected.

Bids of the Tenderers fulfilling the above technical criteria shall only be considered for opening of Price Bid. The format in which scanned copy of summary of Technical Bid is to be applied or uploaded is placed at ***Appendix-I & II.***

C. PRICE BID:

A consolidated fee excluding GST shall be quoted for three different works, in the Price Bid Performa as given in ***Appendix-III*** for following services:-

I. Transaction Audit

- a) Transaction Audit of Regional Office
- b) Transaction Audit of District Office
 - High Turnover Area Offices (Turnover \geq 10.5 Lakh MT p. a)
 - Area Office (Turnover $<$ 10.5 Lakh MT and $>$ 3.5 lakh MT p.a)
 - Low Turnover Area Offices (Turnover \leq 3.5 Lakh MT p.a)
- c) Transaction Audit of Depot Office
 - Upto 50,000 MT
 - 50,000 MT to 100,000 MT
 - Above 1 Lakh MT

II. Physical Verification of Stocks

- i. Up to 5000 MT
(4 working days)
- ii. Additional 5000 MT
(1 additional working day)

Important Note: -

While quoting rates in the Price Bid, bidders are expected to take into consideration following factors:-

- i) All rates will be treated as firm price for the period of the contract. No escalation whatsoever shall either be claimed or considered.
- ii) One, to and fro T.A for each Audit Team Member and lodging / D.A during the stay exclusively for FCI Audit shall be reimbursed treating the eligibility of an Assistant at par with that of Managers of FCI, qualified Chartered Accountant at par with Assistant General Manager of FCI and Partner at par with Deputy General Manager of FCI.
- iii) The bidder is expected to offer a **consolidated fee** for Audit of different offices and Physical Verification of stocks which should include all expenses towards Professional fees, Local Conveyance and any other incidental / contingent expenses thereto, all taxes (except GST). GST on consolidated fee would be paid extra at applicable rates. No other claim (except mentioned at pt. ii) of the Auditor would be entertained. The Rates shall be quoted in Indian currency in both Figures and Words. In case of difference Figures and Words, the amount in Words shall be treated as final.
- iv) Remuneration payable to auditors will be assignment-wise in proportion to their quoted rate for corresponding assignment.
- v) While the bidder is required to quote fee towards Physical Verification of stocks in godown on the basis of Storage Capacity as prescribed above, actual payment of fee towards Physical Verification of foodgrain stocks and other items shall be regulated on the basis of quantity of foodgrain stock held in the godown on the date of commencement of Physical Verification (PV) irrespective of capacity of godown.
- vi) Transaction Audit would be assigned for a period of one year i.e., 12 months for which Price-Bids are invited. In case Transaction Audit is assigned for period beyond one year to the Audit Firm, the working days for such audit would be enhanced to the extent of 50% proportionately for the period ignoring any fraction for eg. the Transaction Audit is assigned for a period of 17 months and the period of assigned for 1 year Transaction Audit of Regional Office is 15 days (as stated in **Annexure-VI**), then the days allocated for such audit would be 15 days+ 50%(5/12*15) i.e., 18 days.

Similarly in such cases the fee shall also be enhanced in proportion to the increase in number of days for eg. if the Audit fee quoted is Rs. 100/- for Transaction Audit for 15 days then the fee for 17 months (for which number of days allotted is enhanced to 18 days) would be $100 \times (21/15)$ i.e., Rs. 120/-

- vii) In the price bid "**Appendix-III**" i.e BOQ against the particular "Physical Verification of Stocks up to 5000 MT", fee for one year of audit per unit for PV of depots for 1st 5000 MT Stocks held is to be quoted. Against the particular "additional 5000 MT", annual fee per unit for every additional capacity of 5000 MT is to be quoted.

For computing number of additional units, depots having stockholding up to 2500 MT above the last 5000 MT is to be ignored and above 2500 MT over the last 5000 MT be taken as one

additional unit. For better clarity about the method followed for working out number of units of Price Bid (**Appendix- III**), following illustration has been given:-

Illustration

If under a particular Regional Office there are 3 high turnover District Offices and 10 depots with storage capacity ranging from 8340 MT to 82200 MT as shown in the table below, number of units shown under row 5.01 of price bid would be 10 and number of units under row 5.02 of the price bid would be 55.

FCI District Office	Godowns	Approx. Stock Position (in MT)		Total Stock Position (in MT)	As per MTF number of units to be shown under	
		Covered	CAP	Covered + CAP	Under Row II (i)	Under Row II (ii)
Aligarh	Aligarh	12500		12500	1	1
	Harduaganj	82200	4650	86850	1	16
	Etah	11890		11890	1	1
	Kasganj	9160		9160	1	1
	Hatras	13360	840	14200	1	2
	Mathura	13100		13100	1	2
	Kosikalan	58100	20000	78100	1	15
Azamgarh	Azamgarh	22300	4620	26920	1	4
Allahabad	Naini	51970	10910	62880	1	12
	Fatehpur	8340		8340	1	1
	Total				10	55

Thus the number of units in the price bid under column 4 of **Appendix-III** is shown as under:-

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: The Executive Director (Zone)/ Executive Director (Internal Audit) at Hqrs.

Name of Work: Internal Audit of FCI Offices and Physical Verification of Foodgrain stocks

Ref No: file number to be inserted

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	No. of Units	Units	BASIC RATE In Figures To be entered by the Bidder in(fees for one year of audit per unit Rs. P	TOTAL AMOUNT in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Transaction Audit of Hqrs/IFS/Zonal Office	0	Nos		0.00	INR Zero Only
2	Transaction Audit of Regional Office					
2.01	High Turnover Regional Offices (Turnover >= 54 Lakh MT p.a)	0	Nos		0.00	INR Zero Only
2.02	Regional Office (Turnover <54 Lakh MT and >18 lakh MT p.a)	1	Nos		0.00	INR Zero Only
2.03	Low Turnover Regional Offices (Turnover <=18 Lakh MT p.a)	0	Nos		0.00	INR Zero Only
3	Transaction Audit of District Office					
3.01	High Turnover Area Offices (Turnover >= 10.5 Lakh MT p. a)	3	Nos		0.00	INR Zero Only
3.02	Area Office (Turnover <10.5 Lakh MT and >3.5 lakh MT p.a)	0	Nos		0.00	INR Zero Only
3.03	Low Turnover Area Offices (Turnover <=3.5 Lakh MT p.a)	0	Nos		0.00	INR Zero Only
4	Transaction Audit of Depot Office					
4.01	Turnover Upto 50,000 MT	7	Nos		0.00	INR Zero Only
4.02	Turnover 50,000 MT to 100,000 MT	3	Nos		0.00	INR Zero Only
4.03	Turnover Above 1 Lakh MT	0	Nos		0.00	INR Zero Only
5	Physical Verification of Stocks					
5.01	Upto 5000 MT	10	Nos		0.00	INR Zero Only
5.02	Additional 5000 MT	55	Nos		0.00	INR Zero Only
6	Accounts Audit of D.Os/R.Os/ZOs/IFS/Hqrs	4	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

No. of Units to be filled by Hqrs. / Zone.

- i) The auditor is expected to check availability of stock at the depot before proceeding for Physical Verification. If there is no foodgrain stock in the godown then the auditor is expected to reschedule the PV program in consultation with the concerned Regional Office of FCI.
- ii) No claim towards reimbursement/payment of any nature of expense would be entertained if the auditor is required to revisit Regional Office/District Office/depots for completion of any unfinished assignment or to collect any missing information or revisit any office of FCI in the event of submission of an unsatisfactory Audit/PV report. All expenses towards such revisit shall have to be borne by the Auditor.
- iii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ format with the tender document. The same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the green colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. Price bid format is provided in .xls format along with this tender document. Bidders are advised to download and quote rates and upload it in the site at the respective locations.

22. NEGOTIATION

FCI will not conduct any negotiation on the price quoted by any of the tenderer at any stage who participates in this tender.

23. DISQUALIFICATION CONDITIONS

- i) Tenderer, who have been blacklisted or otherwise debarred by FCI or any department of Central or State Government or any other Public Sector Undertaking, will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklist or debarment whichever is later.
- ii) Any Tenderer whose contract with Food Corporation of India, or any department of the Central or the State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during the last five years, will be ineligible.
- iii) Tenderer who's Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- iv) If the any of the partners of the Tenderer Partnership/LLP firm have been, at any time, convicted by a Court of an offence and sentenced to imprisonment for a period of three years or more, such Tendered will be ineligible.
- v) 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 a director of a Company etc.) will render the Tenderer disqualified.

- vi) A Hindu Undivided Family (either as a proprietor or partner of a Firm) shall not be entitled to apply any tender submitted in the capacity of the Hindu Undivided Family (either as a proprietor or partner of a Firm) shall be summarily rejected.

24. CONFIDENTIALITY

- i. Information relating to the examination, clarification and evaluation of the records data / file submitted during the course of Audit should be confidential and shall not be disclosed to other person / entity.
- ii. Maintaining the confidentiality of data / records / file examined / evaluated during audit is prime responsibility of the selected Audit Firm.

25. PAYMENT SCHEDULE

Payment shall be released unit-wise (District office/Depot/Regional Office) after satisfactory completion of Audit and Acceptance of Report. On satisfactory completion of the assigned job and submission of the Internal Audit /Physical Verification report to the Zonal head (IA) at ZO (NE) Guwahati and after decision on satisfactory completion of the Assignment, payment shall be released by respective Regional office, FCI within 15 days of date of acceptance of report. Payment shall be made by way of NEFT/RTGS in INR for which necessary bank details shall be provided by the Tenderer. Statutory deductions, as applicable, will be made by the FCI from the bills.

26. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION

- i. The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of the Contract will be settled in the Court of Law of competent jurisdiction.
- ii. The parties to the contract may endeavor to resolve any disputes arising out of this contract through mutual consultations through the intervention of concerned Executive Director (Zone), failing which, the parties shall be at liberty to approach court of law of competent jurisdiction.

27. ADMINISTRATIVE CONTACT:

All communications concerning the Administrative issues of this tender should be directed to the Coordinator listed below:

NAME	General Manager(IA)
ADDRESS	FCI ZO(NE),GL Publication Building, GS Road, Guwahati-781007
PHONE	0361-2522203
FAX	0361-2526238
EMAIL	agmiapvne.fci@nic.in

28. LIABILITY FOR PERSONNEL/STATUE:

- a) All persons employed by the firm shall be engaged by him as own employees/article clerks and all rights and liabilities under the workmen's compensation Act, or Employees Provident Fund Act, and other applicable enactments in respect of all such personnel shall exclusively be that of the firm. The firm shall be bound to indemnify the Corporation against all the claims whatsoever in respect of its personnel under the Workmen s Compensation Act, 1923, or any other statutory law for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the firm or not.
- b) Contractor shall also comply with all Rules and Regulations/Enactments made by the state Govt. /Central Govt. /ICAI from time to time pertaining to the Contract.

29. FORCE MAJEURE:

A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party 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 Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

(a) PROCEDURE FOR FORCE MAJEURE:

If Audit Firm claims relief on account of a Force Majeure, then the audit firm claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within 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 FCI in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the firm's obligations under this contract. Upon cessation of the situation which led to a firm claiming Force Majeure under this section the firm shall within seven days thereof notify the Corporation in writing of the cessation and the Consultant shall as soon as practicable thereafter continue performance of all obligations under this contract but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

(b) PROLONGED FORCE MAJEURE:

In the event Force Majeure continuously impedes or prevents a firm's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the firm, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this contract or to terminate this contract.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The firm is entitled to payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the FCI in this regard will be final.

Following conditions shall not be treated as Force Majeure:

- (1) Resignation/Termination/Death/absence of any employee/s or Key Personnel/s.
- (2) Any change in statutory requirements.

30. OTHER IMPORTANT NOTES:

- i) The Food Corporation of India reserves the right to accept or reject any or all Tenders / to scrap this Tender enquiry at any stage without assigning any reason/notice whatsoever and will not be liable for any costs incurred by the indenting Tenderers.
- ii) The offers submitted would be governed by all the terms & conditions as laid down in the Tender form and the terms & conditions indicated herein.
- iii) Neither FCI nor NIC shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues, at Tenderers end.
- iv) In case of any clear indication of cartelization or express or implied, anti-competitive agreements between the tenderers 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 may reject the relevant Tenders, recover the losses as assessed by the authority arising out of such anti-competitive practices.
- v) Corporation may, at its discretion, seek from any or all tenderer, clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing.
- vi) Corporation at its sole discretion may ignore minor omission in the Technical Bid such as omitting to give number on a page etc. in the interest of increasing the competition.

- vii) The tenderers shall bear all costs associated with the preparation and submission of its tender and the FCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- viii) Prior to the detailed evaluation of Tenders, it will be determined whether each Tender is responsive to the requirements of the Tender documents.
- ix) Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer might incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his Tender liable to rejection.
- x) Conditional Tenders or Tenders which are not submitted strictly in accordance with the Tender terms are liable to be rejected.
- xi) The Auditor/firm shall not sublet, transfer or assign the job or any part thereof.
- xii) If the firm fails to execute the assignments or any part thereof within the period fixed for such execution or at any time repudiates the contract before the expiry of such period on the ground of dissolution/insolvency of firm/any partner or commits any breach of the contract not herein specifically provided for, the Corporation may terminate the contract or a portion thereof.
- xiii) The contract will be governed by the laws in India for the time being in force. In case of any disputes arising out of this contract will be dealt in the Court of competent jurisdiction.

31. DISCLAIMER :

This Tender Form is not an offer by the Corporation, but an invitation to receive response from eligible interested bidders for undertaking Internal Audit & Physical Verification of stock in FCI Offices as per Annexure I. No contractual obligation whatsoever shall arise from the Tender process unless and until formalities regarding award of contract is executed by the Corporation /the successful bidder. This document should be read in its entirety.