

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-09-2026 20:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	20-09-2026 20:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Water Resources River Development And Ganga Rejuvenation
विभाग का नाम/Department Name	National Projects Construction Corporation Limited
संगठन का नाम/Organisation Name	National Projects Construction Corporation Limited
कार्यालय का नाम/Office Name	Npcc Ltd.
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :shashanks@npcc.gov.in Buyer Email id: bd.division@npcc.gov.in
वस्तु श्रेणी /Item Category	Financial Audit Services - Engagement of Agency for Forensic Audit of Financials of NPCC Ltd; Audit Firm
अनुबंध अवधि /Contract Period	9 Month(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	7 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	10000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	200000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

NPCC Ltd
National Projects Construction Corporation Limited Plot No. 148, Sector-44, Gurugram-122003
(Npcc Ltd)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

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

4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Number of Years of firm/company's existence as per ICAI certificate:As per tender document

Number of years of experience as on date of which at least XX years should be in internal/external audit of companies, PSUs and centrally funded institutions.:As per tender document

Number of full-time partners/experienced and qualified professionals in full time employment at senior level with experience in handling similar or relevant projects:As per tender document

Number of partners/ qualified professionals in full time employment with DISA/CISA qualificationAs per tender document

Number of XX fulltime CA's required and YY professional audit staff:As per tender document

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1788963193.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The parameter wise qualification requirement is as under:-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per tender document	100	75	View File

Buyer Defined Total Qualifying Marks for Technical Qualification: 75

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:NPCC Limited Plot No. 148 Sector-44, Gurugram-122003 time will be intimated later at the technical evaluation stage

Financial Audit Services - Engagement Of Agency For Forensic Audit Of Financials Of NPCC Ltd; Audit Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Engagement of Agency for Forensic Audit of Financials of NPCC Ltd
Type of Financial Audit Partner	Audit Firm
Type of Financial Audit	As per tender document
Category of Work under Financial Audit	As per tender document
Type of Industries/Functions	As per tender document
Frequency of Progress Report	As per tender document
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per tender document
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Shashank Swarnkar	122003,National Projects Construction Corporation Limited, Plot No. 148, Sector - 44, GURUGRAM, HARYANA - 122003	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

NPCC Limited
payable at
Gurugram

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3. Forms of EMD and PBG

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

NPCC Limited

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

4. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

NPCC Limited
payable at
Gurugram

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules)

shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---

REQUEST FOR PROPOSAL

FOR

ENGAGEMENT OF AGENCY FOR FORENSIC AUDIT OF FINANCIALS OF NPCC LTD.



**Plot No- 148, Sec.- 44,
Gurugram, Haryana - 122003**



BID DATA SHEET

NOTICE INVITING e-TENDER (NIT)

Subject: Engagement of Agency for Forensic Audit of Debtors and Creditors of NPCC Ltd.

NPCC Limited (A Govt. of India Undertaking) invites online tenders for experienced Agencies/ Consultancy Firm and competent bidders for the Services on QCBS Mode (80:20) as per the following details:

The tenders shall be available in website www.npcc.gov.in, GeM Portal (<https://gem.gov.in>) on dates as mentioned below. Bids to this tender will be accepted only through ONLINE mode through the website GeM Portal. No other mode of bid will be considered and accepted.

1.	Name of Work / Project	: Engagement of Agency for Forensic Audit of Financials of NPCC Ltd.
2.	Tender Invitation Date	: As Per GeM Portal
3.	Website for viewing tender	: https://gem.gov.in
4.	Website for Registration/ Procurement/ uploading of Tender and also viewing & procurement of the <i>Corrigendum/ Addendum</i> , if any.	https://gem.gov.in
5.	Estimated Cost	: Rs. 1 Crore including GST
6.	Cost of Tender Document / Processing Fee	Nil

7.	Earnest Money Deposit (EMD)	: Rs. 2 Lakh (2% of Estimated Cost) shall be deposited in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque, Bank Guarantee from scheduled/ nationalized/ commercial banks, or payment online in an acceptable form, safeguarding the purchaser's interest in all respects in favour of "NPCC Limited" payable at Gurugram and submitted in sealed envelope cover before the last date of technical bid submission Account Number – 2033201052945 A/c Holder – NPCC Limited Bank Name – Canara Bank Branch name: Gurgaon Millennium Plaza Note: Exemption to MSME in EMD as per GeM
8.	Performance Bank Guarantee	: Rs. 3 Lakh (3% of Total Estimated Cost)
9.	Method of Selection	QCBS (80:20)
10.	Project Completion Period	: The time period shall be 270 Days .
11.	Place of Delivery	Gurugram, Haryana + As Required
12.	Validity of Bid/Tender	300 Days from Bid Opening date
13.	JV/Consortium	Not Allowed
14.	Last date of Online Submission of Bid	: As per GeM Portal
15.	Date & Time of opening of Bid	: As per GeM Portal
16.	Last date & time of Procurement / download of tender Document	As per GeM Portal
17.	Last date & time for online submission of Technical & Financial Bid	: As per GeM Portal
18.	Pre-Bid Meeting	The pre-bid meeting will be held in 15 days from the uploading of this document. Alternatively, Bidder can ask their queries in writing through GeM Portal only.
19.	Address for Submission of Original EMD.	NPCC Ltd HOD (Finance) NPCC Ltd,
20.	Online opening of Technical Bid	: As per GeM Portal

21.	Online opening of Financial Bid	:	Will be Intimated to Technically Qualified Bidders.
22.	NPCC Communication address during Tendering and execution of works	:	NPCC Ltd HOD (Finance) NPCC Ltd, Plot No- 148, Sec.- 44, Gurugram, Haryana - 122003

The RFP document has to be downloaded from above specified website. Bidders are advised to visit above specified website regularly for updates/Amendments/ Corrigendum, if any. The Updates/ Corrigendum/ Addendum shall be followed up to submission of tender and it will be the part of tender. The full details about the work, specifications, terms and conditions shall be available in the RFP Document. The tender document has to be submitted online on website <https://www.gem.gov.in>.

The purpose of this NIT is to provide with information to interested parties to assist the preparation of their bid. While NPCC Limited has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. Further, NPCC Limited does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. NPCC Limited is not responsible if no due diligence is performed by the bidders.

IMPORTANT POINTS

- i. Joint Ventures are strictly not allowed.
- ii. All Bidders are hereby cautioned that Bids containing any deviation or reservation as described in Clauses of "Instructions to Bidders" shall be considered as non-responsive and shall be summarily rejected.
- iii. NPCC Ltd. reserves the right to accept or reject any or all bids without assigning any reasons. No Bidder shall have any cause of action or claim against the NPCC Ltd for rejection of his Bid and will not be bound to accept the lowest or any other tender.
- iv. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.
- v. All information submitted in response to this NIT shall be the property of NPCC Limited and it shall be free to use the concept of the same at its will.
- vi. It is hereby declared that NPCC is committed to follow the principle of transparency, equity and competitiveness in public procurement.
- vii. Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid



documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NPCC.

**For and on behalf of
NPCC LIMITED**

HOD(Finance)
NPCC Limited
Gurgaon, Haryana, India



MINIMUM ELIGIBILITY REQUIREMENTS

GENERAL CONDITIONS OF BID

MANDATORY CRITERIA (Table - 1)

Scrutiny of the proposals for responsiveness will be done to determine whether the bidders meet the preliminary eligibility criteria as defined as under.

Table 1			
S. No	Eligibility Criteria	Documentary Evidence	Evaluation Criteria
1	The bidder should be an Indian Registered Company under Companies Act 2013 Proprietorship Company/ LLP/ Partnership Company/ Limited company private or public or corporation. Joint Ventures are not accepted. Copy of Certificate of Incorporation Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.	Certificate of incorporation /registration.	Complied (Yes/No) Page Reference to the supporting documents attached.
2.	The Bidder should not have been blacklisted by central or state governments, PSU's, bilateral funding agencies in India.	Self-certification by Company secretary.	Complied (Yes/No) Page Reference to the supporting documents attached
3.	Copy of PAN Number	Copy of PAN Card	Complied (Yes/No) Page Reference to the supporting documents attached
4.	Goods and Service Tax (GST): Bidders are advised to get themselves registered for GST in at different place, which are mandatory, as per Govt. of India notification regarding GST. Accordingly bidder shall submit relevant documents if already registered. If not registered till date of submission of bid, bidder will give undertaking on bidder letter head stating that they will get registered in GST as per Govt. norms before submission of bills.	Copy of GST Registration Certificate	Complied (Yes/No) Page Reference to the supporting documents attached

Note: A "NO" in any of the above will lead to the bidder being rejected at this stage itself. Further a "yes" should strictly be accompanied by supporting documents for assessing bidder's primary eligibility (rejection criteria). Any bid found non-responsive to the

mandatory eligibility criteria, or not supported by adequate documentary evidence, shall be rejected without further consideration and shall not be evaluated further.

PRELIMINARY TECHNICAL & FINANCIAL CRITERIA

Table- 2			
S. No	Eligibility Criteria	Documentary Evidence	Evaluation Criteria
1	Receipt of EMD Transaction		
2	Letter of Transmittal in Bidders Letter Head (Annex-A)		
3	Declaration by the Bidder (Annex B)		
4	FORM – A: Financial Information Average Annual Turnover during the last three (03) years ending 31st March of 2025 should be at least 50 Lakhs (50% of the Estimated Cost). The firm /agency shall provide financial turnover of the firm for the last Three years (Ending March 2025) duly certified by statutory auditors / Chartered Accountant. MSES & Startup Relaxation as per GeM Portal shall be provided The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.	Copy of certificate from Chartered accountant /Statutory auditor along with copy of Balance sheet	Complied (Yes/No) Page Reference to the supporting documents attached.
	The Consultant should not have incurred any loss (profit after tax should be positive) in more than two years during last three years ending March, 2025 duly audited by the Chartered Accountant.		Certificate from the Chartered Accountant along with UDIN Number
	The Consultancy should have a positive net worth during the last 3 years, ending March, 2025 Certificate shall be duly attested by the Chartered Accountant along with UDIN Number		Certificate from the Chartered Accountant along with UDIN Number

	Full Balance Sheet and Profit & loss Statement of Bidder for Last 3 years ending last financial year should be verified by Independent Chartered Accountant. The requisite certificates must be certified by statutory auditor of the firm/company. Any such certificate must carry the UDIN (Unique Document Identification Number). The tender evaluation sheet must carry the verification report of UDIN generated from ICAI Portal.		
5	FORM – B Statement of Experience of Similar Works as in Eligibility Criteria Executed/ Completed During the Last 7 Years.		
6	FORM – C Structure & Organization		
7	FORM –D Undertaking Regarding Blacklisting / Non-Debarment [To be submitted on Bidder's Original Letter Head and to be notarized]		
8	FORM – E Format for No Deviation Certificate. [To be submitted on Bidder's Original Letter Head]		
9	FORM – F Format for Integrity Pact [To be submitted on Bidder's Original Letter Head]		
10	FORM – G For Litigation History, Liquidated Damages, Disqualification [To be submitted on Bidder's Original Letter Head and should be notarized]		
11	FORM – H Details of Technical Personnel Proposed with Bio-Data		
12	FORM – I Approach, Methodology and work plan		

13	FORM – J Undertaking [To be submitted on Bidder's Original Letter Head] [Rule 144 (xi) in the General Financial Rules (GFRs), 2017]		
14	FORM – K Correspondence Details of Issuing Authority [To be submitted on Bidder's Original Letter Head]		

15	The Consultant should also have satisfactorily completed the Similar* type and nature of works with Govt. Departments/ Semi-Govt. Departments/ State Govt./ PSUs / Private Entity as mentioned below during the last 7 years ending previous day of last date of submission of tender. i. One (01) similar completed work, each having a contract value of not less than Rs.80 lakh. or ii. Two (02) similar completed works, each having a contract value of not less than Rs.50 lakh. or Three (03) similar completed works, each having a contract value of not less than Rs.40.00 lakh. “Similar work*” refers to consultancy services for Forensic Audit of Financials of a Public Sector Enterprise/ Government / PSU / Corporate entities / financial institutions or Forensic Investigation and Verification of Long Outstanding Receivables and Payables / Forensic Audit of Project Receivables, Vendor Liabilities and Financial Transactions/ Comprehensive Forensic Audit of Debtors, Creditors and Financial Records. Copy of Completion certificate signed by Engineer not below the rank of Executive Engineer or equivalent needs to be enclosed. In the case of the private sector work, signed completion certificate issued by the competent authority must be submitted duly supported by the TDS certificates in the form 26AS		
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	duly authenticated by the chartered accountant or certification by the chartered accountant. MSES & Startup Relaxation as per GeM Portal shall be provided		
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Note:- As per GeM GTC “The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

KEY EXPERT PERSONNEL DETAILS

EVALUATION & SELECTION CRITERIA

Evaluation shall be made under Quality Cost Based Selection (QCBS). Under QCBS, the technical proposals will be allotted weightage of 80% and only agencies securing minimum 75 marks in technical evaluation shall be considered technically qualified. Financial proposals of only those agencies who are technically qualified shall be opened online. Financial proposals will be allotted weightage of 20%.

TECHNICAL

Technical Bid- Eligibility

The first stage of technical evaluation will be based on fulfilling the eligibility criteria based on Table 1 and Table 2. **The agencies qualifying and justifying the eligibility criteria with documentary proof are only considered for further technical evaluation. NPCC reserves the right to reject the Bid under any of the following circumstances:**

1. Submitted the application after the response deadline;
2. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years.
4. Submitted an application that is not accompanied by required documentation or is non-responsive;
5. Failed to provide clarifications related thereto, when sought;
6. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
7. Bid is incomplete and/ or not accompanied by all required documents;
8. Bid is not in conformity with the terms and conditions of Tender/ Bid Document;
9. The Qualifications and Experience of the Bidder are not met by the Bidder;
10. Any other reasons due to which NPCC finds that the Bidder is not eligible.

Technical Bid-Evaluation

The Bidders qualifying the eligibility criteria will be evaluated as given in Table 4: Criteria for evaluation of performance of bidders. Only in case of those bids achieving the minimum qualifying marks of 75, the financial bids will be opened. **Each bidder will have to present a presentation (Part of evaluation as given in Table 4) to the NPCC committee via video conference before opening of financial bid.** The Date & time of the presentation will be intimated to bidders.

KEY EXPERT PERSONNEL DETAILS

Table 4: Criteria for Evaluation of Performance of Bidders		
Sr. No.	Technical Evaluation	Marks
1	The bidder must have minimum experience of 03 years during the last 7 years in the field of consulting services for state/central Government and their undertakings/ Private Entities/ Corporates/Financial Institutions / PSEs.	10
	= 3 Years	5
	> 03 to 05 years	8
	> 05 years	10
2	Annual Average Turnover of the company in last three years	10
	> 50 Lakhs to 1 Crore	5
	> 1 Crore to 4 Crore	8
	> 4 Crore	10
3	The Bidder should have experience in consultancy assignments related to consultancy services for Forensic Audit of Trade Debtors and Creditors of a Public Sector Enterprise/Forensic Investigation and Verification of Long Outstanding Receivables and Payables/ Forensic Audit of Project Receivables, Vendor Liabilities and Financial Transactions/ Comprehensive Forensic Audit of Debtors, Creditors and Financial Records for Government / Semi-Government Departments / PSUs / Private Entities/ Corporates / Financial Institutions / PSEs. The completion certificates to be attached.	20
	> =3 to 5 Work Orders	10
	> 5 to 07 Work Orders	15
	> 7 Work Orders	20
4	Each CV's Marking criteria	35
	Engagement Partner - 10	
	Team Leader - 8	
	Senior Forensic Audit & Domain Expert -7	
	Financial Analyst - 2	
	Domain Expert (4 Nos.) – 2 Marks for Each	

5	Evaluation of the CVs: 1. General Qualifications – 30% 2. Adequacy of the Services - 50% 3. Total Years of the Experience – 20%	100%
6	Presentation on Understanding of Assignment – 5 Marks Approach & Methodology – 10 Marks Work Plan & Resource Deployment – 10 Marks	25
	Total Marks	100

Note:- As per GeM GTC “The Terms and Conditions stipulated in STC & SLA will supersede those in GTC and Terms and Conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.”

Right to Accept/ Reject the Bid

NPCC Ltd reserves the right to accept or reject any Bid and to annul the Tender process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

MSEs and Start-ups shall be considered eligible during evaluation for experience and average annual turnover with a minimum of 50% of the stipulated eligibility criteria

Opening of Financial Bid

Bids fulfilling the required minimum eligibility criteria and securing minimum 75 marks in technical evaluation would be considered for financial evaluation. The financial bids of the technically qualified bidders shall be opened at the notified date & time mentioned in NIT.

Selection Criteria – Financial

- Evaluation Committee shall open the financial Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date and time.
- The rates quoted by the Bidder shall be rounded to two decimal places. The decimal places in excess of two will be discarded during evaluation. The evaluation Committee shall correct arithmetic errors, if any and sign the same. If any discrepancy is found between the amount in figures and the amount in words, the amount in words shall prevail.
- If a tenderer quotes nil rates, the tender shall be treated as invalid and will not be considered as lowest tenderer.

SELECTION OF BIDDER

In QCBS, the total score is calculated by weighting the technical and financial scores and adding them to obtain a combined QCBS (Technical cum Financial) score, as explained in the sub- clauses below. The proposal obtaining the highest total combined score in evaluating quality and cost will be ranked as H-1, followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be awarded the work. If two or more bids have the same highest score in the final ranking, the



bid with a higher financial score will be H-1.

- i. The Technical Proposals are given an absolute technical score (T_a out of max 100) based on the evaluation criteria in Section VII: Evaluation/ Scoring Criteria. However, to normalise this w.r.t. Financial Score S_f below, a relative Technical Score (S_t) based on their relative ranking shall be calculated. The highest evaluated Technical Score ($T_a\text{-max}$) is assigned the maximum relative Technical Score (S_t) of 100 (Hundred). The formula for determining the relative Technical scores (S_t) of all other Proposals is as follows:

$$S_t = 100 \times T_a / T_a\text{-max},$$

in which " $T_a\text{-max}$ " is the highest evaluated absolute Technical Score, " S_t " is the relative Technical score calculated, and " T_a " is the absolute Technical Score of the proposal under consideration. This normalization would avoid any unintended magnification of weightage to the Financial score due to different scales of Technical Scores and Financial Scores.

- ii. The Financial Proposals are given cost-score based on the relative ranking of prices, with the lowest evaluated Financial Proposal (F_m) being assigned the maximum financial score (S_f) of 100(Hundred). The formula for determining the financial scores (S_f) of all other Proposals is as follows:

$$S_f = 100 \times F_m / F,$$

in which " F_m " is the price of the lowest offer, " S_f " is the financial score calculated, and " F " is the price of the proposal under consideration.

- iii. The weights given to the Technical (T) and Financial (P) Proposals are specified in TIS/ AITC: T (the weight given to the Technical Proposal) in %, and P (the weight given to the Financial Proposal) in % (with $T + P = 100\%$)

- iv. Proposals would be ranked according to their combined QCBS (weighted technical, S_t and financial, S_f) scores as follows:

$$S = (S_t \times T + S_f \times P) / 100.$$

in which " S " is the combined QCBS score, " S_t " is the relative technical score calculated as per sub-clause a) above and " S_f " is the financial score calculated as per sub-clause b) above.

- v. All scores shall be calculated up to two decimal places only.

AWARD OF WORK

- As per GeM Portal.

TERMS OF REFERENCE (TOR)

1. OBJECTIVES OF THE ENGAGEMENT

The forensic audit shall have the following objectives:

1. To verify the authenticity, completeness and correctness of all identified debtor and creditor balances.
2. To assess the legal enforceability and recoverability of outstanding receivables.
3. To verify the existence, accuracy and legitimacy of outstanding liabilities.
4. To identify fictitious, duplicate, inflated, unsupported or fraudulent transactions.
5. To detect manipulation of accounting records, journal entries, invoices, credit/debit notes, provisions, write-offs, reversals and other adjustments.
6. To examine compliance with contractual provisions, applicable accounting standards, statutory requirements and NPCC policies.
7. To identify cases requiring recovery action, reconciliation, settlement, arbitration, litigation, provisioning, write-off, write-back or any other appropriate legal or accounting treatment.
8. To determine and quantify the root causes of long-pending receivable and payable balances.
9. To identify financial irregularities, procedural lapses, negligence or supervisory failures and fix responsibility, wherever supported by adequate evidence.
10. To assess the adequacy and effectiveness of internal financial controls, ERP/SAP processes, project-accounting systems, billing mechanisms and governance arrangements.

To recommend corrective measures and develop a practical, time-bound roadmap for strengthening receivables management, payables management, contract administration, project accounting and financial governance and for preventing recurrence of similar issues.

1.1 Applicable Standards and Regulatory Framework

The Agency shall perform the assignment in accordance with the latest applicable provisions of:

- 1) Companies Act, 2013.
- 2) Chartered Accountants Act, 1949.
- 3) Standards on Auditing (SA) issued by ICAI, wherever applicable.
- 4) Guidance Note on Forensic Accounting and Investigation issued by ICAI.
- 5) Indian Accounting Standards (Ind AS)/Accounting Standards, as applicable.
- 6) Goods and Services Tax (GST) Act and Rules.
- 7) Income Tax Act, 1961.
- 8) General Financial Rules (GFR), 2017.
- 9) Central Vigilance Commission Act, 2003



- 10) Prevention of Corruption Act, 1988 (as amended).
- 11) Information Technology Act, 2000.
- 12) Limitation Act, 1963.
- 13) Arbitration and Conciliation Act, 1996.
- 14) Any other applicable Central or State law, statutory regulation, Government notification or NPCC policy relevant to the assignment

2. SCOPE OF WORK

Financial Period: FY 2016-17 to FY 2025-26, with emphasis on the position as at 31 March 2026.

The Forensic Auditor shall undertake an independent forensic and financial assessment of NPCC Limited to ascertain the reliability of its financial position; the quality, recoverability and adequacy of its assets and liabilities; and the financial impact of material irregularities, disputes and accounting weaknesses, including verification of all debtor and creditor balances through documentary evidence, with a focused review of material and high-risk balances.

The scope shall include:

A. Receivables, Contract Assets, Advances and Deposits

- Verify and assess trade receivables, retention money, security deposits, EMDs, mobilisation and other advances, contract assets, unbilled revenue, work-in-progress and claims recoverable.
- Undertake ageing, balance confirmation and documentary verification of material balances.
- Classify balances as recoverable, doubtful, disputed or unrecoverable and estimate likely recovery and realisation timelines.
- Examine long-outstanding, unconfirmed and repeatedly carried-forward balances.

B. Project-related Financial Assessment

- Examine project-wise revenue, expenditure, margins and outstanding balances.
- Assess the financial impact of delayed projects, cost overruns, claims, counterclaims and incomplete project closure.
- Verify settlement and closure status of completed or terminated projects.
- Identify financially stressed projects and quantify related provisioning, impairment or write-off requirements.

C. Liabilities, Commitments and Disputes

- Verify trade payables, contractor and subcontractor liabilities, statutory dues, provisions, accrued liabilities and contractual commitments.
- Identify material unrecorded, understated, disputed, settled or otherwise adjustable liabilities.
- Examine arbitration, litigation, client and contractor disputes having financial implications.



- Assess contingent liabilities and the adequacy of related provisions and disclosures.

D. Financial Reporting and Balance-sheet Review

- Examine revenue recognition, contract accounting and the accounting treatment of claims, arbitration awards, retention money and project balances.
- Review investments, loans and advances, related-party balances, and inter-unit and inter-project balances.
- Verify material bank balances, bank reconciliations, realisations, borrowings, guarantees and financial commitments.
- Assess compliance with applicable accounting standards and the adequacy of financial-statement disclosures.
- Determine the adequacy of provisions and impairment recognised against receivables, claims, advances, investments and other assets.

E. Forensic Financial Analysis

- Examine material journal entries, adjustments, reversals, write-offs and unusual or unsupported transactions.
- Identify repetitive roll-forwards, unsupported accounting entries, diversion or misuse of funds, or other financial irregularities evident from the records.
- Quantify the financial impact of material findings, wherever feasible.
- Identify control weaknesses directly contributing to unreliable financial reporting or financial loss.

F. Expected Outcomes

The Forensic Auditor shall provide:

- an asset-quality and recoverability assessment;
- validation of liabilities and quantification of financial exposures;
- project-wise identification of stressed balances;
- recommended provisioning, impairment, write-off and accounting adjustments;
- assessment of the impact on profitability, net worth and cash flows;
- a materiality-based statement of forensic findings and financial risks;
- balance-sheet clean-up recommendations; and
- corrective measures relating specifically to financial reporting, accounting controls and monitoring of outstanding balances.

3. METHODOLOGY & APPROACH

The consultant shall adopt recognised forensic and financial analytical methodologies including data mining and ageing analysis, party/segment classification (Government/PSU/private/overseas; disputed/timebarred/confirmed), documentary evidence review (contracts, guarantees, arbitration awards), application of Ind AS 109 (ECL) principles and historical loss/provision matrix methods, verification with bank records and writeoff history, and stress testing of assumptions. Management representations shall be documented for all material conclusions.

4. DELIVERABLES & TIMELINE (270 DAYS)

The engagement shall be completed within 270 days from issue of work order in three phases

Phase	Timeline	Deliverable	Key Coverage
Phase I	Within 1 month of LoA	Preliminary Assessment Report	Preliminary party-wise ageing and assessment of trade receivables/debtors and trade payables/creditors; classification of receivables as recoverable, doubtful, disputed or unrecoverable and creditors as genuine, disputed, stale or write-back eligible; assessment of adequacy of existing provisions; quantification of the amount required to be provided for and/or written off in accordance with Ind AS 109 ; and identification of creditor balances requiring provisioning, adjustment, reversal or write-back, based on available records.
Phase II	Within 4 months of LoA	Detailed Interim Forensic Assessment Report	Detailed verification of receivables, payables, advances, deposits, contract assets, project balances, revenue recognition, bank accounts, borrowings, guarantees, statutory liabilities, disputes and contingent liabilities; examination of unusual transactions and unsupported balances; and preliminary quantification of material financial exposures.
Phase III	Within 7 months of LoA	Draft Final Forensic and Financial Assessment Report	Consolidated asset-quality, recoverability and liability assessment; provisioning, impairment, write-off and accounting-adjustment recommendations; quantification of litigation and contingent exposures; identification of financial irregularities and control weaknesses; and assessment of impact on profitability, net worth and cash flows.
Phase IV	Within 9 months of LoA	Final Forensic and Financial Assessment Report	Final report after consideration of factual clarifications, containing quantified findings, balance-sheet clean-up recommendations, amounts requiring recovery or adjustment, corrective measures for financial reporting and controls, and a prioritised action plan specifying timelines and responsible functions.

5. REPORTING & CONFIDENTIALITY

Findings and reports shall be submitted exclusively to the Chairman & Managing Director (CMD) or an authority expressly designated by the CMD in writing.

- All reports, working papers and data are strictly confidential and privileged; they shall

not be shared, published or communicated to any third party without prior written consent of the CMD.

- The consultant and personnel shall execute a Non-Disclosure and Confidentiality Undertaking prior to commencement. All deliverables and underlying data remain the property of the Company.

6. SCOPE REVISION

Any addition, deletion or modification in scope, methodology, deliverables or timeline shall be effected only with prior written approval of the CMD. The consultant shall not expand or initiate extra work without such written approval. Any agreed change shall be documented by formal amendment to the work order with adjustments to fees/timelines as approved by the CMD.

7. VALIDATION & CONSULTATION PROCESS (FOR ACCEPTANCE OF RECOMMENDATIONS)

After Phase III, the consultant shall present draft findings to designated senior officers (including Director (Finance) and CFO) in a consultative review meeting; management representations and clarifications will be recorded and incorporated.

- Phase IV recommendations to be presented in a joint consultative workshop with senior management to produce an implementable roadmap; recommendations shall be formatted for Board consideration and adoption.
- For each material recommendation, the final report shall specify basis, expected benefit, implementation responsibility and timeline.

8. TEAM COMPOSITION & QUALIFICATIONS

Category	Minimum Qualification	Minimum Experience	Responsibility	Deployment
Key Personnel – K1 Engagement Partner	Chartered Accountant (CA)	≥15 years of post-qualification experience in statutory audit, forensic audit, financial investigations and fraud examination of Government/PSU/Corporate entities/ financial institutions.	Overall engagement supervision; strategic direction; quality assurance; approval of audit methodology; review and certification of all deliverables; liaison with NPCC Management and Audit Committee.	Intermittent throughout the assignment (270 Days)

Key Personnel – K2 Team Leader	Chartered Accountant (CA) / CFE	≥10 years' experience in forensic audits, financial investigations and project management.	Overall execution and coordination of the assignment; team management; planning and monitoring; stakeholder consultations; supervision of field investigations; review of findings and timely submission of reports.	Full Time – 270 Days
Key Personnel – K3 Senior Forensic Audit	CA/Forensic Accounting and Fraud Detection (FAFD)/Certified Fraud Examiner (CFE)/ another recognized qualification in fraud audit/investigation	≥10 years' experience in forensic accounting, fraud detection, financial investigations, evidence-based reporting and domain-specific analysis of Government/PSU projects/corporate entities/financial institutions.	Forensic examination of financial records and transactions; verification of debtor and creditor balances; identification and quantification of fraud indicators and irregularities; root-cause analysis; and development of evidence-supported findings.	Full Time – 270 Days
K4 – Financial Analyst	Chartered Accountant/ Cost and Management Accountant/ MBA (Finance)	Minimum 5 years of relevant experience	Review of project accounts and fund flows; assessment of recoverability of receivables; verification of liabilities, reconciliations and financial adjustments; and quantification of the financial impact of audit observations	Full Time – 270 Days

Support Personnel – S1 Domain Expert – (4 Nos.)	Graduate/Post Graduate in Finance, Commerce, Engineering, Management or relevant discipline	≥5 years' experience in project execution, contract management, financial analysis, receivables/payables, or sector-specific assignments relating to Government/PSU projects.	Assist in verification of project records, debtor and creditor analysis, contract review, recoverability assessment, documentation review and preparation of audit findings.	Full Time – 270 Days
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Notes:

1. Detailed CV representing the relevant experiences as stated above shall be provided for evaluation.
2. The CVs of the following experts shall not be evaluated during the Technical Evaluation. However, the CVs of the Experts shall be submitted.
3. NPCC reserves the right to check the credentials submitted by the bidder.
4. No replacement shall be permitted without prior written approval

Apart from the above, the services of domain experts may be required during the course of the assignment, such experts shall be deployed from within the Consultant's team, and their services shall be deemed to be covered under the agreed Contract Price, with no additional financial implication to the Client.

Total Minimum Team Strength: 8 Personnel (4 Key Personnel + 4 Domain Experts)

9. INDEPENDENCE & CODE OF CONDUCT

Consultant must maintain complete independence, disclose any conflicts within 7 days, comply with professional code of ethics and GeM integrity clauses.

10. DATA ACCESS & COMPANY SUPPORT

- Company shall provide access (via a designated nodal officer) to books of account, ledgers, contracts, ageing schedules and personnel for interviews and confirmations.
- Consultant is responsible for confidentiality and safe handling of all data provided.

11. FEES & PAYMENT TERMS

The total value of the assignment shall be Rs. 1 Crore including GST.

Milestone	Payment
On submission of Preliminary Assessment Report	20%
On acceptance of Detailed Interim Forensic Assessment Report	20%
On acceptance of Draft Final Forensic and Financial Assessment Report	20%

Milestone	Payment
On acceptance of Final Forensic and Financial Assessment Report	40%

Quoted fee to be all-inclusive (professional fees, taxes, out-of-pocket). Payments made upon acceptance by CMD/designated authority, subject to statutory deductions.

12. GENERAL TERMS (GeM COMPLIANCE)

- Engagement procured through GeM Portal per GeM General Instructions and Terms & Conditions for Services; bidder eligibility to be as per GeM service category and statutory requirements.
- Work order to include GeM clauses (integrity pact, arbitration, force majeure). Arbitration under Arbitration & Conciliation Act, 1996; seat at Gurugram/New Delhi.
- TOR forms part of bid document; inconsistency resolved by CMD whose decision is final and binding.
- Annexure V: Reporting Templates (Interim Figures schedule, Draft Final report format, Board presentation format).

13. APPENDIX: PROTECTIVE CLAUSES & PROCUREMENT NOTES

- Findings to be delivered only to the CMD protects the Company and ensures controlled dissemination.
- Scope revision only by CMD prevents scope creep and protects resources and confidentiality.
- Validation workshops and jointly recorded management inputs ensure senior leadership ownership and acceptance of recommendations.
- The consultancy is framed as an internal assurance exercise, not a disciplinary investigation, to avoid adverse operational or reputational effects when possible while preserving the Company's right to take appropriate action if forensic evidence points to malfeasance.

14 Replacement of Key Personnel

- The Engagement Partner, Team Leader and other key professionals proposed in the bid shall not be replaced without the prior written approval of NPCC.
- Replacement shall be permitted only in exceptional circumstances such as:
 - Death.
 - Serious illness.
 - Resignation.
 - Long-term incapacity.
 - Other reasons acceptable to NPCC.
- The replacement shall possess qualifications and experience equal to or better than those of the person being replaced.

15 Attendance and Availability

The Agency shall ensure that key personnel are available:

- During kick-off meetings.



- During review meetings.
- During presentations.
- During discussions on draft and final reports.
- NPCC may require the attendance of any key professional whenever necessary.

16 Code of Professional Conduct

All personnel deployed by the Agency shall:

- Act with integrity, independence and objectivity.
- Maintain confidentiality.
- Avoid conflicts of interest.
- Exercise professional scepticism.
- Comply with applicable laws and professional standards.
- Treat all information received from NPCC as confidential.

17 Performance Review

- NPCC shall have the right to review the performance of the deployed team at any stage of the assignment.
- Where the performance of any team member is found to be unsatisfactory, NPCC may require the Agency to replace such individual with a suitably qualified professional within a period specified by NPCC.
- Failure to comply may constitute a breach of the Contract.

18 Minimum Resource Commitment

The Agency shall ensure that adequate professional resources are deployed throughout the assignment.

Reduction in manpower, deployment of inadequately qualified personnel or substitution of key experts without prior approval of NPCC shall not be permitted and may attract contractual remedies, including imposition of penalties or termination of the Contract, in accordance with the Contract conditions.

19 DISPUTE RESOLUTION/CONCILIATION

GOVERNING LAW, JURISDICTION & WAIVER OF ALTERNATIVE REMEDIES - CLAUSE 1

- **Governing Law:** This Contract shall be governed and interpreted strictly in accordance with the laws of India. No foreign law, conflict-of-laws principle, or external rule shall apply, unless expressly mandated by a funding agency and separately approved in writing by the Competent Authority.
- **Exclusive Jurisdiction:** Subject to prior exhaustion of the internal dispute-resolution tiers stipulated in this Contract, the Parties agree that all suits, actions, or proceedings arising out of or in connection with this Contract, including its formation, validity, performance, breach, or termination, shall be instituted exclusively before the competent civil courts at Delhi, being the place where the Company's Registered Office is situated, to the exclusion of all other courts. The Parties irrevocably waive any objection relating to forum non conveniens, place of suing, or inconvenience.
- **Exclusion of arbitration & consensual ADR:** The Parties unequivocally agree that no dispute shall be referred to arbitration, conciliation, expert determination, Dispute

Review Board, or any other form of consensual alternative dispute resolution, except where statutorily mandated (e.g., MSED Act). This exclusion is without prejudice to the mandatory pre-litigation mediation process stipulated in Clause 21 below.

- The parties expressly agree that there is no arbitration agreement between them and they irrevocably waive any right to invoke arbitration under the Arbitration and Conciliation Act, 1996 or to constitute an arbitral tribunal in any manner whatsoever.

20 STRUCTURED INTERNAL DISPUTE RESOLUTION MECHANISM (SIDRM)

- Tier-I: Dispute resolution by Engineer-in-Charge (EIC)/HOD (Finance)
- Notice of Dispute: Any Dispute must be notified in writing to the EIC/HOD (Finance) within 21 days from the date on which the aggrieved Party became, or ought reasonably to have become, aware of the event giving rise to the Dispute.
- Contents of Notice: The notice shall contain (i) complete facts and chronology; (ii) precise contractual clauses invoked; (iii) a quantified claim with calculations; and (iv) full supporting records such as drawings, DPRs, MBs, photographs, test results, correspondence, and site registers. Vague, omnibus, or un-particularised notices shall be summarily rejected without prejudice to NPCC.
- EIC's Decision: The EIC shall examine the matter, including through joint site verification or expert inputs as needed, and shall issue a speaking order within 30 days of receiving a complete notice.
- Binding Effect: The EIC's decision shall bind both Parties unless a written request seeking escalation to Tier-II is filed within 15 days from the date of issuance of EIC's decision. Absence of a timely request shall render the EIC decision final.

20.2 Tier-II: Departmental Review Committee (DRC)

- Constitution: A standing Departmental Review Committee, consisting of three senior officers including two Technical and one Finance/ Account officer, shall independently review disputes escalated from Tier-I.
- Review Process: The DRC shall conduct a record-based administrative review of the Tier-I file, supplemented by written submissions from the Contractor. The committee may permit oral hearings if it deems them necessary for a fair decision.
- Decision & Finality: The DRC shall deliver reasoned determination within 30 days of referral, extendable once by 30 days for, if resolution takes time, with reasons recorded. This determination shall constitute the final administrative decision of NPCC.

21 MANDATORY PRE-LITIGATION MEDIATION

- Obligation to Mediate: Following the DRC decision (or deemed decision), either Party may initiate pre-litigation mediation. Where the dispute qualifies as a 'commercial dispute' under the Commercial Courts Act, 2015, this mediation shall satisfy the mandatory pre-litigation requirement under Section 12A of the said Act.
- Mediation Parameters: Mediation shall be conducted by a mediator empanelled with the High Court or a Government-notified mediation service provider in accordance

with the Mediation Act, 2023. The timelines and extension provisions stipulated in the Act shall apply.

- **Approval of Settlement:** Any mediated settlement agreement shall be subject to final written approval and execution by the Competent Authority of NPCC. The mediator shall be informed at the outset that the authorized representative of NPCC does not have the inherent power to bind NPCC to a settlement without such approval. If such approval is not granted within 30 days of the settlement terms being presented, the settlement shall be deemed not concluded, and the mediation shall be treated as unsuccessful.

22 CIVIL COURT JURISDICTION & CONSEQUENCES OF BREACH

- **Exhaustion of Remedies:** A Party may file a civil suit only after (a) obtaining a DRC decision or deemed decision, and (b) participating in the mandatory mediation process and obtaining a failure report.
- **Mandatory Pleadings:** Every plaint shall specifically demonstrate compliance with Tier-I, Tier-II, and Tier-III requirements. Failure to do so shall render the plaint liable to rejection.
- Any attempt to initiate arbitration or file a civil suit without first exhausting the mandatory tiers stipulated above shall constitute a material breach of contract. NPCC shall be entitled to seek appropriate relief from the court, including but not limited to an injunction to restrain such proceedings, and to recover all associated costs and expenses

23 General Conditions of Assignment

23.1 SUPPORT & INPUTS FROM NPCC

NPCC Limited shall provide:

- Access to relevant records and data
- Interaction with key officials
- Facilitation of workshops and review meetings

23.2 LOCATION & DURATION

- The assignment shall be carried out at NPCC Corporate Office, Gurugram / NPCC Registered Office, New Delhi and other locations as required.
- The total duration of the assignment shall be 9 months from the date of commencement.

23.3 CONSULTANT'S RESPONSIBILITIES

The Consultant shall be solely responsible for:

- Accuracy of data, analyses, outputs and reports
- Compliance with statutory obligations relating to their personnel
- Insurance and safety of their personnel

23.4 STAKEHOLDER CONSULTATION REQUIREMENTS



The Consultant shall conduct consultations and workshops with, inter alia:

- Board/CMD/Functional Directors
- Heads of Finance, HR, Projects and Operations
- Overseas and Regional Office Heads
- Audit, Vigilance and IT units
- Selected project teams and field staff

23.5 REPORTING REQUIREMENTS

- Consultant shall nominate a full-time Team Leader as the single point of contact.
- Monthly progress review meetings shall be conducted with Employer's Steering Committee.
- Any change in milestones shall require written approval of the Employer.
- Reports shall follow formatting standards prescribed by NPCC.

23.6 PERFORMANCE AND QUALITY ASSURANCE

- All deliverables must meet professional standards acceptable to NPCC.
- Employer may seek revisions until deliverables are accepted in writing.
- Consultant shall maintain quality control systems and documentation of methodologies.

23.7 CONFIDENTIALITY

The Consultant shall maintain strict confidentiality of all data, information and documents provided by NPCC.

24 GENERAL PROVISIONS

- **Severability:** If any portion of this Clause is invalidated by a court, the remaining parts shall remain in force.
- **Amendment:** This Clause may be amended only by a written instrument signed by the CMD or an expressly authorized officer of NPCC.
- Failure to continue performance shall constitute a material breach entitling NPCC to terminate the Contract without prejudice to its other right.

Note: The tender is intended for participation of Big Four consulting firms, i.e., **Deloitte, PwC, EY and KPMG**, considering the specialized nature and requirements of the assignment.