

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-06-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-06-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs
Department Name/विभाग का नाम	Department Of Home
Organisation Name/संगठन का नाम	Freedom Fighters Rehabilitation Division
Office Name/कार्यालय का नाम	Enemy Property
क्रेता ईमेल/Buyer Email	js.negi65@nic.in
Item Category/मद केटेगरी	Financial Audit Services - Audit report, As per RFP; CAG Empaneled Audit or CA Firm
Contract Period/अनुबंध अवधि	3 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	120 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	100000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	5

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

DDO Ministry of Home Affairs
8th Floor, Cash-I, Ministry of Home Affairs, NDCC-II Building, Jai Singh Road, New Delhi-01
(Ddo)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in

the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. 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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

Price break up format - [1747910629.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1747908481.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	25	View File

Total Minimum Qualifying Marks for Technical Score: 25

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:NDCC-II, Jai Singh Road, New Delhi-01

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
29-05-2025 15:00:00	NDCC-II, Jai Singh Road, New Delhi-01

Financial Audit Services - Audit Report, As Per RFP; CAG Empaneled Audit Or CA Firm (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Scope of Work	Audit report , As per RFP
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Internal Audit

Specification	Values
Category of Work under Financial Audit	Internal control of financial , Deterring , Investigating fraud , Compliance with law & regulations , Governance of company , Review system & processes , Internal Control over Financial Reporting , As per RFP
Type of Industries/Functions	As per RFP
Frequency of Progress Report	Weekly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	NA
State	NA
District	NA
Addon(s)/एडऑन	
Post Financial Audit Support	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	JITENDER SINGH NEGI	110001,NDCC-II Building, Jai Singh Road	1	N/A

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

1. Generic

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

2. Buyer Added Bid Specific ATC

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

FFR Division of Ministry of Home Affairs invites proposals from limited bidders (as listed below in the table) who are CAG empanelled reputed auditing firms to conduct the forensic audit of the sale of Enemy properties through e-auctions conducted by the Custodian of Enemy Property for India (hereafter referred to as CEPI) since September, 2023.

Names of the participating firms for this limited tender

Sl. No.	FIRM NAME	ICAI REG NO
1	S N DHAWAN & CO	000050N
2	DASS GUPTA & ASSOCIATES	000112N
3	S C V & CO	000235N
4	WALKER CHANDIOK & CO	001076N
5	K G SOMANI & CO	006591N
6	A S A & ASSOCIATES	009571N
7	A R & CO	002744C
8	S A R C & ASSOCIATES	006085N
9	A P T & CO	014621C
10	GOYAL PARUL & CO	016750N

Only the firm mentioned in para 1.1 of this RFP are eligible to participate in this tender. Bids from other firms will not be evaluated.

Disclaimer/अस्वीकरण

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for

[attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. 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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Request for Proposals:
Engagement of Auditors for Forensic Audit of the sale of Enemy Properties

1. BACKGROUND

- 1.1 FFR Division of Ministry of Home Affairs invites proposals from limited bidders (as listed below in the table) who are CAG empanelled reputed auditing firms to conduct the forensic audit of the sale of Enemy properties through e-auctions conducted by the Custodian of Enemy Property for India (hereafter referred to as CEPI) since September, 2023.

Names of the participating firms for this limited tender

Sl. No.	FIRM NAME	ICAI REG NO
1	S N DHAWAN & CO	000050N
2	DASS GUPTA & ASSOCIATES	000112N
3	S C V & CO	000235N
4	WALKER CHANDIOK & CO	001076N
5	K G SOMANI & CO	006591N
6	A S A & ASSOCIATES	009571N
7	A R & CO	002744C
8	S A R C & ASSOCIATES	006085N
9	A P T & CO	014621C
10	GOYAL PARUL & CO	016750N

- 1.2 The Custodian of Enemy Property for India, an attached office of MHA has been tasked with the monetization of Enemy Properties spread across India through MSTC portal.
- 1.3 The aim of the audit is to verify whether all applicable rules, guidelines and processes have been complied with and the enemy properties have been sold in the best interest of the government without any irregularities. The auditor is also expected to give suggestions to make the auction process of enemy properties fair, transparent, accountable and speedy.

2. SCOPE OF WORK & TERMS OF REFERENCE

- 2.1 The auditor will be required to perform audit in accordance with the Terms of Reference as specified below -
- (i) To conduct the audit of all enemy properties for which valuation has been done with an objective to place them for e-auction (approx. 407 properties).
 - (ii) To verify whether all applicable rules, guidelines and processes have been complied with and the enemy properties have been sold in the best interest of the government.
 - (iii) To check whether valuation/base price fixation of enemy properties has been done correctly.

- (iv) To assess whether organization's internal controls/processes/mechanism are adequate to prevent irregularities.
- (v) To investigate whether any fraud/embezzlement/irregularity has been done in the sale of enemy properties.
- (vi) Suggest measures for having an efficient and transparent mechanism for monetization of enemy properties and also robust internal processes to prevent any irregularities and frauds in future.

3. AUDITING PROCESS

The Auditing Firm shall be required to follow the auditing process as specified below -

- (i) The selected Firm will be required to visit Delhi Headquarters and Branch Offices of CEPI (Mumbai, Kolkata, Lucknow) and examine relevant rules and guidelines.
- (ii) The Firm will be required to physically visit all 12 high value enemy properties valued over Rs 1 crore (Mumbai – 02, Chennai – 03, Kolkata -01, Badaun -01, Shamli- 01, Sitapur -01, Amroha - 01, Almora -01, Nagpur-01). For EPs valued less than Rs 1 crore, a sample field survey will be done for 20% properties which will be jointly identified by the FFR Division and Auditing Firm. During these field visits, if any signs of irregularity are noted, more such visits can be made as per the need.
- (iii) Examine the valuation reports and cross check with market rates prevalent in the area.
- (iv) To examine whether identification of properties for auction was done in a fair and transparent manner.
- (v) Whether sufficient information was available with potential bidders regarding auction and wide publicity was given to the auction.
- (vi) To look for any signs of cartel formation with an intention to skew the bidding process.
- (vii) Whether successful bidders include any ineligible person as per rules.
- (viii) The Auditing Firm will give weekly updates on the progress made to MHA.

4. ELIGIBILITY CRITERIA

- 4.1 Only the firm mentioned in para 1.1 of this RFP are eligible to participate in this tender. Bids from other firms will not be evaluated.
- 4.2 The auditing firm should be empaneled with CAG.
- 4.3 The Firm should not be blacklisted by any government or PSU.

5. SUBMISSION OF BIDS

- 5.1 Proposals/bids are to be submitted on GeM as per the following directions:

5.1.1 TECHNICAL BID

- (i) An amount of Rs. 1,00,000/- (Rupees One Lakh only) towards Earnest Money Deposit (EMD) will have to be paid through Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment

online in an acceptable form payable in favour of 'DDO', Ministry of Home Affairs. The EMD paid by the Bidder shall not carry any interest.

- (ii) Covering letter must be on letter Head of bidder Firm.
- (iii) Authority letter authorizing the person of the bidder to sign the proposal and other documents.
- (iv) Bid along-with all schedules, certificates & Annexure, duly filled, signed and stamped, by authorized signatory of Bidder as per Format at Annexure-I.
- (v) Confidentiality Undertaking in the Format at Annexure - II.
- (vi) Certificate on unconditional bid in the format at Annexure III. Please note that conditional bids shall be summarily rejected.
- (vii) Affidavit regarding non-blacklisting and no conflict of interest as per Annexure - IV.
- (viii) Certificate that in case of selection as successful bidder, a Performance Bank Guarantee amounting to 5% of the fee quoted shall be submitted by such bidder in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. Performance Bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the auditing firm.

5.1.2 FINANCIAL BID

Bidder should furnish financial bid in the format as per Annexure - V.

5.1.3 REQUIREMENT FOR FINANCIAL BIDS:

- (i) The Bidder is required to quote a fixed lumpsum fee including all taxes (excluding travel & stay expenses mentioned in point-iv of this para) as per the format in Annexure-V.
- (ii) In case of any mismatch between figures and words, the fee quoted in words will be taken as correct for all purposes, including evaluation of financial bids.
- (iii) The fee and other charges quoted by the bidder shall be unconditional and remain FIXED till completion of assignment.
- (iv) All expenses would be borne by the auditing firm. However, for visits outside Delhi, travelling and stay expenses will be reimbursed by MHA on production of bills as per rates admissible to Deputy Secretary (for properties valued above Rs 1 cr) or Under Secretary (for properties valued below Rs 1 cr).
- (v) The Bidders will be liable to pay all taxes/cess/levies applicable as per law.

5.2 The Bids without EMD or short EMD will not be considered and same will be treated as invalid Bid and no request would be entertained for the same. In such cases the financial bid of invalid tender will not be opened.

5.3 NOTE:

The Earnest Money Deposit/Security Deposit will be forfeited if:

- (i) Tenderers withdraw his bid or backs out after acceptance.

- (ii) Tenderers do not accept assignment after he is selected as L1 and appointment letter is already issued.
- (iii) Tenderers violate any of the conditions prescribed in the Tender Document.
- (iv) Tenderers changes any of the terms, during validity period. If the tenderers neglects or refuses to accept their rates quoted after submission of their tender or to comply with any of the conditions of the tender, the earnest money deposit already paid will be forfeited.

6. EVALUATION CRITERIA

6.1 Evaluation of bids will on the basis of Quality-cum-Cost Based Selection (QCBS) with 70% weightage for technical bid and 30% weightage for financial bid.

6.2 TECHNICAL QUALIFICATION:

6.2.1 Technical evaluation will be of 100 marks, and will be divided as below –

Sl No.	Category	Marks allocated	Marks allocation criteria
1	Dealing with cases related to asset monetization	20	01 mark for each case handled by the firm, subject to maximum ceiling of 20 marks
2	Dealing with cases related to valuation of assets	20	01 mark for each case handled by the firm, subject to maximum ceiling of 20 marks
3	Dealing with cases related to Govt. auctions	20	01 mark for each case handled by the firm, subject to maximum ceiling of 20 marks
4	Dealing with cases related to SARFAESI Act	20	01 mark for each case handled by the firm, subject to maximum ceiling of 20 marks
5	Presentation by Firm covering – a) Methodology to be adopted by the firm for undertaking the assignment b) Timelines and milestones for completion of assignment c) How the firm considers itself suitable for the proposed assignment	20	Tendering authority reserves the right to provide marks based on the overall presentation

- 6.2.3 The auditing firm will have to submit completion certificate in support of their experience as mentioned in above table. It may be noted that same case cannot be counted under more than one category in above table.

6.3 FINAL EVALUATION

- 6.3.1 Tender will be awarded on the basis of Quality-cum-Cost Based Selection (QCBS) with 70% weightage for technical bid and 30% weightage for financial bid and the bidder who scores the HIGHEST MARKS will be declared as H1 Bidder.
- 6.3.2 "Technical Score" & "Financial Score" will be calculated using the formula, given below:

$$\text{Technical score (T)} = \frac{\text{Bidder's Technical Score}}{\text{Highest Technical Score}} \times 100$$

$$\text{Financial Score (C)} = \frac{\text{Lowest Financial Price}}{\text{Bidder's Financial Price}} \times 100$$

- 6.3.3 The Final Score for a bidder will be calculated using the formula, given below:

$$\text{Final Score (F)} = (\text{Technical Score} \times 0.7) + (\text{Financial score} \times 0.3)$$

7. SUBMISSION OF REPORT

- 7.1 The Auditing Firm shall submit a draft report within a period of 02 months and final report within 03 months.
- 7.2 In exceptional circumstances, the report submission timeline may be extended by one month max. by JS FFR.
- 7.3 The report should contain –
- (a) Whether any irregularities were done in the bidding process, if yes, details thereof.
 - (b) Is there any lacuna in our system/guidelines of the monetization process
 - (c) Suggest measures to address these issues through policy/ guidelines/ systems/ processes and other measures.
- 7.4 If the final report as submitted by the auditor is found not in conformity with ToR as mentioned above, then MHA reserves the right to reject the report in toto.
- 7.5 The report to be submitted in digitized, searchable PDF format along with 03 hard copies.

8. PAYMENT MODE & SCHEDULE

- 8.1 Payment will be made through according to following timeline -
- (i) 50% on submission of draft audit report and
 - (ii) 50% on acceptance of final audit report (if final report is not accepted by MHA, this amount will not be paid to the Firm)
- 8.2 The auditing firm will raise the tax invoices in triplicate to MHA. Taxes should be indicated separately while raising the bills for payment or fee.
- 8.3 The firm will be liable to pay taxes/duties/cess etc as per prevailing law at their end.
- 8.4 Payment will be made by MHA online through PFMS portal, and the auditing firm will submit mandate form for this purpose.

9. PENALTY

- 9.1 Any delay in submission of draft and final report by the Firm, will invite a penalty of 1% of total bid amount per week, subject to a maximum penalty of 10 % of bid amount.
- 9.2 Failure to make minimum one visit to the EP identified for field survey will invite a penalty of Rs 5000 per property, subject to a maximum limit of Rs 02 lakhs.

10. TERMINATION OF CONTRACT

- 10.1 During the audit process if it is found the Audit Firm is not following the Terms & Conditions as mentioned in the RFP or not doing proper audit as per the scope of work or if any serious complaint is received against the Firm with evidence, MHA reserves the right to terminate the agreement after issuing a show cause notice for 15 days and providing an opportunity to be heard.
- 10.2 Both the parties on mutual agreement can terminate the Contract at any point of time.

10.3 NOTE

- (i) MHA reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.
- (ii) MHA will not be responsible for any delay on account of late submission of Bid. Late receipt of Bid will not be considered.
- (iii) Consortium bids will not be allowed.
- (iv) Subcontracting of the assignment will not be allowed.
- (v) Bidder should submit original/attested photocopies of all documents along with their bid & produce in original on request by MHA at any stage of the Bid opening/process.
- (vi) Declaration of close relations if any employed in MHA with particulars of names, relationship, designation, Department, where working.
- (vii) Bank Account Details of the Bidder to receive payment.
- (viii) While submitting the bid, bidders must ensure that bids are in compliance to the regulation applicable under various statutes. Any fine, penalty or expenses due to

breach arising thereon will be borne by the bidder and MHA shall not be responsible for any financial implication on this account.

- (ix) Bids shall remain valid for minimum 180 days from the date of last date of submission of Bids.
- (x) The party selected for award of the assignment will be required to provide Performance Bank Guarantee amounting to 5% of the fee quoted by way of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form. Performance Bank guarantee should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the auditing firm.

11. EMD REFUND

- 11.1 The Bidder should mention the beneficiary details for EMD refund, MHA will not be liable for delays caused in EMD refund due to incorrect beneficiary details.
- 11.2 EMD Refund will happen only after award or cancellation of the Tender, the EMD of unsuccessful Bidders will be refunded after finalization of the Bid for which the above refund details are required. Bidder should also provide scanned copy of cancelled cheque along with refund letter for refund of their EMD payment. In case of successful Bidder, amount of the EMD will be released on submission of Performance Bank Guarantee equal to 5% of the fees quoted by the Successful Bidder.
- 11.3 The EMD of the unsuccessful bidders will be refunded to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

12. NO OBLIGATION CLAUSE

During the course of the activities and any discussions, exchange of terms, clarifications etc., and bidder shall have no authority to obligate MHA in any manner, save and except as directed by the MHA in writing. The bidder shall not in any manner give commitments on behalf of the MHA.

13. EXTENSION OF VALIDITY OF BID

In the exceptional circumstances, prior to expiry of the validity period, the MHA may extend the validity period for a specific period.

14. AGREEMENT

The selected auditor shall be required to enter into an Agreement with MHA on non-Judicial Stamp Paper within 15 days of the issuance of offer letter.

15. AMENDMENT TO TENDER

The MHA reserves the right,

- (i) To discard all Bids received and to re-invite bids, and

- (ii) To add, amend or omit any clause of this document at any time before its execution.

16. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement due to acts of God, war, terrorism, civil unrest, strikes, natural disasters, epidemics, government restrictions, or other events beyond the reasonable control of the affected party ('Force Majeure Event'). The affected party shall notify the other party promptly and shall resume performance as soon as reasonably possible.

17. CONFIDENTIALITY:

- 17.1 Any information obtained from audit shall be kept confidential.
- 17.2 It is agreed that not any time or times, bidder shall disclose or make public any technical, marketing, financial or commercial information with which bidder become acquainted or of which bidder become aware during the course of this agreement.
- 17.3 In the event that the bidder or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the bidder wishes to disclose to its professional indemnity insurers or to its advisors, the bidder agrees that it will, as far as is legally and practically possible, provide MHA with prompt notice of such request or requirement in order to enable MHA to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the bidder or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.
- 17.4 The bidder shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes. The bidder's confidentiality obligations shall continue indefinitely whilst such confidential information is retained.

18. DISPUTE RESOLUTION:

If any dispute arises between parties, then these would be resolved in following ways:

18.1 AMICABLE SETTLEMENT:

- 18.1.1 In the event any dispute arises between the Parties out of or in relation to the terms of this Agreement, including any dispute regarding its breach, termination or validity, the both parties (FFR Division & Auditing Firm) will sit together and try to resolve the matter amicably. However, if the issues still remain unresolved, it may be escalated at the level of Secretary (BM& FFR), MHA, whose decision will be final.

18.2 ARBITRATION:

18.2.1 In case dispute arising between the MHA and the auditor, which cannot be settled amicably, they can go for arbitration.

18.2.2 In the event the dispute is not resolved amicably within Thirty (30) days pursuant to one Party having served a written notice on the other Party and wherein it has conveyed its desire to resolve the dispute so arisen amicably, then such dispute may be referred to by any Party for arbitration to a sole arbitrator in accordance with the applicable provisions of the Arbitration and Conciliation Act, 1996. The Sole arbitrator shall be decided based on the consent of both the parties and the fees of the sole arbitrator shall be in accordance with the terms of Arbitration and Conciliation Act, 1996. The place of arbitration shall be Delhi. The language of the arbitration proceedings shall be in English. Each Party shall bear their own costs in relation to such arbitration proceedings. The Parties further agree that any arbitration award rendered in accordance with the provisions contained herein shall be final and binding upon them and that such award may be enforced by any court having competent jurisdiction against the Party against whom the award has been rendered.

18.3 GOVERNING LAW AND JURISDICTION

This Contract shall be governed by Indian Law and shall be subject to the jurisdiction of Courts in Delhi only.

18.4 INDEMNIFICATION CLAUSE-

The Client shall indemnify and hold harmless the Firm against all claims by third parties (contractual or in tort), threatened claims, suits, taxes, penalties, liabilities, damages, costs and expenses, suffered, incurred, arising or expended ("Claims"), directly or indirectly by reason of Firm's performance under this engagement or from having performed any services to the Client, except in the event of fraud, gross negligence, or wilful misconduct on the part of the Firm. The indemnity obligations as set out above shall survive the termination or rescission for any reason of the contractual relationship between the Firm and the MHA until the expiry of the relevant statute of limitation applicable to any claims.

19. CLARIFICATION

For any queries, clarifications or details, the bidders are advised to contact the undersigned-

Ms. Rooma Manchanda, Under Secretary (EP), FFR Division, Ministry of Home Affairs, New Delhi-110001, Tel 011-23070107, Email- rooma.manchanda@nic.in

20. DISCLAIMER

Though adequate care has been taken in the preparation of this Bid document, the Bidder should satisfy himself / themselves that the Document is complete in all respects. Intimation of discrepancy, observed if any, should be given to the office mentioned below immediately -

Ms. RoomaManchanda, Under Secretary (EP), FFR Division, Ministry of Home Affairs, New Delhi-110001, Tel 011-23070107, Email- rooma.manchanda@nic.in

21. GENERAL

- 21.1. Neither MHA nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document nor it is possible for MHA to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this Bid Document. MHA encourages all prospective Bidders to conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document.
- 21.2 Neither MHA nor their employees will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution Or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document and any other information supplied by or on behalf of MHA or their employees or otherwise arising in any way from the selection process.
- 21.3 MHA reserves to itself the right to change any or all of the provisions of this Bid Document. In such cases, changes will be intimated to all parties procuring this Bid Document
- 21.4 All clarifications/ modification/ addendum/ corrigendum to the bid will be uploaded on the GeM portal as per standard process prescribed in GeM.

22. SCHEDULE OF BIDDING PROCESS

S.No.	Tender Schedule	Date & Time
1	Date for Tender Document issuance	22 May, 2025
2	Pre-Bid Conference	29 May, 2025
3	Changes in Tender Document based on Pre-Bid Conference	03 June, 2025
4	Last Date of Bid Submission	16 June, 2025
5	Opening of Bids	16 June, 2025
6	Presentation by Participating Firms	18 June, 2025

23. INSTRUCTION TO BIDDER

All Bidders shall note the followings:

- (a) Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this bid document may be considered non responsive and may be liable for rejection.
- (b) Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring the Bid non-responsive
- (c) All communication and information should be provided in writing and in the English language only.
- (d) The metric system shall be followed for units.
- (e) All communication and information provided shall be legible, and wherever the information is given in figures, the same should also be mentioned in words also. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- (f) No change in, or supplementary information to a Bid shall be accepted once submitted. However, Ministry of Home Affairs (MHA) reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by MHA, may be a ground for rejecting of the Bid.
- (g) The Bids shall be evaluated as per the criteria specified in this Bid by the Committee constituted for the purpose. However, within the broad framework of the evaluation parameters as stated in the bid document, MHA reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- (h) The Bid (and any additional information requested subsequently) shall also bear the Initials of the Authorised Signatory and stamp of the entity thereof on each page of the Bid.
- (i) MHA reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
- (j) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. MHA reserves the right to vet and verify any or all information submitted by the Bidder.
- (k) If any claim made or information provided by Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by MHA, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bona fide mistakes may be treated as an exception at the sole discretion of MHA and if MHA is adequately satisfied.
- (l) The Bidder shall be responsible for all the costs associated with the preparation of the Bid. MHA shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

Annexure-I

TECHNICAL PARTICULARS

1.	Name of Bidder	
2.	Postal address with Telephone / fax No. / official e-mail for communication	
3.	Unconditionally accept scope of work and timelines, of this RFP.	
4.	State whether relevant documents such as copy of completion certificate are enclosed.	
5.	State whether affidavit-cum-undertaking relating to no conviction and non-convict enclosed.	
6.	Confirm that all technical and commercial terms and conditions are acceptable.	
7.	Any other information the bidder may desire to furnish:	

Certified that to the best of my knowledge and belief all the above information is correct and nothing has been concealed.

Seal with Signature of the
Authorized signatory of the bidder

CONFIDENTIALITY UNDERTAKING

1. It is certified that the documents/data/information pertaining to MHA, which will be provided to [Name of the bidder] for consultancy or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the Bidder] to any outside agency/person without prior written permission of MHA.
2. It is further certified that the audit report and other relevant documents, which are to be submitted by (Name of the bidder) to the MHA will not be disclosed to any other agency/person without prior written permission of MHA.

(Seal with Signatures of the authorized signatory of the bidder)

Annexure-III

FORMAT OF UNCONDITIONAL BID ON THE LETTER HEAD OF THE BIDDER

To

.....

.....

Dear Sir,

This is to certify that the fee quoted by us for engagement as auditor is in accordance with the terms and conditions laid down in this RFP.

(Seal with signatures of the authorized signatory of the bidder)

AFFIDAVIT – CUM-UNDERTAKING

1. We, the undersigned (Bidder) are submitting our bid in respect of the Request for Proposal No _____ Dated _____ Issued by the FFR Division, MHA in relation to audit and in this connection, we hereby solemnly affirm, declare and undertake as follows:
 - (i) Details of the Bidder as disclosed in Appendix A enclosed herewith are true and correct as on date.
 - (ii) There has been no conviction by any Court of law or indictment / adverse order by any statutory or regulatory authority for a grave offence against us or any of our Indian sister concern(s) or any of our promoters or directors or that of our Indian sister concern(s) during the last 10 years.
 - (iii) No enquiry / investigation for any grave offence is pending against us or any of our Indian sister concern(s) or any of our Indian sister concern's directors, managers and / or other senior managerial personnel by any regulatory authority and / or government agency.
 - (iv) The details of enquiry / investigations for non-grave offences pending against us/ our Indian sister concern(s)/ our Indian sister concern's directors, manager and / or other senior managerial personnel by any regulatory authority and / or government agency are disclosed in Appendix – B enclosed herewith.
 - (v) There is no conflict of interest with respect to the proposed audit as on date.
 - (vi) During the tenure of our engagement for the proposed audit, we shall keep the MHA informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of conflict of interest in the format enclosed as Appendix-C herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the MHA and granting of such approval shall be the sole discretion of MHA and shall be binding on us.
 - (vii) We ourselves and / or for / with or in association with or on behalf of our through any other entity, shall not take up any consulting or audit assignment or render any services on a similar consultancy or audit or any other consultancy/ audit which could have a direct conflict of interest, in and manner or capacity to MHA during the term of our engagement in respect of the proposed audit without prior written approval of the MHA and granting of such approval shall be the sole discretion of MHA and shall be binding on us.
 - (viii) We have put in place a robust mechanism to resolve any conflict-of-interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any conflict of interest or potential for conflict of interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and

equitable manner. During the term of our engagement, we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source situation and circumstances of conflict and mitigating the effects of such conflicts the satisfaction of the MHA, in case any such conflict of interest (or apparent conflict interest) arise or result in relation to the proposed audit.

2. We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employers and officers for carrying out their duties and responsibility with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interest and for disclosure of shareholdings, interest, etc., in terms of applicable laws.
3. We understand that:
 - (i) In cases where existing conflict of interest (or apparent conflict of interest) is disclosed, the MHA would be entitled to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the proposed audit. MHA may also terminate our engagement for the proposed consultancy, in whole or in part, if such termination is absolutely necessary in view of the MHA to avoid the appearance of a conflict of interest.
 - (ii) The MHA would be entitled to terminate our appointment if any of the affirmation/ declaration / undertaking given by us is found to be misleading in any manner or not adhered or fulfilled or complied by us.
 - (iii) If at any time after our appointment as an auditors, either we or any of our Indian sister concern or the respective promoters/ directors is convicted by a court of law in India or any indictment/ adverse order is passed by a regulatory authority in Indian for a grave offence, we shall stand disqualified from continuing as auditor to the MHA and shall be bound to inform MHA without any delay and shall voluntarily withdraw from the proposed audit failing which the MHA may terminate our appointment after giving an opportunity of being heard.

4. DEFINITIONS

- 4.1 Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meaning as set out below;
 - 4.1.1 AUDITOR means the bidder/bidder(s) who have been selected for the proposed audit by MHA in terms of the Bid.
 - 4.1.2 CONFLICT OF INTEREST: Conflict of interest in relation to the proposed audit shall without limitation is deemed to exist or have arisen if:

- (i) The auditor whether itself and / or for / with or in association with / or on behalf of or through any other entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the MHA or any such activity / association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unblessed or may result in it being given an unfair competitive advantage to any other person.
- (ii) The auditor whether itself and / or for / with or in association with / or on behalf of or through any other entity is engaged in advising and / or have taken up engagement Otherwise in relation to any audit/Consultancy matter (Third party audit Consultancy) Which would or may be reasonably expected to directly or indirectly, affect the interest of the MHA.
- (iii) The auditor has any business or financial interest in and other entity that would impair, or give the appearance of impairing, decisions in relation to proposed audit, in offering any advice recommendations or in providing technical assistance or other services to the MHA as part of auditor's engagement obligations / duties.
- (iv) iv.Any other situation, possible source or potential areas of interests which may impair Consultant's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conduct of their professional duties towards MHA in respect of the proposed audit or result in it being given an unfair competitive advantage to any other person.

4.2 MHA means Ministry of Home Affairs, Government of India.

4.3 AUDITORS mean Chartered Accountant /Cost Accountants/ Companies/LLPS.

4.4 ENTITY shall mean and include all individual, proprietorship, HUF, an association of person / body of individuals, a partnership firm, limited liability partnership, company or any other persons.

4.5 GRAVE OFFENCE means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by the company as grave on case-to-case basis after considering the facts and relevant legal principles.

4.6 PROPOSED AUDIT means the audit to be undertaken as described in instant bid by the MHA.

4.7 SENIOR MANAGERIAL PERSONNEL'S means managing director, company secretary, chief executive officer, chief financial officer or persons having equivalent positions and all such other employees of the entity who are members of its core management team.

4.8 SISTER CONCERN in relation to the auditor, means any entity in which the auditor has a significant influence or which has" significant influence 'over the consultant and includes a group and a joint venture company. Significant influence; means holding of at least twenty percent or more of total voting rights or the power to participate in and

influence the management, financial or operating policy decisions of that entity, or of business decisions under an agreement of has twenty percent profit sharing in such entity.

- 4.9 APPENDIX A, B and C hereto shall constitute and shall be deemed to for an integral part of this document.

APPENDIX - A

BIDDER DETAILS

Name of the Bidder	
Address: Registered office: Corporate office Tel: E-mail:	
Constitution	Company / partnership / LLP/ Others (If selected other, please provide the nature of constitution)
Details of registration with other professional statutory bodies	

Seal with Signature of the authorized signatory of the bidder

APPENDIX – B**DETAILS OF PENDING ENQUIRY/ INVESTIGATIONS**

Sl No.	Name of the Sister concerns (s) / concerned person (s) against whom the enquiry / investigation has been initiated	Relationship with the bidder	Name of the investigation agency	Nature of pending enquiry / investigation and law under which the enquiry has been initiated	Brief facts / interim order/ other relevant information in respect of the pending enquiry / investigation

Seal with Signature of the authorized signatory of the bidder

APPENDIX – C

**DETAILS OF PRESENT/ POTENTIALS CONFLICT OF INTERESTS THAT MAY DEEMED AS POTENTIAL
CONFLICT OF INTEREST**

Sl No.	Name of the Entity, in which interests Conflicts exists / may arise	Relationship of the Bidder with the Entity	Nature / areas of conflict / potential conflict	Duration of subsistence of conflict, if any	Such other information as may be relevant and material in deciding whether there is a conflict / potential conflict of interest

Seal with Signature of the authorized signatory of the bidder

Annexure-V

FORMAT OF FINANCIAL BID ON THE LETTER HEAD OF THE BIDDER

Sl.No	Description	IN INR	
		Amount in figures	Amount in words
1.	Fixed Lump-Sum Fee in Indian Rupees (Excluding all applicable taxes)		
2.	All applicable taxes: i. ii. iii.		
3.	Total		

Note

- (i) Financial bid shall be evaluated based on Sl. No. 01 and 02 i.e. the total price including the applicable taxes shall be taken into account for evaluation of price bid.
- (ii) In case of mismatch in figures and word quoted, the word will be taken as correct for all purpose.

Seal with Signatures of the
Authorized signatory of the bidder