

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	20-05-2025 18:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	20-05-2025 18:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	30 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Corporate Affairs
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	Serious Fraud Investigation Office (sfio)
<b>Office Name/कार्यालय का नाम</b>	Cgo Complex Lodi Road
<b>क्रेता ईमेल/Buyer Email</b>	dushyantk.singh25@sfio.nic.in
<b>Item Category/मद केटेगरी</b>	Manpower Hiring for Financial Services - Onsite; 2 Chartered Accountant 1 Banking Expert
<b>Contract Period/अनुबंध अवधि</b>	3 Month(s)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

Bid Details/बिड विवरण	
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

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

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

#### Beneficiary/लाभार्थी :

Asst Director  
CGO Complex Lodi Road, NA, Serious Fraud Investigation Office (SFIO), Ministry of Corporate Affairs  
(Dushyant Kumar Singh)

#### MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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.

#### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1746793969.pdf](#)

#### Manpower Hiring For Financial Services - Onsite; 2 Chartered Accountant 1 Banking Expert ( 3 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Deployment Location	Onsite
Type of Professional/Resources required	2 Chartered Accountant 1 Banking Expert
Certifications of Professional/Resources required	1 Team Leader Fellow Chartered Accountant 1 Chartered Accountant 1 Banking Expert
Qualification of Professional/Resources required	CA , 2 Chartered Accountants 1 certified Associate of Indian Institute of Bankers
Total Experience of Professionals / Resources (In years)	3 - 5 Years
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of manpower deployed	Additional Requirement/अतिरिक्त आवश्यकता
1	Dushyant Kumar Singh	500068,4th floor, Corporate Bhawan, Thattiannaram, Banglagauda, Hyathnagar Mandal, Hyderabad- 500068	3	<ul style="list-style-type: none"> <li>Number of Months : 3</li> </ul>

#### 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. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

## 3. **Certificates**

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

## 4. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 5. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

CA Firms empaneled with Serious Fraud Investigation Office are only eligible to bid

## **Disclaimer/अस्वीकरण**

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

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

13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

This Bid is governed by the [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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

## **(A) Terms of Reference**

### **1. Scope of Work**

- a) Analysis of Financial statements, accounting data, bank statements, Tally records and Registers etc of the 18 companies under investigation to map the pattern of transactions to unearth the siphoning of funds. Assistance in preparation of write-ups, Charts depicting receipt and utilization of funds supported by bank statements.
- b) Analysis of bank accounts of Group Companies/LLPs, Directors/Designated Partners, Related Parties, third parties and other close relatives of Director/Promoters. Investigation is to map the source of funds, which are alleged to have been diverted from listed company finances without approval of shareholders and necessary approvals, volume of funds, including Share Capital infusion into Companies/LLPs under investigation.
- c) Detailed forensic analysis of inflow and outflow of funds into/out of Group Companies/LLPs, Directors, Designated Partners, Related Parties, third parties and other close relatives.; and to find out the diversion and or/siphoning of funds for their personal enrichment.
- d) Gathering of required data for detailed analysis of Financial Statements of Companies/LLPs and to analyse various misrepresentations, misdeclarations, gaps etc.
- e) Detailed analysis of business activities of Group Companies/LLPs as to conducting of AGM, EGMs or any such meetings and their purposes, resolutions passed, Minutes drawn and maintenance of various records, registers and disclosures as per statutory requirements and to find out violations, if any.
- f) Detailed analysis of Data/ Books of Accounts, Purchases, and sales data of companies/LLPs under investigation based on accounting data, financials, bank account statements and to give reports to the investigation team.
- g) To assist investigation team in finding the role played by Group Companies/LLPs, its Directors, Designated Partners and their relatives, agents of the companies, Statutory Auditors, Internal Auditors, and other persons associated with the Group companies/LLPs, detrimental to the interest of the Group Companies/LLPs;
- h) Analysis of new entities established by the promoters and assistance in the preparation of write-ups on the end use of funds collected from the public.

- i) Analysis of mergers, amalgamations, and acquisitions made by Group Companies/LLPs.
- j) Analysis of profits and losses made by Group Companies/LLPs.
- k) Analysis of debtors and creditors of Group Companies/LLPs for identifying fraudulent activities, and analysis of the debtors of Group Companies/LLPs, which remained outstanding as per the financial statements in collaboration with banking transactions.
- l) To gather information from other Law Enforcement Agencies/ Banks as may be required to fill the gaps in the seamless data/information required for ongoing investigation and also to unearth misrepresentations made to statutory authorities during the course of their business.
- m) Analysis of the operations of the Group Companies/LLPs to find out if it was conducted to the detriment of the depositors and to ascertain if there are any diversion/ siphoning of funds.
- n) Analysing the role of the auditors and identifying violations of auditing standards.
- o) Analysis of personal accounts of promoters/ directors, their family members, and their benamis for identification of assets purchased from funds siphoned off/diverted from Group Companies/LLPs to overseas, etc.
- p) Identifying the final deployment of funds siphoned off by the management, if any.
- q) Attend any other assignment as may be required during the course of the investigation.
- r) Assistance in drafting of final investigation report.

## **2. Project duration, Case Details & Team Composition: -**

- (i) The overall project duration would be 03 months or the completion of assigned work whichever is earlier.
- (ii) The case involves Group of 18 Companies/LLPs under investigation at SFIO Regional Office Hyderabad.
- (iii) The team shall comprise the following composition: -

<b>Sl. No.</b>	<b>No. of team members</b>	<b>Minimum Eligibility</b>
1.	01 Team Leader	FCA
2.	01 Chartered Accountants	having three years of experience
3.	01 Forensic Experts (Bankers)	CAIIB

Besides the CA team members, the firm may also include a sufficient number of support staff to support the CA team members, with the consent of the Investigation Unit.

### 3. Deliverables, Timelines and Payment Milestones

S. No.	Deliverables	Timeline	Payment milestones (% of)
1	Point no. (a) to (e)	T + 1 Month	20%
2	Point no. (f) to (k)	T + 2 Month	30%
3	Point no. (l) to (r)	T + 3 Month	50%
<b>Total</b>			100%

**Note:** T is date of commencement of work. However, the release of payment is subject to the competition of scope of work.

4. Applicant CA firm shall have to deploy, the proposed team leader and other team members fully, having the expertise in banking data analysis as well as financial at the office of SFIO Regional Office Hyderabad for close coordination with the investigation team and facilitate day-to-day interaction. Decisions in this regard will be taken by the investigation team at its sole discretion. Once communicated, it will be binding on the selected CA firm.
5. The CA firm, engaged in a matter, will be furnishing its report/observations to Inspectors of SFIO, on matters assigned to it, as per the 'Scope of Work', which is in the nature of work of expertise. The report/observations of the CA firm can be tendered by SFIO as evidence in the Court. If required by SFIO or by the Courts/Tribunals, the partners and officials of the CA firm will be required to tender their evidence before the Court of law.
6. Terms of payment shall be on receipt of pre-receipted invoices in triplicate, complete in all respects along with certificate of milestone completion. Advance payment will **not** be considered. For facilitating Electronic transfer for funds the selected CA firm will be required to indicate the name of the Bank and Branch, account details (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

#### **(B) Additional Terms and Conditions**

SFIO does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this bid document and it is not possible for SFIO to consider particular needs of each party who reads or uses this document. Bid includes statements which reflect various assumptions and assessments arrived at by SFIO in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the



information that each bidder may require. Each prospective bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information provided in this bid and obtain independent advice from appropriate sources.

2. SFIO will not have any liability to any prospective bidder or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, 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, the award of the Assignment, the information and any other information supplied by or on behalf of SFIO or their employees, any Consulting Agency or otherwise arising in any way from the selection process through GeM. SFIO will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon any statements in this bid.

3. SFIO reserves the right to withhold or withdraw the process of engagement of CA firm, at any stage.

4. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SFIO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

5. SFIO reserves the right to change/ modify/ amend any or all provisions of this bid document.

6. The CA Firm shall carry out the assignment in accordance with the Terms of Reference prescribed in this bid document.

7. SFIO requires that the bidder hold SFIO's interests 'paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of SFIO and the Project.

8. It is the SFIO's policy to require that the bidders observe the highest standard of ethics during the Selection Process through GeM and execution of work/assignment. In pursuance of this policy, the SFIO:

(i) will reject the bidder for if it determines that the bidder has engaged in corrupt or fraudulent activities in competing the work order in question;

(ii) will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for and in executing the work order.

**9. Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Bid, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by Director SFIO, whose decision shall be final.

**10. Non-disclosure Agreement:**

(i). The selected CA Firm will be required to sign a Non-Disclosure Agreement (NDA), as per Form 4 F, with SFIO within 5 working days of being awarded the contract.

(ii). The selected bidder must understand and agree that all materials and information marked and identified by SFIO as 'Confidential' are valuable assets of SFIO and are to be considered SFIO's proprietary information and property. The selected bidder will treat all confidential materials and information provided by SFIO with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. The selected bidder will not use or disclose any materials or information provided by SFIO without SFIO's prior written approval.

(iii). The selected bidder may disclose confidential information in the following circumstances:

a. With the prior written consent of SFIO;

b. To a member of selected bidder's team ("Authorized person") if the authorized person needs the confidential information for performance of obligations under the TOR; and the Authorized Person is aware of the confidentiality of such information. Ensuring confidentiality by team members will be the responsibility of the CA firm; and

c. To Government or statutory body for audit or any other purpose as directed by SFIO.

(iv). In the event the selected bidder is required by judicial or administrative process, to disclose any information or material which is deemed to be confidential under the contract, the selected bidder shall promptly notify SFIO, and if SFIO deems fit, co-operate with SFIO to challenge such process before making disclosure.

(v). The selected bidder shall be liable to fully recompense SFIO for any loss of revenue arising from breach of confidentiality. SFIO reserves the right to adopt legal proceedings, civil or criminal, against the selected bidder in relation to a dispute arising out of breach of obligation by selected bidder under this Clause.

(vi). The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

**11. Termination of Contract:** SFIO will have the right to terminate the GeM Contract by giving 30 (thirty) days written notice. In the event of termination for no fault of selected CA Firm, the SFIO will reimburse all the expenses incurred by the selected CA Firm (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant, the SFIO will forfeit the performance security of the Applicant.

## **12. Acknowledgement by Bidder:-**

(i) It shall be deemed that by submitting the bid, the bidder has:

a) made a complete and careful examination of the bid document;

b) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed bid and performance of all of its obligations there under;

c) acknowledged that it does not have a Conflict of Interest; and

d) agreed to be bound by the undertaking provided by it under and in term hereof.

(ii) The SFIO shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to bid or the Selection Process through GeM, including any error or mistake therein or in any information or data given by the SFIO.

### 13. Minimum Eligibility Criteria: -

The SFIO will undertake evaluation in accordance with following Minimum Eligibility Criteria:-

**Table-1**

#	Parameter	Minimum Eligibility Criteria
1	Experience of CA Firm in Similar completed Projects for Govt./ PSU Banks	01 Project
2	Qualification of Proposed Team Leader	FCA
3	Experience of Proposed Team Leader in Similar completed Projects for Govt./ PSU Banks	01
4	Qualification of Proposed Team Member(s)	CA
5	Experience of Proposed Team Member(s) in Similar completed Projects for Govt./ PSU Banks	01

Applicants not fulfilling any of the ingredient of minimum eligibility criteria, will not be considered for further technical and financial evaluation.

### 14. Self-Certified Documentary Evidence to be submitted in support of Eligibility:-

To demonstrate eligibility as well as other aspects to be scored against in the Technical Criteria related to experience, the bidder needs to submit copy of Contract / Work Orders along with completion certificate indicating the details of previous assignment completed, SFIO, value of assignment / assignment in process date and year of award. The authorized signatory of the CA firm shall self-certify if the firm has done assignments based on Non-Disclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain the relevance.

### 15. Technical Bid Evaluation:-

The Evaluation committee will carry out the technical evaluation of proposals, fulfilling the minimum eligibility criteria, on the basis of the following evaluation criteria and weightage. Each evaluated proposal will be awarded a score vis-à-vis each technical parameter as detailed in **Table- 2**:

**Table-2**

S. No.	Parameters (Indicative; may be fine-tuned as per requirement)	Max. Marks	Sub-parameter and Marks	
1	<b>Experience of CA Firm</b> Total number of completed assignments during eight (8) financial years in similar assignments for Govt./ PSU Banks e.g. Forensic Audit/analysis, Analysis of Financial Statements, analysis of	10	<b>Number of Assignments</b>	<b>Marks</b>
			> up to 3	2
			>3 to 7	4

S. No.	Parameters (Indicative; may be fine-tuned as per requirement)	Max. Marks	Sub-parameter and Marks	
	tally/SAP data, analysis of digital data etc.		>7 to 10	7
			> 10	10
2	<b>Experience of Proposed Team Leader</b> Total experience of CA as team leader/member in similar completed assignments for Govt./ PSU Banks <b>e.g.</b> Forensic Audit/analysis, Analysis of Financial Statements, analysis of tally/SAP data, analysis of digital data etc.	20	<b>Number of Assignments</b>	<b>Marks</b>
			>1 to 3	5
			>3 to 5	12
			>5 to 7	15
			> 7	20
3	<b>Experience of Proposed Team Member(s)</b> Total experience of CA in similar assignments for Govt./ PSU Banks <b>e.g.</b> Forensic Audit/analysis, Analysis of Financial Statements, analysis of tally/SAP data, analysis of digital data etc.  (In case of >1 team member, total number of assignments completed by the team will be considered for calculation of marks)	30	<b>Number of Assignments</b>	<b>Marks</b>
			>1 to 3	10
			>3 to 5	15
			>5 to 7	22
			> 7	30
4	Presentation by applicant covering:  a) Methodology to be adopted by the firms for undertaking the assignment.  b) Timeliness and milestones for completion of assignment.	35  <		

**Note:** Bidder may have to deploy proposed team leader and team, fully/partially as per requirement of investigation team, at the office of SFIO for close coordination with the investigation team and facilitate day to day interaction. Decision in this regard will be taken by the investigation team at its sole discretion. Once communicated, it will be binding of the selected CA firm.

16. **Calculation of Technical Score (TS):** The bidder who scores maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the assignment shall be computed as follows:

$$\text{Technical score (TS) of bidder A} = 100 \times \frac{\text{Marks secured by bidder A}}{\text{Highest Marks secured}}$$

**Illustration:** Suppose Bidder A, B and C scores 90, 80 and 70 marks. Their technical scores (TS) will be calculated as under:

**Table-3**

Bidder A	$100 \times 90/90 = 100$
Bidder B	$100 \times 80/90 = 88.88$
Bidder C	$100 \times 70/90 = 77.78$

As illustrated in Table-3, technical scores (TS) of Bidder A, B and C will be 100, 88.88 and 77.78 respectively.

17. **Calculation of Financial Score (FS):** Bidder submitting the lowest financial bid (Lowest Quote in INR) will be given a financial score of 100. The financial scores of other bidders for the assignment shall be computed as follows:

$$\text{Financial Score (FS) of bidder A} = 100 \times \frac{\text{Lowest Quote in INR}}{\text{Offer quoted by bidder A in INR}}$$

**Illustration:** Suppose Bidder A, B and C quotes Rs. 8500, 8000 and 7000 for the assignment. Their financial scores (FS) will be calculated as under:

**Table-4**

Bidder A	$100 \times 7000/8500 = 82.35$
Bidder B	$100 \times 7000/8000 = 87.50$
Bidder C	$100 \times 7000/7000 = 100$

As illustrated in Table-4, financial scores (FS) of Bidder A, B and C will be 82.35, 87.50 and 100 respectively.

#### 18. **Composite Bid Evaluation and Contract Award**

- (i) **Weightage for technical and financial Scores:** Bids will be evaluated as per Quality and Cost Based Selection (QCBS) System. The weightage for technical and financial scores will be 70% and 30% respectively.
- (ii) **Calculation of Combined Score (CS):** A combined score will be calculated as under:

$$\text{CS} = 70\% \times \text{TS} + 30\% \times \text{FS}$$

**Illustration:** Suppose Bidder A, B and C quotes Rs. 8500, 8000 and 7000 for the assignment. Their financial scores (FS) will be calculated as under:

**Table-5**

	TS	Weighted TS (A*70%)	FS	Weighted TS (C*30%)	CS	
	(A)	(B)	(C)	(D)	(B+D)	
Bidder A	100	70.00	82.35	24.71	<b>94.71</b>	<b>H1</b>
Bidder B	88.88	62.22	87.35	26.21	88.42	H2
Bidder C	77.78	54.45	100	30.00	84.45	H3

As illustrated in Table-5, Combined Score (CS) of Bidder A, B and C will be 94.71, 88.42 and 84.45 respectively.

19. The bidder obtaining the highest Combined Score in evaluation of technical and financial as per para above will be ranked as H-1 bidder. Bidders securing lesser Combined Scores will be ranked as H-2 bidder, H- 3 bidder etc. in the order of their Combined Score. Bidder securing highest Combined Score and ranked H- 1 shall be recommended for award of contract.

**20. Only CA Firms empaneled, with Serious Fraud Investigation Office Regional Office Hyderabad are eligible to bid.**

**21. Miscellaneous**

- (i) The Selection Process shall be governed by, and construed in accordance with, the laws of India, and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to, and/or in connection with the Selection Process.
- (ii) The Government of India reserves the right to make inquiries with any of the Applicants about their previous experience record.
- (iii) Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- (iv) An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- (v) All documents and other information provided by SFIO or submitted by an Applicant shall remain or become the property of SFIO. Applicants, as the case may be, are to treat all information as strictly confidential. SFIO shall not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to SFIO in relation to the assignment shall be the property of SFIO.

**22. The CA Firms shall be liable for imposition of penalty in case of any failure on their part during the course of engagement as may be decided by the SFIO.**

**Form 4F**  
**Form of Bank Guarantee for Performance Security**

(To be stamped in accordance with Stamp Act if any, of the country for Issuing Bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of Serious Fraud Investigation Office, Ministry of Corporate Affairs, Government of India (hereinafter referred as “the Client“ which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of the firm] a Chartered Accountant Firm, established under laws of the country and having its registered office at [address] (hereinafter referred to as the “CA Firm“ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of the Client’s Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the CA Firm, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the “Work Order“) and the CA Firm having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the CA Firm to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the CA Firm. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the CA Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the CA Firm nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the CA Firm any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the CA Firm and notwithstanding any security or other guarantee that the Client may have in relation to the CA Firm’s liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the CA Firm /the Bank or any absorption, merger or amalgamation of the CA Firm/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of CA Firm] on whose behalf this guarantee has been given.

Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

#### WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

[Designation]  
[With Bank Stamp]

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee. The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.



**Form 4G**  
**Non-disclosure Agreement**

This Non-Disclosure Agreement (“Agreement”) is made effective from this [day] of [month year] (“Effective Date”) between **Serious Fraud Investigation Office**, Ministry of Corporate Affairs, Government of India, having its Head Office at 2nd Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi - 110003, represented by the Director (hereinafter referred to as “SFIO” or “Disclosing party”, which expression, unless repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns).

And

**"Name of Applicant"**, CA firm, having ICAI number \_\_\_\_\_ and having its Registered office at \_\_\_\_\_ (hereinafter referred to as “Applicant” or “Recipient”).

(SFIO and the Applicant shall be individually referred to hereinafter as a “Party” and collectively as the “Parties”)

**WHEREAS**, SFIO has engaged \_\_\_\_\_ for rendering ..... services to units of SFIO during the period commencing from <ddmmy> to signing of final agreements.

**WHEREAS**, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes.

**NOW, THEREFORE**, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. The discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the recipient’s end.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party’s Confidential Information.
3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of “Confidential” or other similar designation manifesting intent that the information is confidential (“Confidential Information”).
4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:
  - a. is independently developed by the Recipient; or
  - a. is rightfully received free of restriction from another source having the right to so furnish such information; or

- b. has become generally available to the public; or
- c. at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
- d. the Non-Disclosing Party agrees in writing to be free of such restrictions; or
- e. is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.

5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party's prior written consent, other than to \_\_\_\_\_ subcontractors and to each other's employees on a need-to-know basis.

6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.

7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.

8. The validity of this Agreement shall be from the date of its execution by both Parties i.e. [dd.mm.yyyy]. Both the parties shall jointly review this Agreement after signing of applicable final agreements and shall extend as mutually agreed upon by both the parties.

9. The authorized representatives from \_\_\_\_\_ side shall be –  
a. Shri \_\_\_\_\_

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.

11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

12. The Parties agree that the laws of India, other than its conflict of law's provisions, shall apply in any dispute arising out of this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date set forth above.

SIGNED for and on behalf of: <b>Serious Fraud Investigation Office</b>	SIGNED for and on behalf of: _____ <b>(Applicant's name)</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b> <b>(authorized signatory)</b>	<b>Title:</b> <b>(authorized signatory)</b>
<b>Witness:</b>	<b>Witness:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>

List of categories where trials are allowed:

- Simulators
- Ship's propulsion machinery, radars and sensors, navigation equipment, communication equipment, RO plants, compressors, cranes, boats, Pilotless Target aircraft, pumps, dehumidifiers etc.
- Aircraft engine/generator/flight deck equipment/air conditioning system/radars
- Tank engine/ generator/ air conditioning system
- Bullet Proof Helmet, Bullet Resistance Jacket
- Drones
- All-Terrain Vehicles (ATV)
- **Communication Equipment for Defense:**
  - Radio Sets:**
    - HF/VHF/FM Manpack Radio
    - Vehicle Radio Set
  - Tactical Communication Systems:**
    - Software Defined Radio (SDR) Systems
    - VHF/UHF Tactical Communication Systems
    - Handheld Satellite Phones (e.g., Iridium)
    - Combat Net Radio (CNR) Systems
  - Satellite Communication Systems:**
    - Very Small Aperture Terminal (VSAT) Systems
    - Satellite Phones
    - Mobile Satellite Communication Systems
  - Command and Control Systems:**
    - Battlefield Management Systems (BMS)
    - Tactical Data Links
    - Encryption Devices (e.g., VINBAX)
    - Surveillance and Reconnaissance Communication:
    - Unmanned Aerial Vehicle (UAV) Communication Systems
    - Ground Control Stations (GCS) for UAVs
    - Remote Video Terminals (RVTs)
  - Electronic Warfare (EW) Communication:**
    - EW Communication Jamming Systems
    - Communication Intelligence (COMINT) Systems
  - Network Infrastructure:**
    - Field Deployable Communication Nodes
    - Tactical Communication Switches
    - Mobile Communication Shelters
  - Navigation and Positioning Systems:**
    - GPS Receivers
    - Navigation Systems for Vehicles and Personnel
  - Specialized Communication Equipment:**
    - Underwater Communication Systems
    - Special Forces Communication Gear
    - Mountain Warfare Communication Equipment
- Contamination Monitor

- Fiber Reinforced Plastic Boat with Motor (RIBs)
- Bukhari Improved Version
- Fire Fighting Equipment's as per DGQA specifications
- Victim Location System with Breaching System
- HDPE Boats
- Pontoon Boats
- Medical equipment
- **Engineering and Mining Equipment for Bomb Disposal Units:**
- Modular protection vehicles
- High Altitude Clothing including Snow Boots