F.No. PMV-53/1/2024-PM VIKAS-MoMA

Government of India
Ministry of Minority Affairs
(Closure Cell- MANAS)

TENDER NOTICE

Request for proposal (RFP) of engagement of Chartered Accountants (CA) Firms empanelled with Serious Fraud Investigation Office (SFIO) based in Delhi/NCR for conducting forensic audit of Maulana Azad National Academy for Skills (MANAS), an autonomous body under the Ministry of Minority Affairs.

Critical Date Sheet

Bid Publishing Date	**19/03/2024**
Bid Submission Start Date	**19/03/2024**
Bid Submission End Date	**9/04/2024**
Bid Opening Date	**9/04/2024**

March 2024

Jagdish Kumar
19/3/2024

Joint Director (Skills)
Ministry of Minority Affairs

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Ministry of Minority Affairs
Government of India

Request for proposal of engagement of Chartered Accountants (CA) Firms empanelled with Serious Fraud Investigation Office (SFIO) based in Delhi/NCR for conducting forensic audit of Maulana Azad National Academy for Skills (MANAS), an autonomous body under Ministry of Minority Affairs.

Ministry of Minority Affairs, Govt. of India (hereinafter referred to as 'the Procuring Entity') invites proposals from SFIO empanelled CA firms based in Delhi/NCR in accordance with the Terms and conditions (ToC) in the RFP including the scope of the work for forensic audit of Maulana Azad National Academy for Skills (MANAS), an autonomous body under Ministry of Minority Affairs.

2. Bids are invited in Two Sealed Covers – with Technical and Financial Proposals, as per enclosures mentioned in the RFP. Interested parties are requested to submit their bids addressed to Ms. Nivedita Roy Choudhury, Under Secretary (Skills), Ministry of Minority Affairs, Room No. 1150, 11th Floor, Pandit Deendayal Antyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 latest by 3.00 PM on or before 09 April, 2024.

Jagdish Kumar
19/3/2024

(Jagdish Kumar)
Joint Director
Tel. No.011-24364517
E-mail: jd-mma@gov.in

ELIGIBILITY CRITERIA/TECHNICAL QUALIFICATION

1. The Firm/Agency should be empanelled as the CA Firm with Serious Fraud Investigation Office (SFIO) on the date of issue of tender notice.

2. Consortium bidding is not permitted. Sub-contracting may be allowed with the permission of MoMA. However, the overall responsibility on the efficacy of the outsourced work will be on the appointed Firm/Agency.

3. The bidder should submit a copy of PAN, GST registration certificate, valid SFIO empanelled certificate.

4. The bidders are required to provide professional, objective, and impartial advice and strictly avoid conflicts with other assignments or their own corporate interest and act without any consideration for future work.

5. The bidder must not have been black listed by any PSU/Government Organization or any criminal case is registered against the Firm/Agency or its owners/partners anywhere in India. A self-declaration undertaking to this effect needs to be provided by the bidder along with bid documents.

Instructions to Bidders - All bidders should note the following:

A. The bids should be submitted in **two sealed covers**.

B. The first sealed cover super-scribed as **"Technical Bid"** should contain the following items duly signed by bidder:-

   i. The pro-forma for Technical Bid as at **Annexure-I** duly filled in, along with relevant documents/information.

   ii. Scope of Work and timeline for completion of Work as at **Page No. 7-8**

   iii. Acceptance of terms and conditions as at **Annexure-III**.

   iv. Earnest Money Deposit (EMD) in the form of a Demand Draft of Rs. 2,00,000/- (Rupees Two Lakh only) in the name of DDO, Ministry of Minority Affairs.

C. The Second Sealed envelope super-scribed **"Financial Bid"** as at **Annexure-II** should contain only rates for undertaking Forensic Audit of Maulana Azad National Academy of Skills (MANAS).

D. Both the sealed covers should be placed in the main sealed envelope super-scribed 'Quotation for undertaking Forensic Audit of MANAS'

E. All the documents/information provided by the bidders should be on the letter head of the bidder, properly page numbered, signed/authenticated by the bidders or by a person authorized by the bidders, and stamped.

Overview of Maulana Azad National Academy for Skills (MANAS)

1. Maulana Azad National Academy for Skills (MANAS) was registered on 11th November 2014 as a Society under Societies Registration Act 1860 and is functioning as an autonomous body under administrative control of the Ministry of Minority Affairs. The objectives of MANAS are a) providing all India level training framework, b) imparting skills training to the minority community and c) help them expand their existing business or set up new businesses. As per the Memorandum of Association (MOA) and Rules & Regulations of the MANAS, the day-to-day activities are being managed by the Executive Board and the policy level matters are decided in General Body. Initially MANAS was under the chairmanship of MD National Minority Development Finance Corporation (NMDFC) and eventually came under the direct administrative control of the Ministry.

2. After separation from the NMDFC, MANAS was initially assigned to implement the Entrepreneurship & Skill Development Programme (E&SDP) of NMDFC. About 17 such programmes were allocated to agencies. Subsequently, Ministry had allocated training targets under Seekho aur Kamao scheme, one of the flagship skill development schemes of the Ministry. Later, based on the directions of the Ministry vide letter dated 20.12.2017, all the skill development projects were handed over to Maulana Azad Education Foundation (MAEF), another Society functioning under the administrative control of the Ministry, for further implementation.

3. As of now there are no activities being performed by MANAS. Also, at present, there is no regular/permanent/ contractual employee in MANAS. The total estimated liability of MANAS is Rs.46.51 crore, as per the audited statement of FY 2022-23, out of which Rs. 3.28 crores are current liabilities pertaining to Project Implementing Agencies (PIAs) and Rs. 43.23 crores are contingent liabilities relating to the claims of NMDFC. The number of PIAs involved in the cases is around 30 including Hunar Haat PIAs.

4. Further, the General Body of MANAS in its meeting held on 15.01.2024 has resolved to dissolve the Society.

Scope of Work

The forensic audit of Maulana Azad National Academy for Skills (MANAS) shall be carried out in accordance with the stipulations and guidelines, rules, issued from time to time by the office of CAG/SFIO. The broad Scope of Work, illustrative but not exhaustive for undertaking Forensic Audit since the inception of the organisation, are as under:

i. Conduct background checks on the identified Organizations/ NGOs receiving funds from MANAS for implementing the programmes at ground level.
ii. Verification of project sanctioned, proposals processed for disbursement, funds released and installments pending during the review period as per MANAS guidelines.
iii. To ascertain that all funds have been utilized by Organizations/ NGOs availing funds from MANAS for project implementation activities in compliance with guidelines of the respective schemes & programmes and the funds were utilized for the sanctioned purpose only and not diverted or siphoned off by the Organizations/NGOs.
iv. To ascertain whether interest income have been duly recorded by MANAS during the review period as per terms of sanction and approvals have been taken for any exceptions in accordance with the laid down policies.
v. Review and Analysis of Bank statements and Books of Accounts, records etc. of MANAS to verify whether proper accounting was done for funds received, funds disbursed and income earned including expenses etc.
vi. Review of the outstanding balances/liabilities of the organisation/ NGOs in the books of MANAS, if any.
vii. Reconciliation of outstanding balances of the National Minorities Development & Finance Corporation (NMDFC) in the books of MANAS.
viii. Any other matter related to or incidental to the investigation.

Timelines for completion of work

The project (Forensic Audit of MANAS) shall be completed within 02 (Two) months from the date of issue of the work order. In exceptional circumstances, it can be extended with the approval of the Secretary, MoMA, without any additional financial implications and recording reasons for granting such extension.

The Firm/Agency shall be required to submit an interim report within a period of one and half month from the date of appointment and to make detailed presentations on the subject matter within a week from the date of submission of interim report to Closure Cell, under the Chairpersonship of JS (Closure Cell), MoMA. Post presentation, the Firm/Agency shall, if required, incorporate the suggestions as may be requested or provide for any other additional clarification that may be required. The final deliverable shall be a Final report to be submitted within 02 (Two) months from the date of appointment.

The Terms and conditions (ToC) are indicative and non- exhaustive in nature. There might be some services relevant but not expressly captured in the ToC, which upon being brought to the notice of the Firm/Agency by MoMA will also form an integral and mandatory part of the ToC.

If the final report as submitted by the Firm/Agency is found not to be in conformity with ToC then MoMA reserves the right to reject the report in toto.

Annexure-I

PROFORMA (Technical Bid)

S. No.	Particulars	To be filled by the Tenderer
1	Name of the Firm/ Agency	
2	Brief profile of the Firm/ Agency (Please enclose separate sheet if required)	
3	Detailed Office Address of the firm/ agency with office telephone No, e-mail address, Mobile No. and name/ designation of the contact person	
4	Whether registered with all concerned Govt. authorities (Registrar of Companies, Commissioner Employees Provident Fund Organisation etc.) (Copies of all certificates of Registration should be attached)	
5	PAN Number/ TIN Number/ GST Registration No. (copies to be attached)	
6.	Average Annual Turnover of the firm/agency for the last 3 Financial Years	
7	Experience of working on Accounts	
8.	Past experience of working with any Central/ State Government Organisation/ PSU/ Public Listed Company	
9.	Proof of firm/agency being presently empanelled with Serious Fraud Investigation Office (SFIO)	
10	Past experience of working for similar projects (Forensic Audit) with Central/ State Government Organization/ PSU/ Public Listed Company	
11	List of Govt. Ministries/ Departments/ Clients showing experience in the field (copies of contracts/ orders placed on the firm/ agency during last 5 years should be attached)	
12	Copies of Income Tax return filed by the firm/agency for the last 3 years to be attached.	
13	Details of EMD i. Amount ii. Draft No iii. Date iv. Issuing Bank	
14	A copy of terms and conditions (**Annexure-III**) duly signed as token of acceptance of the same to be attached.	

15	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, an undertaking to this effect is to be attached in this regard.)	

(Signature of the authorized person)

Date:

Place:

Name:

Designation:

Seal:

Annexure-II

Proforma Financial Bid

With reference to MOMA's Letter No. dated: regarding tender for undertaking Forensic Audit of Maulana Azad National Academy for Skills (MANAS), I/we quote the rates, excluding taxes, as under: -

S. No.	Component	Rate
1.	Cost for undertaking Forensic Audit of MANAS	

(Signature of the authorized person)

Date:

Place:

Name:

Designation:

Seal:

Technical & Financial Evaluation of Bids

i. Criteria for **Technical bid evaluation** are as follows:

Sl. No.	Criteria	Max. Marks
1.	**Past Experience:** Conducted and completed Forensic Audits of value of at least Rs. 50 Crore in last 5 years up to 5 projects: 6 marks each	30
2	Of the past experience (Sl. No. 1), Skill Development Projects of value of at least Rs. 20 Crore in the last 5 years up to 2 projects: 10 marks each	20
3.	Number of Resources and their Qualification and Experience • **Number of Resources: 5 Marks** Resource (Auditor) - 5 Marks • **Qualification: 10 Marks** Resource (Auditor) – CA (10 Marks) • **Experience: 20 Marks** Resource(Auditor): (i) 5 to 8 Years – 12 Marks (ii) Above 8 Years – 20 Marks ***Note:*** *The bidder may propose more resources in their bids for execution of the contract for which no additional marks would be provided*	35

4.	**Approach and Methodology** – Understanding of the Approach and Methodology and other relevant aspects reflected in the presentation before the Technical Evaluation Committee (TEC) demonstrating its strength, capacity, experience, ability to complete as per timelines of RFP, highlighting the following points: • Demonstrate understanding of ability to undertake assignments of the broad nature and scope as specified in Scope of Work: 5 Marks • Demonstrate understanding of the legal, policy & regulatory issues involved in items of such work: 5 Marks • Demonstrate ability to deliver in accordance with the timeline requirement and the ability to commit key personnel for the entire duration of the transaction: 5 Marks ***Note**: Presentation is to be made before the Technical Evaluation Committee (TEC) constituted by MoMA.*	**15**
	Total	**100**

The minimum qualifying marks for technical qualifications will be 70 subject to condition that there are at least 3 technically qualified bidders who obtain a minimum of 70 marks. In case, number of technically qualified bidders obtaining 70 or more marks is less than three, top three bidders, who have obtained 60 or more marks, shall be declared as technically qualified bidders. In case the number of technically qualified bidders obtaining 60 or more marks is two only, the competent authority of MoMA, in its discretion, may decide to accept the two who obtain 50 or more marks as technically qualified bidders and proceed to next stage of opening financial bids or decide to cancel/ withdraw the RFP. In case only one bidder obtains 50 or more marks, or no bidder obtains 50 or more marks, no further relaxation shall be done, and the competent authority may cancel / withdraw the RFP.

ii. **Financial bid evaluation**

a. If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered.

b. The bidder with lowest qualifying financial bid (**L1**) will be awarded 100% score, i.e. 30 marks (amongst the bidders which did not get disqualified on the basis of point (a) above). Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =
{(Financial Bid of L1/Financial Bid of the Bidder) X 100} (Rounded off to two decimal places)

c. Only fixed price financial bids indicating total price for all the deliverables, if any, and services specified in this bid document will be considered.
d. The bid price shall include all taxes and levies and shall be in Indian Rupees.
e. Any conditional bid would be **rejected**.
f. **Errors & Rectification**: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, **the amount in words will prevail**".

iii. **Combined and Final Evaluation**

a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30% respectively to compute a Composite Bid Score.
b. The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

Bn = 0.70*Tn + 0.30*Fn

Where, Bn = Overall score of bidder

Tn = Technical score of the bidder (out of maximum of 100 marks)

Fn = Normalized financial score of the bidder

c. In the event the bid composite bid scores are **'tied'**, the bidder securing the highest technical score shall be adjudicated as the **Best Value Bidder** for award of the Project.

Annexure-III

TERMS AND CONDITIONS

Forensic Audit of Maulana Azad National Academy for Skills (MANAS)

1. The Firm/ Agency should provide Technical and Financial Bids in separate envelops addressed to Smt. Nivedita Roy Choudhury, Under Secretary (Skills), 11th Floor, Pandit Deendayal Anthyodaya Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 by 3.00 pm on 09 April, 2024.
2. The tender will be evaluated in two phases, First, technical bid evaluation will be done and those bidders who qualify the technical bid evaluation shall be allowed to participate/ attend the Financial Bid Opening meeting.
3. The project (Forensic Audit of MANAS) shall be completed within 02 (Two) months from the date of issue of the work order. In exceptional circumstances, it can be extended with the approval of Secretary, MoMA, without any additional financial implications.
4. Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents:

At least 20 number of manpower working with the firm/ agency with adequate number of Chartered Accounts to perform assigned work (Pay roll to be attached).

- Average Annual Turnover of the firm/ agency should be Rupees Five crore for the last three Financial Years (Copies of balance sheet to be attached).
- Minimum 15 years of experience of the firm/ agency working on Accounts.
- Ten years past experience of working with any Central/ State Government Organization/ PSU/ Public Listed Company.
- At least 3 years experience undertaking audit of large scale skill development projects
- Five years of past experience of working for similar projects (Forensic Audit) with Central / State Government Organisation /PSU /Public Listed Company.

Note: If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same shall be rejected.

5. **Payment Schedule**

Sl. No.	Milestone	Payment in Percentage
i.	Submission of interim Report of Forensic Audit	40%
ii.	Submission of final Report of Forensic Audit	40%
iii.	Acceptance of final Report of Forensic Audit by MOMA	20%

6. The firm/ agency must be registered with Service Tax Departments and must enclose a copy of registration letter/ certificate.
7. An earnest money of Rs. 2,00,000 (Rupees Two lakh only) should be paid along with the tender in the form of Demand Draft/ Pay Order/ Banker's Cheque drawn in favour of DDO, Ministry of Minority Affairs. Tender not accompanied with the requisite earnest money will be rejected out rightly without assigning any reasons/ entertaining any correspondence. The earnest money of unsuccessful tenderers will be refunded without accrual of any interest, on finalization of tender. The EMD of the successful bidder will be returned after the requisite performance security is deposited with MoMA.

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

i. Tenderer withdraws his bid or backs out after acceptance.
ii. Tenderer does not accept assignment after he is selected as L 1 and appointment letter is already issued.
iii. Tenderer violates any of the conditions prescribed in the Tender Document
iv. Tenderer changes any of the terms, during validity period. If the tenderer 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.

9. If the work of the firm/ agency is found unsatisfactory or dishonors as per the contract, the job will be entrusted to any other firm/ agency at the cost of the defaulting contractor.
10. The Ministry reserves the right to reject any or all the tenders/quotations without assigning any reasons.
11. Any dispute regarding the contract shall be resolved through arbitrator to be nominated by Secretary, MoMA. The contract shall be subject to the Indian law and the jurisdiction of the courts located in Delhi only.

8. Performance security to the tune of 8% of the contract value shall be submitted by the successful firm/ agency in the form of DD/ Pay Order in favour of Pay & Accounts Officer, Ministry of Minority Affairs, Pt. Deendayal Antoddaya Bhawan, CGO Complex, New Delhi or Bank Guarantee along with the acceptance of contract valid up to the contract period irrespective of its registration status etc. The performance security deposit will be forfeited, if any deviation by the contractor is found from the instructions given by the Ministry. After expiring of the contract, the same will be returned after deduction of dues, if any, without any interest.

NO OBLIGATION CLAUSE:

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

AGREEMENT:

The selected Firm/Agency shall be required to enter into a Contract Agreement with MoMA on Non-Judicial Stamp Paper.

RESERVATIONS:

The MoMA reserves the right:

i. To discharge all Bids received and to re-invite offers, and
ii. To modify marginally and not substantially the recitals: conditions and covenants of the Tender/Contract Agreement at any time before its execution.

FORCE MAJEURE:

MoMA shall not be liable for any failure or delay in execution of contract due to any cause beyond their control including fire, Hoods, strikes, go-slow, lock-out closure, pestilence dissilience dispute with staff dislocation of normal working conditions, war riots epidemics political upheavals Government actions commotion breakdown of machinery shortage of labour demands or otherwise or any other cause or conditions beyond the control or aforesaid causes or not and the existence of such cause or consequence.

CONFIDENTIALITY:

It is agreed that not any time or times, disclose or make public any technical, marketing financial and commercial information with which you become acquainted or of which you become aware during the course of this agreement. In the event that the Firm 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 Firm wishes to disclose to its professional indemnity insurers or to its advisors, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm 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 with the prior permission of the Client.

The Firm shall be permitted to retain copies of such Confidential Information as it is required to retain for legal or professional regulatory purposes with the prior permission of the Client. The Firm's confidentiality obligations shall continue indefinitely whilst such confidential information is retained.

LIQUIDATED DAMAGES:

The Firm/Agency will be engaged for a period of 2 months to deliver the scope of work outlined in this RFP. The Firm/Agency shall be liable to pay by way of liquidated damages @ 2.5% per week of the total contract price or part thereof subject to a maximum of 10% of the contract price from the professional fee for any delay submission of final report within 2 months as per terms of

Contract Agreement. However, extension beyond 2 months period may be granted at the sole discretion the Client depending upon the exigencies and circumstances beyond the control of the Firm. It may be noted that no additional payment will be made whatsoever for the period of grace extension.

DISPUTE RESOLUTION:

If any dispute(s) arises between parties then these would be resolved in following ways:

Amicable settlement:

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any terms or conditions of Contract including the scope of work, the clauses of payments etc. in such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 15 days after receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that party, then the 'Dispute Resolution' shall be settled through arbitration.

Arbitration:

In case dispute arising between the MoMA and the Firm/Agency, which cannot be settled amicably, the said dispute shall be referred arbitration. Such disputes shall be referred to the Secretary, MoMA who shall appoint an arbitrator for deciding the dispute(s). The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held at Delhi. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reason for the award. The expenses of the arbitration as determined by the arbitrator shall be borne by the Firm/Agency.

Governing Law and Jurisdiction:

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

CLARIFICATION:

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

Smt. Nivedita Roy Choudhury
Under Secretary (Skills),
Ministry of Minority Affairs,
11th Floor, Pt. Deendayal Anthyodaya Bhawan,
CGO Complex, Lodhi Road,
New Delhi-110003, Tel. 011-23741241, E-mail: nivedita.rc@gov.in

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.

Smt. Nivedita Roy Choudhury
Under Secretary (Skills),
Ministry of Minority Affairs,
11th Floor, Pt. Deendayal Anthyodaya Bhawan,
CGO Complex, Lodhi Road,
New Delhi-110003, Tel. 011-23741241, E-mail: nivedita.rc@gov.in

If this office receives no intimation by the date, which is 7 days prior to the end date of bid submission, it shall be presumed that the Bidder is satisfied that this Bid Document is complete in all respects

Neither MoMA 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 MoMA to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Bid Document. MoMA recognizes the fact that certain prospective Bidders may have a better knowledge of the subject matter than others and thus 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 and obtain independent advice from appropriate sources.

Neither MoMA 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 MoMA or their employees or otherwise arising in any way from the selection process.

MoMA reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.

MoMA reserves to itself the right to change any or all of the provisions of this Bid Document. Such changes will be intimated to all parties procuring this Bid Document prior to the end date of bid submission.

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