

National Handloom Development Corporation Limited
(A Government of India Undertaking)
Registered office: Wegmans Business Park, tower 1, Plot No. 3,
Sector Knowledge Park – 3, Surajpur Kasna road,
Greater Noida – 201 306

REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF AGENCY FOR CONDUCTING
FORENSIC AUDIT AT NHDC LUCKNOW BRANCH OFFICE**

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DEFINITIONS:

In this document, the following terms shall have respective meanings as indicated:

1. "RFP" shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications & modifications issued by NHDC in respect of the RFP.
2. "Bidder" shall mean the firm/ agency as Partnership, LLP, Public or Pvt. Ltd. Company registered in India the solution(s), services and / or materials required in the RFP
3. "Contract" shall mean the Purchase Order placed by NHDC on the successful Bidder (duly accepted by the later during the bid process)and all attached documents referred to therein and all terms & conditions there of together with any subsequent modification thereto.
4. CPPP means Central Public Procurement Portal.
5. DISA/CISA means Diploma in Information System Audit/Certified Information Systems Auditors.
6. "NHDC" shall mean National Handloom Development Corporation, Ministry of Textiles, and Government of India.
7. EMD means Earnest Money Deposit by Bidders
8. "FCA/ACA" shall mean Fellow/Associate member of Chartered Accountant.
9. ICAI means Institute of Chartered Accountant of India.
10. "Intellectual Property Right", also called "IPR", means any and all copyrights, moral rights, trademarks, patent, and other intellectual proprieties.
11. NDA means Non-disclosure Agreement
12. "Party" shall mean either NHDC or Bidder individually and "Parties" shall mean NHDC and Bidder collectively.
13. "Services" shall mean requirements defined in this Request for Proposal including all additional services associated thereto to be delivered by the Service Provider.
14. "Service Provider" shall mean successful bidder on whom the purchase order/Contract Award is placed by NHDC.
15. "Place" shall mean the location for which the work has been allotted and where the services are to be conducted.
16. "Specifications" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.
17. "Total Cost " shall mean total cost involved in conducting the assigned work including manpower cost and cost relating to fixed & recurring expenditure with applicable taxes and duties, if any.
18. YSS means Yarn Supply Scheme.

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate Sources. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal.

All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

National Handloom Development Corporation Ltd,
4th Floor, Wegmans Business Park, Tower 1,
Sector Knowledge Park – 3, Surajpur Kasna Road,
Greater Noida – 201306

NOTICE INVITING TENDER

National Handloom Development Corporation Ltd (NHDC), a Govt. of India Undertaking, Ministry of Textile, invites online bids through two stages (Eligibility criterion/Technical Bid and Financial Bid) for “Selection of Agency for conducting Forensic Audit at Lucknow Branch Office”.

The tender document may be downloaded from www.nhdc.org.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

S. No.	Particulars Details	Date
1	Date of Issue of Tender Document	03/07/2020 at 4.30 PM
3	Starting Date and Time for Submission of Bid/Tender	03/07/2020 at 4.35 PM
4	Last Date and time for submission of Tender	11/07/2020 at 06.00 PM
5	Date of Opening of Tender	13/07/2020 at 10.30 PM

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Contractors/Bidders are advised to follow the instructions provided in the “Instructions to the Contractors/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>” in the Annexure - A. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Bidders shall not tamper/modify the tender form including downloaded financial bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with NHDC.

Intending tenderers are advised to visit National Handloom development Corporation’s website www.nhdc.org.in and CPPP site <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

EMD and Bid document cost:

Cost of Bid document	INR 2,000 (Indian Rupees Two Thousand only) in the form of DD/NEFT from a Nationalized bank in India and drawn in favour of National Handloom development Corporation Ltd, Greater Noida.
Earnest money deposit	INR 1, 00,000 (Indian Rupees of one Lakh only) in the form of DD/NEFT or BG from a Nationalized bank in India and drawn in favour of National Handloom development Corporation Ltd, Greater Noida.

Tender and EMD payment via NEFT:

Name of Bank: Union Bank of India, Gr. Noida
Account Number: 505001010033550
IFSC: UBIN0550507

Submission of Bids:

The bids shall be submitted online in two parts, viz., Eligibility Criterion/Technical Bid and Financial Bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. The duly signed Hard Copy of original instruments in respect of EMD and bid document cost must be delivered to the address given below on or before bid submission end date/time as mentioned in the critical date sheet. Bids not accompanied with EMD and bid document cost is liable to be rejected. The bid document fee shall be non-refundable. NSIC/MSME/DIC registered agencies are exempted for EMD and bid document fee.

**National Handloom Development Corporation,
Wegmans Business Park, Tower 1, 4th Floor,
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Greater Noida – 201306**

Cover – I Fee / Eligibility Criterion: technical Bid (Check list):

The following documents are to be self-attested and furnished by the Bidder along with Fee/EMD as per the bid document (As applicable):

- a) Scanned Copy of all document as per Eligibility Criterion, Technical Bid Criterion and Form 1, 2, 3, 4 and 5.
- b) Scanned copy of document as a proof for payment of EMD and Bid Document Fee.

Cover – II Financial Bid (Check list):

The following documents are to be self-attested and furnished by the Bidder as a part of Financial Bid as per the bid document (As applicable):

- a) Upload Financial Bid of the tender document as per Form -6.

PART A

INTRODUCTION:

National Handloom Development Corporation Limited (NHDC) was set up in February 1983 as a Public Sector Undertaking by the Government of India as an autonomous body under the Companies Act 1956 in pursuance of the imperative need for a National Level Agency to assist the speedy development of the Handloom Sector by coordinating all action covering the procurement and supply of inputs at reasonable prices augmenting the marketing efforts of State upgrading the technology in the Handloom Sector & improving productivity.

REQUEST FOR PROPOSAL:

NHDC invites online bids from the **currently SEBI Empanelled forensic Auditors** to apply against its RFP for Forensic Audit and intends to select the agency/firm through competitive bidding process in accordance with the procedure set out herein.

OBJECTIVE:

To conduct Forensic Audit in the alleged irregularities observed in the Implementation of Yarn Supply Scheme at NHDC place i.e. Lucknow office. The details of Yarn Supply Scheme can be downloaded from NHDC website, www.nhdc.org.in

THE SCOPE OF WORK:

1. To inquire into the alleged irregularities during period from 01/04/2018 to 30/06/2018 in the business transaction of NHDC Lucknow office.
2. To check the procedure set by NHDC as per YSS guidelines which have been violated in accepting the indents from user agencies and in issuing of purchase order to supplier mills against these indents.
3. To check that the Lucknow office continued to accept indents without 10% advance payment, as per YSS guidelines.
4. To check the supplier mills kept supplying the yarn to Lucknow Office even with huge outstanding payments due to them by Lucknow Office.
5. To check whether the Purchase orders issued by Lucknow branch office were after taking 10% advance from indenting agencies and remaining 90% at the time of delivery, as per YSS guide lines.
6. To check whether supplies were continuing without collecting the payment of the earlier supplies as required by YSS scheme.
7. Verification of records pertaining to maintenance of Accounts in ERP at NHDC Branch Office Lucknow.
8. Verifying genuineness of transactions made during the period.
9. Examining whether all transaction done by Lucknow office as per NHDC extant/ YSS guidelines.
10. Checking fund movement between suppliers, user agencies and NHDC.
11. Conducting investigation from fraud angle in the account transaction to ascertain conclusive view and fraudulent elements, if any.
12. Ascertain the modus operandi and actual fraud amount and loss, if any during the period.
13. Impact of the above transactions on the accounts of the Corporation.
14. To ascertain the culpability of officials concerned.

Report will cover period from 01/04/2018 to 30/06/2018. The above scope of work is illustrative and not exhaustive in nature and NHDC shall be free to add/remove to the above list/discontinuation of the above Forensic Audit depending on the evolving situation.

PART B

COST OF RFP DOCUMENT:

Interested bidders may purchase the RFP document on payment of a non-refundable fee of Rs.2000/- (Indian Rupees Two Thousand only) towards the cost of the RFP document through a NEFT/demand draft in favour of 'National Handloom Development Corporation Ltd' drawn on any schedule bank and payable in Greater Noida . The duly signed NEFT/ demand draft must be submitted while submitting the bid.

SUBMISSION OF TENDER:

Invites online bids through two stages (Eligibility criterion/Technical Bid and Financial Bid) against "Tender for Selection of Agency for Conducting Forensic Audit at NHDC Lucknow Branch office. The tender document may be downloaded from www.nhdc.org.in (for reference only) and to apply kindly visit CPPP site <https://eprocure.gov.in/eprocure/app>.

Hard Copy of EMD and Bid Document fee to be submitted at Following Address:

National Handloom Development Corporation Ltd (NHDC)
4th Floor, Wegmans Business Park,
Knowledge Park – 3, Surajpur kasna Road
Greater Noida - 201306, India

ELIGIBILITY CRITERION:

Document required to submit by the applicants before filling up of application form:

S.No	Particulars	Requisite Document
1	The Bidder should be a Partnership, LLP, Public or Pvt. Ltd. Company registered in India.	Certificate of Incorporation / Partnership Deed containing the required details.
2	The Bidder should be in existence in India for at least ten completed years as on 31.03.2019.	
3	The Bidders should have its office/branch at Delhi/NCR & or Lucknow.	
4	Minimum one partner/ employees (experts) of the bidder shall possess certificate/diploma of DISA/CISA on the strength of the Firm to carry out the assignment conveniently. The minimum strength of employment should not be less than 10 employees in its Forensic Audit Deptt.	Copy of DISA/CISA certificate with supporting documents of 10 employments in forensic Audit.
5	The Bidder should be currently empanelled as Forensic Auditors under Securities and Exchange Board of India (SEBI).	SEBI's Empanelled Letter/Document
6	Presently, Bidder should not be black-listed or barred or disqualified or penalised by any regulator or statutory body/Public /Private etc for similar kind of assignment.	Self-declaration of bidder.
7	Details of Curriculum Vitae of Firm's personnel deputed for the tender work.	Copy of CV containing details of personnel's address, qualification, experience in Forensic Audit and age etc.
8	Ownership and nature of entity (public, partnership, subsidiary, etc.).	Supporting Document
9	Income Tax returns for past three years. (2016-17, 2017-18 & 2018-19)	Supporting Document

10	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the Bidder.	Supporting Document
11	Proof of address of registered office/branch offices	Supporting Document
12	GST Registration Certificate	Supporting Document

Note:

- a. Documentary evidence must be submitted for each criterion.
- b. Completion Letter/ Reference Letter (Format given) from relevant Senior Executive of the client to be attached for each engagement reference mentioned.
- c. All the Statutory Auditor/Internal Auditor/Tax Consultant/GST Consultant/ any other consultant etc. who has been associated with NHDC during the period of 2012-13 to 2018-19 in their professional capacity for providing services in financial matters and in any allied services are not eligible to apply for the tender.
- d. Bidders requested to submit/upload the document as per the Serial Number of Eligibility Criterion.

ABSTRACT OF EVALUATION PROCESS OF TECHNICAL/FINANCIAL BIDS:

NHDC will adopt two stage evaluation process i.e. Technical bid evaluation and Financial bid evaluation. The detail of evaluation process is as follows:

1. Technical & financial bid will have its weightage in the ratio 70% & 30% respectively. Final Selection shall be made based on the composite score obtained on both the Technical and Financial bids during evaluation process.
2. Bidders secure 60% and above in technical evaluation will be declared as technically qualified bidders. The financial bids of only the technically qualified bidders will be opened for further processing i.e. financial evaluation.
3. If there is discrepancy between the unit price and the total price, the unit price shall prevail and NHDC shall correct the total price. If there is discrepancy between words & figures, the amount in words shall prevail. If bidders does not accept the correction of errors, his bids shall be rejected.
4. No changes/clarification by tenderer shall be entertained or allow during the opening of bid. It should be also clear that NHDC has no authority to reject any tender at the tender opening stage, if bidder submitted all the requisite documents.

TECHNICAL BID:

S.No.	Qualification Criteria	Supporting document to be submitted	Points	Maximum Points
1	The bidder should have done at least Three similar assignments with any client (PSU/ Multinational / Indian Companies, at least 1 in PSU/CPSE mandatory) having minimum average turnover of Rs. 250.00 crores or equivalent during last 3 financial years ended on 31.03.2019.	Successful completion letter of the firm Or Engagement letter/Letter of Appointment and final Audit acceptance report (on which audit has been conducted) with CA certified payment receipt	20 Point for Completed upto three Assignment with at least 01 in PSU/CPSE, 30 Point for Completed more than three and upto Five assignment with at least 01 in PSU/CPSE 50 Point for Completed more than Five Assignment and at least 2 in PSU/CPSE.	50 Marks
2	The bidder should have experience related to Textile/trading Industry for conducting statutory audit of any PSU/Multinational/ Indian Companies client having minimum average turnover of Rs 250.00 Crores or equivalent during last 3 financial years ended 31.03.2019	Signed Audit report & Financials of the Audited company or Experience certificate for preparation of Final Accounts	5 point for Each Completed Assignment	30 Marks
3	The bidder should have at least 10 partners/ employees (experts) out of which at least 5 should be Fellow Partners / Employees (as per ICAI guidelines) on the strength of the Firm to carry out the assignment conveniently.	Status of Firm/Company on the portal of ICAI. Or FCA/ACA Membership certificate of each member along with CV of the key experts as per Tech-5.	2 Points for Each FCA Member 1 Points for Each ACA Member	20 Marks
	Total Marks			100 Marks

Note 1: If the submitted experience certificates of satisfactorily completion are issued from the private client, then in support of the authentication of the submitted experience certificates, TDS certificates issued by the concerned client for the subject work shall also be submitted along with the documents

Note 2: Similar assignment means conducting forensic audit (Only those assignments should be included, which have been carried out by the applicant. The assignments carried out by parents/sister companies should not be included)

Note 3: Joint-venture/ consortia of firms / companies shall not be allowed and the bidders should meet the above criteria themselves.

Note 4: Adequate supporting documentary Evidence in respect of each of the Eligibility Conditions/qualifying criteria mentioned above need to be provided invariably. Bidders whose documents found to meet above Eligibility criteria/Qualifying criteria only will be considered for evaluation of their Technical Proposal.

Note 5: The technical bid submitted will be evaluated by a Selection Committee.

Note 6: Documentary evidence must be submitted for each criterion and undertaking or declaration made by the Bidder must be on the company letter head and is to be signed by an authorized signatory.

TECHNICAL EVALUATION:

1. The technical bid will be analysed and evaluated, based on which Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
2. The marks awarded by the Selection Committee would be based on the criterion of defined Technical bid. No plea of reconsideration of the same shall be considered/entertained.

FINANCIAL BID:

Financial Bid shall be duly filled up as per Form -6 in Excel Format. The fee shall be inclusive of all cost of the project and excluding GST/ other taxes, as applicable. Only bidders qualify to secure 60% and above in Technical Bid will be considered for the Financial Evaluation.

OPENING & COMPARISON OF FINANCIAL BIDS:

Financial Bids will be opened and compared (after the technical evaluation is completed) for those Bidders whose technical bids reach the minimum threshold standards (i.e. 60% & above marks) and Bid Security has been deposited. The Financial Bids will be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders.

EVALUATION OF FINANCIAL BIDS

- The Financial Bids of the technically qualified bidders will be evaluated.
- The Evaluation process proposed for Financial Bid will be based on the following formula for determining the Financial Score:

$$Sf = 100 * Fm / F$$

Where Sf means financial score, Fm means lowest price offered and F means the price of the proposal under consideration.

COMBINED AND FINAL EVALUATION:

This shall be based on the Quality and Cost Based Selection (QCBS) method where the Technical score (Tb) is given a weight of 0.7 i.e. (70%) and financial score is given a weight of 0.3 i.e. (30 %):

Final Score of the bid = (0.7 x Tb) + (0.3 x Sf)

where Tb is the Technical Score and Sf is the Financial Score of the bidder under consideration.

The bid with the highest final score calculated in this fashion shall be considered as the best value bid. In case of a tie, the bid that scored a higher Technical score (Tb) will be considered the best value bid and ranked as R1. Similarly other bids will be ranked as R2, R3..... Rn.

AWARD OF CONTRACT

NHDC will award the contract to successful bidder with immediate effect whose bid has been determined to be responsive and has been determined to be most competitive based on evaluation process scoring the highest. It is provided further that the bidder is determined to be qualified to perform the project satisfactorily. NHDC shall, however, not bind itself to accept the highest scoring bid or any bid and reserves the right to accept or reject any bid wholly or in part. The work will commence upon the receipt of work order / award of contract.

SELECTION OF BIDDER:

Bidders are advised that selection shall be entirely at the discretion of the Authority. Bidders shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the selection process or selection.

PERFORMANCE SECURITY DEPOSIT:

Within 3 working days of the receipt of the notification of award (LOA) from NHDC, the successful Bidder shall furnish a performance security for an amount of 5% (Five percent) of the total value of contract of Agency. The Performance Security shall be valid for at least 90 (ninety) days beyond the completion of contract period and shall be denominated in Indian rupees and shall be a Bank Guarantee/Demand Draft/Fixed Deposit Receipt in favour of National Handloom Development Corporation Limited, payable at Greater Noida, issued by a Nationalized bank in India. Performance Deposit will be forfeited, if any deviation is found against Terms and Conditions of Tender Document.

SIGNING OF AGREEMENT:

Bidders successfully declared as an agency for the execution of tender work, will have to execute the contract agreement with NHDC within 05 days.

VARIATIONS:

NHDC reserves the right to increase or decrease the scope of work/contract agreement on any or all items or change the nature of work involved in any or all items of the contract. The contractor shall have no claim for loss of anticipated profits or for any other reason whatsoever on account of these variations.

TIME OF COMPLETION/ENGAGEMENT:

The work shall be completed in all respects within 60 days from the date of award of work. The tender shall remain valid for a period of 180 Calendar days from the date of opening of the financial offer of the tender.

PART C

PAYMENT SCHEDULE, DELIVERABLES AND TIMELINES:

The overall period of the engagement of the empanelled Auditor shall be 60 Days from the date of signing the contract, with the provision for extension based on requirement.

The cost of the audit will be borne by the auditor. The payment schedule will be as follows:

Time Line	Description of Deliverables	Payment Terms	Particular
10 Days	Inception Audit Report	10% of the audit fee	Within 10 Days of Signing of the Contract.
30 Days	Interim Audit Report	25% of the audit fee	within 30 days of the commencement of the work
60 Days	Draft Audit Report	25% of the audit fee	Draft audit report submission to the authority.
	Final Audit Report	40% of the audit fee	Acceptance of Final audit report by authority.

In case of any delay in submission of report / deliverables by more than 15 days for the reasons solely attributable to the auditor, NHDC may impose a penalty of 5% of the total amount of fee payable at that deliverable per month.

BIDDER'S RESPONSIBILITIES AND RELATED CONDITIONS:

a. Attention of the Bidders is drawn to the relevant and extant instructions of GoI, GFR issued by Ministry of Finance, guidelines of Central Vigilance Commission (CVC) as applicable to the subject matter of advice / service to be rendered by the Bidder and are required to be complied with.

b. The Bidder shall, subject to the provisions of the Assignment and with due care, execute the work and take all responsibility, including the supervision thereof and all other things, whether of a temporary or permanent nature, required in and for such execution.

c. The Bidder shall carry out and complete the work in accordance with prevailing good industry practices and using workmanship of the quality and standards there in specified, provided that where and to the extent some approval of the quality of the standards of workmanship is a matter of opinion, such quality and standards shall be to the satisfaction of NHDC.

d. The Bidder should provide professional, objective, un-biased and impartial inputs, recommendation and advices at all times and hold NHDC interest paramount and should observe the highest standard of ethics, values, code of conduct and honesty while executing the assignment.

e. The Bidder carries with him/her/it a certain degree of accountability for any advice or /and any services rendered to the NHDC, keeping in view norms of ethical business,

professionalism and the fact that such advice or service is rendered for a consideration. NHDC may enforce such accountability in case of improper discharge of contractual obligations / deviant conduct by / of any of the parties to the contract. In this, share of NHDC's responsibility, for accepting advice / and services provided by the Bidder, will also be taken into consideration.

f. The Bidder must act, at all times, in the interest of NHDC and render any advice / service with professional integrity. The Bidder shall always keep in view transparency, competitiveness, economy and efficiency in regard with matters related to the subject of the contract or assignment.

g. Bidder is expected to undertake an assignment/project, only in the areas of his/its expertise and where it has capability to deliver efficient and effective advice /services to the client.

h. The Bidder will have to cooperate fully with any legitimately provided / constituted investigative body conducting enquiry into processing or execution of the consultancy contract / any other matter related with discharge of contractual obligations by the Bidder.

CONTRACT / NON-DISCLOSURE AGREEMENT NDA:

The selected Bidder will be required to execute the following:

a. Contract / Agreement which will include all the services and terms and conditions of the services to be extended as detailed here in and as may be prescribed or recommended by NHDC; and

b. Non-disclosure Agreement (NDA)

If the selected Bidder differs / does not agree on any conditions / terms of the contract, NHDC has the right to appoint the next ranked Bidder without any obligation or without assigning any reasons to anyone and shall not be held liable for any losses or damages caused by such action.

Unless and until a formal Agreement is prepared and executed, this Tender (RFP) together with the written acceptance of the Bidder thereof shall constitute binding Terms and Conditions between the parties.

LIQUIDATED DAMAGES:

NHDC will impose Liquidated Damages (LD), if

1. The selected Bidder fails to provide the services to NHDC within the agreed time lines and to the satisfaction of NHDC.

2. the LD will be 1% of the contract value per week of delay, subject to an overall cap of 10% of bid amount and thereafter, the contract may be cancelled after due notice of 30 days (with cure period of 30 days).

Note: - Notwithstanding whatsoever stated in para above, if the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per the NHDC satisfaction, then NHDC can repudiate the contract and adjust LD from the selected Bidder.

TAXES/DUTIES:

All applicable taxes on the consultancy fee will be paid by NHDC. The Bidder shall be responsible for deposit of all taxes, duties, levies, fees or charges in respect of the works as required for the Assignment to concerned Government authorities.

STATUTORY AUTHORITY OBLIGATIONS, NOTICES, FEES & CHARGES:

The Bidder shall comply with and give all notices required by any Act, any instrument, rule or order made under any Act, or any regulation or byelaw of any relevant authority which has any jurisdiction with regard to the assignment. The Bidder would comply with all Applicable Laws as they relate to its performance under this Agreement. This Agreement shall be governed, interpreted by and construed in accordance with the laws of India.

COMPLIANCE WITH ALL APPLICABLE LAWS:

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify NHDC about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect NHDC and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

SINGLE POINT OF CONTACT AND AUTHORISED SIGNATORY:

The selected Bidder should have to provide details of single point of contact viz. Name, designation, address, e-mail address, telephone/ mobile no. etc and authorised someone as signatories as well for ongoing discussion etc.

RIGHTS IN INTELLECTUAL PROPERTY AND MATERIAL:

All the rights relating to the Trade Marks and Copy Rights in respect of development done by the Bidder exclusively on behalf of NHDC and paid for by NHDC shall vest with NHDC.

In order to perform the services, the Bidder must obtain at its sole account, the necessary assignments, permits and authorizations from the title holder of the corresponding patents, models, trademarks, names or other protected rights and shall keep NHDC harmless and indemnify NHDC from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/ or on account of infringements of said patents, models, trademarks names or other protected rights.

All documents, report, information, data etc. collected and prepared by the Bidder in connection with the scope of work submitted to NHDC will be property of NHDC, it shall have every right to use data that may be in the possession of the consultant or its representative in the course of performing services under the agreement that may be entered into. The Bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by NHDC for carrying out of any services with any third parties. The Bidder shall not without the prior written consent of NHDC be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

The pre-existing intellectual property of the Bidder used in deliverables shall remain vested with the Bidder.

TERMINATION:

In the event of non-performance of the Bidder as decided by NHDC or any disputes or differences arising on any matter / provision set out in this RFP and subsequent Agreement for the selected Consultant, the Parties shall try to resolve the matter amicably inter se. Bidder shall be given notice of 07 days to alter the situation and resolve the dispute or reverse the damage caused in any way.

In the event the Bidder does not comply with its obligations, on the termination of the notice period, NHDC shall be at liberty to terminate the Agreement, without further notice, and shall additionally have the right to claim any further rights available under the law, including without limitation, the right to damages.

Upon termination of the Agreement, the Bidder would promptly hand over to NHDC all Deliverable Items, including work-in-progress, all "as is where is basis" condition subject to the settlement of money due and payable. During the period of notification of termination, the Bidder shall complete pending assignments and NHDC shall agree to settle the dues in respect of assignments after completion thereof by the Bidder, except if specifically instructed by NHDC to act otherwise. In such case, the payment due to the Bidder would be determined on the basis of the last completed milestone as per the programme schedule.

NHDC would also have the right to terminate such Service Agreement with 07 days notice without assigning any reason.

NHDC reserves the right to cancel the contract of the selected Bidder and recover expenditure incurred by the Bidder in any of the following circumstances:

- a. The Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- b. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid
- c. The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- d. If deductions on account of Penalty exceeds more than 10% of the total contract price.
- e. If the selected Bidder fails to complete the due performance of the contract in accordance with the agreed terms and conditions.
- f. If the selected Bidder gets merged/ taken over by another Bidder.
- g. If any confidential information of audit is shared with any other party/person except the one specifically nominated as per above.

ARBITRATION:

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be nominated NHDC. The provisions of Arbitration & Conciliation Act-1996 shall apply to such arbitration proceedings. The venue of arbitration shall be NEW DELHI

FORCE MAJEURE:

Neither party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting party's control even after exertion of best of efforts to prevent such failure, which may include but not be limited to, acts of God, war, riots, embargoes, strikes, lockouts, acts of any government authority, delay in obtaining licenses or rejection of proposal under the statutes, fire or floods.

CORRUPT AND FRAUDULENT PRACTICES:

As per Central Vigilance Commission (CVC) directives, it is required that Consultants/Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
- b. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of NHDC and includes collusive practice among consultants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NHDC of the benefits of free and open competition.

NHDC reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. NHDC reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the its discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

PART D

TERM OF RFP RESPONSE:

1. USE OF BID AND INFORMATION:

- a. This document has been prepared solely for selection of Service Provider for conduct of Forensic Audit of NHDC. The RFP document is not a recommendation, offer or invitation to enter into contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between NHDC and any successful Bidder.
- b. While this document has been prepared in good faith, neither the NHDC nor any of its employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.
- c. This document is meant to provide information only and upon the express understanding that the Bidders will use it only for the purpose set out herein.

2. NUMBER OF PROPOSALS:

No applicants or its associate shall submit more than one application. An Applicant individually or as an Associate shall not be entitled to submit another application either individually or as member of Associate.

3. COST OF BIDDING:

The Bidders shall bear all costs associated with the preparation and submission of the tender including but not limited to additional information required by the NHDC, attendance of meeting, etc. and NHDC will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the tendering process. The bidders will quote their bid in Indian National currency i.e. INR.

4. IMPLEMENTATION SERVICES:

- a. The Bidders must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact to that information.
- b. This document constitutes no form of commitment on the part of the NHDC. Each Bidder acknowledges and accepts that the NHDC may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by the Bidders. The Bidders unconditionally acknowledge by submitting its response to this RFP document that they have not relied on any idea, information, statement, representation or warranty given in this RFP document

5. NHDC RIGHT TO REJECT ANY OR ALL BIDS:

NHDC reserves the right to reject any or all the bids without assigning any reasons thereof without thereby incurring any liability to the Bidders or any obligation to inform the affected Bidders on the grounds for the NHDC action or without assigning any reasons, whatsoever. The decision of NHDC shall be final, conclusive and binding on all the Bidders/parties

directly or indirectly connected with the bidding process and the same shall not be questioned / challenged.

6. CLARIFICATION/MODIFICATION:

- a. NHDC may be notified of any omission / discrepancy in the RFP before the closure of bid. If required, the NHDC may thereafter modify the RFP. The modified RFP would be hosted on the NHDC and CPPP e-procurement site. Any subsequent modification in the dates/timelines will be at the discretion of the NHDC.
- b. NHDC also reserves the sole right for carrying out any amendments/ modification/changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on the NHDC website www.nhdc.org.in as well as NIC e-procurement site <https://eprocure.gov.in/eprocure/app> and these will be binding on the Bidders.
- c. NHDC reserves the sole right to cancel the RFP at any stage without assigning any reason.
- d. Before tendering, the Bidders are requested to carefully examine the Tender / Bid Documents, Terms & Conditions of Assignment, Specifications and if there is or appears to be any ambiguity therein, they should immediately refer the matter to NHDC, for clarification.

7. DELAYS OF BID:

Any Tenders / Bids received by NHDC after the deadline for submission of tenders prescribed by NHDC will be summarily rejected and returned unopened to the Bidders. NHDC shall not be responsible for any delay or non-receipt/ non-delivery of the documents.

8. SUBMISSION OF BID:

All submissions, including any accompanying documents, will become the property of the NHDC. The Bidder shall be deemed to have licensed, and granted all rights to the NHDC to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Bidder in the submission or accompanying documents.

9. LANGUAGE OF BID

All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.

10. RFP VALIDITY PERIOD:

RFP responses will remain valid and open for evaluation according to their terms for a period of at least 180 days from the bid opening date. NHDC shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidder for future requirements on the rates finalized in this processing for various

items/activities as described in the financial bid, or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, NHDC may solicit the Bidder's consent to an extension period of validity.

11. APPLICATION MONEY:

The Bidder shall submit Tender fee and EMD of Rs. 2,000/- and 1,000,00/- respectively by way of NEFT/Demand Draft issued in favour of National Handloom Development Corporation Limited, payable at Greater Noida. Tender fee is non-refundable and EMD will return to all unsuccessful bidders without any interest liability. NHDC, at its discretion, reject any Bidder where application money has not been furnished with the bid documents.

PART E

Form – 1

DECLARATION REGARDING SUBMISSION OF BIDS WITH ACCEPTANCE OF TERMS & CONDITIONS:

To,

National Handloom Development Corporation Ltd,
Wegmans Business Park,
Tower 1, Sector Knowledge Park – 3,
Surajpur Kasma Road, Greater Noida – 201306

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. RFP/FA/LKO/2020/001/A] regarding the Selection of Agency for Conducting Forensic Audit at Lucknow Branch office.

I declare that all the provisions of this RFP Document are acceptable to my Firm/Agency. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Signature

Name: _____

Designation: _____

Company: _____

Address: _____

Note: - Copy of authorization by competent authority in the bidders company pertaining to not only this form but entire bid should be enclosed.

PERFORMANCE BANK GUARANTEE:

National Handloom Development Corporation Ltd,
Wegmans Business Park,
Tower 1, Sector Knowledge Park – 3,
Surajpur Kasma Road, Greater Noida – 201306
(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No.: _____

In consideration of National Handloom Development Corporation Ltd, having its office at Greater Noida– 201 306 (INDIA) (hereinafter referred to as “NHDC” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order/Contract Award No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Service Provider” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Service Provider having unequivocally accepted to supply the materials/services as per terms and conditions given in the Agreement dated _____/Purchase Order/Contract Award No. _____dated _____ and NHDC having agreed that the Service Provider shall furnish to NHDC a Performance Guarantee for the faithful performance of the entire contract, to the extent of 05% (five percent) of the value of the Purchase Order/Contract value i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Service Provider) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding _____(say _____only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Service Provider having failed to perform the Agreement and despite any contestation on the part of above named Service Provider.

This guarantee will remain in force up to date of validity and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the service provider does not submit the fresh performance bank guarantee till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the guarantee or ask the Bank to extend validity of the Bank Guarantee. In the latter situation, the Bank shall comply with such a request of extension.

Authorized Signature

Manager

Seal of Bank

Form - 3

INTEGRITY PACT:

(Format for Affidavit) (On the letterhead of the Agency duly stamped and signed)

TO WHOMSOEVER IT MAY CONCERN

This is certify that our Agency:

1. Does not owe any money beyond 60 days to any other agency.
2. Has not been blacklisted/de-listed by any of the Central /State Government /Public Sector Undertakings /Public Sector Banks/any regulatory institution in the past 3 years.
3. Does not have any legal, civil, criminal, taxation and other cases pending against the Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME: DESIGNATION:

DETAILS OF ORGANIZATIONAL, FINANCIAL AND TECHNICAL CAPACITY:

I. Organizational

- a) Type of Organization/Firm/Agency.
- b) Name of the CEO
- c) Profile of the Company – Business Areas, Objectives, Mission and Vision, Duration of the Company Business (enclose document)
- d) Manpower/Staff Strength
- e) No of Branches
- f) Composition of the Board of Directors (enclose document)
- g) Organizational Chart (enclosed document)

II. Financial

- a) Income Tax Returns of the last Three years (2016-17, 2017-18 & 2018-19)
- b) Audited Financial Reports for the last three years (2016-17, 2017-18 & 2018-19)

III. Technical

- a) List of Clients for which Forensic Audit/Inspection has been conducted (enclose Certificate)
- b) Accreditations, if any obtained by the bidding Company
- c) Has the Company ever been black listed by any organization? If so, give details
- d) Arrangements for customers' feedback and its redressal in the company
- e) Experience related to Textile/trading Industry for conducting statutory audit of any PSU/Pvt./Multinational/ etc.

CHECK LIST: DOCUMENT TO BE SUBMITTED ALONG WITH BID:

S.No.	Description of Requisition	Document
1	The Bidder should be currently empanelled as Forensic Auditors under Securities and Exchange Board of India (SEBI).	SEBI's Empanelled Letter/Document
2	Bidder Income Tax return of last 03 Years(2016-17, 2017-18 & 2018-19)	IT Return certificate
3	The Bidder should be in existence in India for at least ten completed years as on 31.03.2019.	Registration Certificate
4	Details of Branch/office at Delhi/NCR and or Lucknow.	Necessary Document
5	Details of Curriculum Vitae of Firm's personnel deputed for the tender work	Copy of CV containing details of personnel's address, qualification, experience and age
6	Self-declaration of Firm regarding not black-listed/ barred/disqualified by any regulator or any statutory body.	Self-Declaration Certificate
7	Pan and GST certificate	Necessary Document
8	Submission of EMD and Bid Document Cost	Proof of Payment
9	Duly signed Bid submission with acceptance of Terms and condition laid in RFP and other Forms	As per Form -1, 2 and 3
10	Details of organisational, technical and financial capabilities as per Form – 4	As per Form – 4
11	The Bidder should be a Partnership, LLP, Public or Pvt. Ltd. Company registered in India.	Necessary Document
12	Minimum one partner/ employees (experts) of the bidder shall possess certificate/diploma of DISA/CISA on the strength of the Firm to carry out the assignment conveniently. The minimum strength of employment should not be less than 10 employees in its Forensic Audit Deptt.	Copy of DISA/CISA certificate with supporting documents of 10 employments in forensic Audit.
13	Board resolution (in case of company) or Power of Attorney authorizing the authorized signatory to sign on behalf of the Bidder.	Supporting Document

Instructions to Bidders for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail

in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the

number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid

openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.