



**THE WEST BENGAL STATE HANDLOOM WEAVERS' CO-OPERATIVE
SOCIETY LIMITED (Tantuja)**

REQUEST FOR PROPOSAL (RFP) (3rd Call)

FOR

**ENTRY OF STOCK IN TALLY SYSTEM, PREPARATION OF STOCK REPORT IN
EDITABLE FORMAT AND CERTIFICATION OF STOCK FOR 23 RETAIL OUTLETS.**

Address for communication:

Managing Director, Tantuja
Office of The West Bengal State Handloom Weavers' Co-Operative Society Ltd.
Tantuja Bhavan, No. 18/4, Block - DD, Sector - 1, Salt
Lake City Kolkata – 700064
E-Mail: Tantujasarees@gmail.com

RFP No.: WBTANTUJA/BNA/MD/02(c)/2024-25(3rd Call)

Memo. No.: 400/5491//2024-25

Date: 08.07.2024

Managing Director, The West Bengal State Handloom Weavers' Co-Operative Society Ltd. (Tantuja) invites e-tenders from reputed, experienced Chartered Accountant/Cost Accountant Firms, registered with The **Institute of Chartered Accountants/Cost Accountants of India (ICAI)**, for entry of stock in tally system, preparation of stock report in editable format and certification of stock for 23 retail outlets.

The RFP shall be published in the e-procurement portal of Govt. of West Bengal (<https://wbenders.gov.in/niegep/app>) and can be downloaded from the above portal from 08/07/2024 noon 12 onwards.

Terms and conditions, timelines etc. for participating in the e-tender shall be as provided in the RFP document.

Last date for submission of the online bid is 15/07/2024 upto 4 pm. Any further communications, amendments etc. regarding the RFP shall be available in the above e-procurement portal.

Tantuja reserves the right to (i) reject any or all bids without assigning any reasons whatsoever, (ii) reschedule/postpone the bid date(s) due to any unforeseen circumstances at any stage of the bid process, and/or (iii) cancel or annul the entire bid process without assigning any reasons whatsoever.

Any queries or requests for additional information concerning the RFP may be discussed during the pre-bid meeting. Can also send queries to the official mail id: **tantujasarees@gmail.com**


Managing Director, Tantuja

1. Important Dates and Schedules:

Sl. No.	Activity	Date & Time
1	Date of uploading of NIT Documents online (Publishing Date)	08/07/2024 at 12.00 Noon
2	Documents download/sell start date (Online)	08/07/2024 from 12.00 Noon
3	Bid submission start date & time (Online)	08/07/2024 from 12.00 Noon
4	Documents download end date & time (Online)	15/07/2024 at 04.00 pm
5	Bid submission end date & time (Online)	15/07/2024 at 04.00 pm
6	Technical bid opening date & time (Online)	15/07/2024 at 05.00 pm
7	Financial bid opening date & time (Online)	Will be notified once the technical bid evaluation is completed.
8	Venue of opening of tenders & address for communication	Office of The WB State Handloom Weavers' Co-Op. Society Ltd., Tantuja Bhavan, No. 18/4, Block DD, Sector I, Salt Lake City, Kolkata - 700 064.

2. EMD:

The bidder will have to pay **Rs. 10,000/- (Ten thousand)** only as EMD. The Bidders have to select particular tender and arrange payment of the required **EMD for each as per Memo No. 3975-F(Y) dated: 28.07.2016 by selecting from either** of the following payment modes:

- i. **Net banking** (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gate way. On selection of net banking as the payment mode, the bidder will be redirected to the webpage of ICICI Bank Payment Gateway (along with a string containing Unique ID) from which the Bank through which the transaction is intended will have to be selected. The bidder will then receive a confirmation message confirming success of the transaction. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained at the R N Mukherjee Road Branch of ICICI Bank at Kolkata towards collection of EMD. If the transaction fails, the bidder will have to try for payment again by going back to the first step.
- ii. **RTGS/NEFT-** In case of offline payment through bank account in any bank: On selection of RTGS/NEFT as the payment mode, the procurement portal will show a pre-filled Challan and the details required to process RTGS/NEFT transaction. The bidder will have to print the Challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account. Once payment is made, the bidder will have to come back to the e-procurement portal after expiry of a reasonable time(T+2days) to enable the NEFT/RTGS process to complete, in order to confirm the payment and continue the bidding process. If the transaction is successful, the amount paid by the bidder will get credited in the R N Mukherjee Road Branch of

ICICI Bank at Kolkata towards collection of EMD. If the payment verifications unsuccessful, the amount will be returned to the bidder's account. The bidder will have to try again for payment by going back to the first step.

- iii. **For RTGS/NEFT**, the bidders are requested to process the uploading of the bid document well in advance, and sufficiently prior to closing of the bid of the particular group to avoid the risk of transaction failure.
- iv. **Refund of EMD:** After declaration of Award of Contract (AOC) through the e-procurement portal, the EMD will be automatically refunded to the unsuccessful bidder(s) in the same route to the account from where the transaction was processed within a reasonable time.
- v. **Forfeiture of EMD:** If any bidder fails to perform the work at quoted/accepted rate at quantity claimed/accepted or violates any other condition of the contract, their EMD may be forfeited.
- vi. **Exemption of EMD:** MSME units of the state of West Bengal, participating in the tender will be exempted from payment of any EMD. The bidder will be required to fulfill all of the eligibility criteria in respect of financial capacity as per the Turnover criteria prescribed for SSI/ MSME units under the Micro, Small and Medium Enterprises Development Act, 2006 read with Gazette Notification No. 1532 dated 1st June, 2020 of the concerned Ministry of Govt. of India and Technical Capability comprising of production capacity and Experience/Credentials as detailed in this e-NIT. Bidders in this category shall have to submit both Technical and Financial Bid. In the technical evaluation stage, if any bidder under the MSE category is found to have falsified the documents supportive of its eligibility as an MSE unit, its bid will be summarily rejected, without opening Financial Bid.

3. KEY OBJECTIVES:

Objectives proposed to be achieved through Audit broadly are as under: -

- 3.1) To ascertain Item wise stock along with value in each shop.
- 3.2) To treat the audit report of each shop as the closing balance of stock to operate further as on the date of Audit.
- 3.3) To generate the stock report centrally from H.O. on the basis of submitted report
- 3.4) To identify the areas of significant inefficiencies, if any, in existing systems and to suggest necessary remedial measures.
- 3.5) To submit audit report within the stipulated period as per the LOA and on the basis of report the Authority shall generate report of each shop centrally from the Head Office.
- 3.6) The reports are confidential in nature and only to be submitted before the Managing Director of the Tender Inviting Authority.
- 3.7) Ensure item wise total number of stock in each Shop along with the value of stock in each shop as on the date of Audit.

4. INSTRUCTIONS ON THE BID PROCESS

- 4.1. The Authority is inviting Proposals from the eligible and interested Chartered Accountant/Cost Accountant Firms with the objective of selecting a Firm for the Project as stated above.
- 4.2. The Bids are being invited online in two (2) bid system i.e., Technical Bid and Financial Bid for the **Scope of Work as stipulated in “Annex- B” of this RFP.**
- 4.3. Bidders are responsible to download the RFP, addendums/amendments/corrigendum/ replies to the queries etc., if any, issued by the Authority, from the e-procurement portal (<https://wbenders.gov.in/nicgep/app>) before submission of the Bid. The Authority shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.
- 4.4. Bidding Process will be over after the Agreement is signed with the Selected Bidder.
- 4.5. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- 4.6. Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the Bid may be rejected. Bidders must:
 - (a) include all documentation specified in this RFP;
 - (b) follow the format of this RFP and respond to each element in the order as set out in this RFP; and
 - (c) comply with all requirements as set out within this RFP.
- 4.7. The Authority shall at its sole discretion be entitled to determine the adequacy/ sufficiency of the information provided by the Bidder.

5. MINIMUM ELIGIBILITY CRITERIA

- 5.1. The firm of Chartered Accountants/Cost Accountants who have experience of audit for at least 2 years in last 3 financial years for auditing the stock of Retail Shop (including Private Shopping Mall of Garments/Handloom/Textiles)/Government Organization / Govt. PSU in **Handloom products/Garments/Apparel/Textiles related shop organization are only eligible to apply for this work. Preference shall be given to the Bidders, who have experience in the Government Organization / Govt. PSU. The LOA and the payment certificate for the work must be enclosed.**
- 5.2. The standing of the firm must be 05 years or more as per ICAI Firm Constitution Certificate as on 01.01.2024.
- 5.3. The firm must consist of minimum 03 full time Chartered Accountants/Cost Accountants as partner of the Firm as on 01.01.2024.
- 5.4. The Average Turnover of the Firm for the last 03 financial years ending on 31/03/2023 must be **INR 5(Five) Lakhs** (Enclose return files).

5.5. The firm of Chartered Accountants/Cost Accountants must be registered with **Institute of Chartered Accountants/Cost Accountants of India (ICAI) (Enclose copy)**

5.6. The firm must be registered under Indian Partnership Act, if it is a partnership firm and the copy of deed/ registration certificate must be submitted.

5.7. The Firm must have valid PAN and GST registration certificate (Enclose copy).

5.8. Submit the proof of experience.

5.9. Total number of team to be deployed by the selected Bidder shall be mentioned in the Technical Proposal along with documentary proof of company profile.

Note: -

The CA Firms will furnish details of all these criteria while applying mentioned below:

- Year of establishment of the Audit Firm supported by the copies of the latest certificates issued by the concerned Institute duly attested by Partner with the seal of the Firm.
 - The detailed particulars of the Partners with specific mention of the Fellowship/Associateship of each Partner with the copies of certificates of the concerned Institute, duly attested by a Partner with the seal of the Firm.
 - Number of qualified Assistants mentioning the Name, Qualification and Membership Number of the concerned Institute with the copies of the certificates duly attested by a Partner with the seal of the Firm.
 - Number of Semi Qualified Assistants mentioning the Name, Qualification and student Registration number of the concerned Institute with the copies of certificates duly attested by a Partner with the seal of the Firm.
 - Year-wise detailed experience of the Audit Firm supported with the attested copies of appointment letters which are already executed. Year-wise detailed experience of the firm in other PSUs/Gove. Dept. supported with attested copies of L.O.A. which are already executed.
 - The detailed address with Telephone/Mobile, Fax and E-mail address of the Registered Head Office of the Audit Firms along with its Branches in the State of West Bengal.
- The offers from the Audit Firms that are not supported with relevant document, as mentioned above and any form of misrepresentation made in respect of submitted documents will not be considered for Bidding process.

6. Pre-Bid Meeting & Clarifications

6.1 Online Pre-Bid meeting will be held as per schedule mentioned in the above table for clarification of queries raised by the Bidders.

6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- (a) The Authority will endeavour to provide timely response to all queries. However, the Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this sub-clause shall be taken or read as compelling or requiring the Authority to respond to any query or to provide any clarification.

- (b) The Authority makes no representation or warranty as to the completeness or accuracy of any response; nor the Authority undertake to answer all the queries that have been posed by the Bidders.
- (c) The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.
- (d) At any time prior to the last date for receipt of Bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
- (e) The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on the Authority's e-procurement portal (<https://wbtenders.gov.in/nicgep/app>).
- (f) Any such corrigendum and all clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Provided however that, any non-written clarifications and information provided by the Authority, its employees or representatives in any manner whatsoever shall not in any way or manner be binding on the Authority.
- (g) While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the RFP, from contacting by any means, the Authority and/ or its employees/ representatives on matters related to the Bids under consideration.
- (h) Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

7. Performance Bank Guarantee (Security Deposit):

- (a) The Selected Bidder shall, for due performance of its obligations and other terms and conditions contained in the Agreement, provide to the Authority, **before issuing of L.O.A.**, an unconditional, irrevocable and non-transferable **Bank Guarantee/DD/NEFT/RTGS**, as instructed by the Tender Inviting Authority, in favour of the Authority, cashable and enforceable at Kolkata substantially in the format provided by or acceptable to the Authority (the **"Performance Guarantee"**). The Performance Guarantee (Security Deposit) shall be for a sum of INR [●] (Rupees [●] only) or [10] % (Ten) percent) of the total contract price after adjusting **the EMD amount against the Security Deposit**.
- (b) The Performance Guarantee shall be effective for the entire Term of the Agreement along with a claim period of 3 (three) months thereafter from the defect liability period.

8. Submission of Bids

Submission of Bids : Submission of Bids will happen through the e-procurement portal (<https://wbtenders.gov.in/nicgep/app>). Bidders are required to enroll on the e-procurement portal.

- (a) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

- (b) 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 e-procurement portal.
- (c) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authority (CCA) India with their profile.
- (d) 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.
- (e) Bidder shall then log in to the site through the secured log-in by entering their user ID/ password and the password of the DSC / e-Token.
- (f) During online Bid preparation stage, Bidders are allowed to make any changes or modifications in the Bid data uploaded by them in Technical as well as Financial envelope. Once a Bidder successfully completes the Bid preparation stage, system won't allow it to make any further changes or modifications in the Bid data.
- (g) The Bidders shall submit their responses as per the format given in this RFP in the following manner:
 - (i) Technical Bid
 - (ii) Financial Bid

The Bidders shall not indicate any prices in the Technical Bid. Instead, the same should only be indicated in the Financial Bid.

Financial Bid:

- (a) The Financial Bid must be submitted in the format given in BOQ of **RFP**. If the format is found to be modified by the Bidder, the Financial Bid may be rejected at the discretion of the Authority.
- (b) Only fixed price Financial Bids indicating total prices for all the deliverables and services specified in the RFP will be considered.
- (c) The Financial Bid will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- (d) Any conditional Financial Bid would be rejected.
- (e) Bidders must not leave any field blank. In case the field is not applicable, Bidders must indicate "0" (Zero) in all such fields.
- (f) All the prices (even for taxes) are to be entered in Indian Rupees only. Percentage values are not allowed.

- (g) It is mandatory to provide break-up of all taxes, duties and levies, wherever applicable and/or payable. The Authority shall take into account all taxes, duties & levies for the purpose of evaluation.
- (h) The Authority reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- (i) The Bidder needs to account for all out-of-pocket expenses related to boarding, lodging and other related items in the Financial Bid. Any additional charges have to be borne by the Bidder like transport, local conveyance, accommodation, incidental expenses, medical requirement and whatever cost incurred during the scope of work.
- (j) The L1 quoted rate shall be accepted. If the L1 Quoted Bidder withdraws his Bid through proper notice, then the L2 quoted Bidder will be offered to work with the L1 rate if the Bidder agrees to do so.
- (k) The Bidder should quote the rate on the basis of approx. number of pieces as on the date of publication of this RFP as mentioned in Annexure-C of this Tender Document. Total amount shall be considered for financial evaluation.

9. General terms of bidding

It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete, independent and careful examination of the RFP and unconditionally and irrevocably accepted the terms thereof;
- b. made careful examination and research of all required information, inputs, conditions, circumstances and factors that may have any effect on its Bid;
- c. received and reviewed all relevant information provided by the Authority, as may be relevant to the Bid;
- d. evaluated and accepted all the risks, contingencies and other circumstances which may influence or affect the operations under the Agreement;
- e. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters related to the Bidding Process or the Project;
- f. satisfied itself about all matters regarding the Bidding Process and the Project, required for submitting an informed Bid, in accordance with this RFP and performance of all of its obligations;
- g. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters related to the Bidding Process or the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority or a ground for termination of the Agreement by the Selected Bidder; and
- h. agreed to be bound by the undertakings provided by it under and in terms hereof.

10. Amendment of RFP Document

- (a) At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by issuance of an addendum or a corrigendum.

- (b) The Bidders shall keep themselves updated of any such addenda or corrigenda by continuously visiting the e-procurement portal or website of the Authority.
- (c) Any addenda or corrigenda issued to the RFP will be in writing and shall be accessible to all Bidders and shall be deemed to be part of the RFP.
- (d) In order to afford the Bidders a reasonable time for taking an addendum or a corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

11. Modification and Withdrawal of Bids

- (a) No Bid may be altered / modified after submission to the Authority. Unsolicited correspondence in this regard from Bidder will not be considered.
- (b) No Bid may be withdrawn in the interval between the Bid Due Date and the expiry of the Bid Validity Period. Withdrawal of a Bid during this interval may result in the forfeiture of the EMD.
- (c) Prices in any form or by any reason before opening the Financial Bid should not be revealed.

12. Verification by the Authority and Disqualification:

- (a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available in writing, all such information, evidence and documents as may be required by the Authority for such verification. For the avoidance of doubt, the Authority may at any time, in its sole discretion, seek any clarifications and/or any additional information in writing from any Bidder including the Selected Bidder which may be required by the Authority to verify all statements, information and documents submitted by such Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- (b) The Authority reserves the right to reject any Bid, right to blacklist the Bidder and appropriate the entire Bid Security if:
 - (i) at any time, a misrepresentation is made or uncovered, or if a Bidder gives incorrect/ inaccurate/ misleading information, or suppresses any material information/ facts in its Bid; and/or
 - (ii) it comes to the notice of the Authority at any time, that the Bidder in the immediately preceding two (2) years from the date of submission of its Bid, has failed to perform on any contract awarded to it by the Authority, which is evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or an arbitration award against it, or it has been expelled from any project or contract awarded by the Authority or has terminated any contract or project assigned to it by the Authority due to a breach; and/or

- (iii) the Bidder does not provide, within the time specified by the Authority, the supplemental information, evidence and documents sought by the Authority for evaluation of the Bid; and/or
- (iv) any act or omission of the Bidder results in violation of or non-compliance with this RFP, or any other document referred therein or issued pursuant thereto or any Applicable Law; and/or
- (v) any fraud and/ or corrupt practices (as defined under the RFP) is made or the Bidder was declared as ineligible due to corrupt or fraudulent practices in any prior bid process undertaken by the Authority in the immediately preceding three (3) years, or has been blacklisted by the Authority; and/or
- (vi) the Bidder has been declared bankrupt, insolvent or has pending against it, any litigation or proceedings, before any court or authority, in relation to liquidation, dissolution or winding-up; and/or
- (vii) the Bidder does not furnish or provide the Bid Security as per the terms of RFP or the Bid Security provided has lapsed or has been enforced by the Authority in accordance with the terms of this RFP; and/or
- (viii) the Bidder is in breach of any provisions of the RFP.

13. TENDER OPENING AND EVALUATION OF TENDERS:

I. Opening of Tenders by the Tender Inviting Authority: The Committee of Tender Inviting Authority will open all technical bid submitted through e-procurement portal on the date and time specified in the Data Sheet at the Office of The West Bengal State Handloom Weavers' Co-Operative Society Ltd. Tantuja Bhavan, No. 18/4, Block-DD, Sector -1, Salt Lake City Kolkata – 700 064.

In the event of the specified date of Tender opening being declared a holiday for the Tender Inviting Authority, the tenders shall be opened at the appointed time and location on the next working day.

II. Evaluation and Comparison of Tenders

A Tender Committee, constituted by the Tender Inviting Authority will evaluate the technical bids submitted by bidders. The decision of the said Committee will be final and absolute in this respect will evaluate and compare the tenders which have been determined to be substantially responsive. No tender will be considered if the complete requirements are not included in the bid documents.

III. Qualification criteria:

The Tender Inviting authority will determine to its satisfaction whether the Bidder that is selected as having submitted the **lowest evaluated responsive tender** meets the criteria and is qualified to perform the contract satisfactorily.

14. Pre-Qualification criteria

The prospective Bidder shall have to enclose along with the Technical Bid, documentary evidence in support of the eligibility / pre-qualification criteria specified in **Clause-5**. The technical evaluation of the Bid will be considered only for the Bidders qualifying the pre-qualification criteria.

15. Bid Validity Period:

- (a) The Bids shall be valid for a period of not less than three hundred and sixty five (365) days from the Bid Due Date ("**Bid Validity Period**"). The Bid Validity Period may be extended by the Authority at any time in its sole discretion. The Authority reserves the right to reject any Bid, which does not meet this requirement.
- (b) In the event that pursuant to the Bidding Process, a technically qualified Bidder has been declared to be the Selected Bidder, and the Bid Validity Period set out above has expired or shall expire before the execution of the Agreement (for reasons not attributable to the Selected Bidder), then the Selected Bidder shall be obligated to forthwith extend the validity of its submitted Bid for such further period as conveyed by the Authority and upon such submission, the validity of Bid submitted shall stand extended for such period until which the Agreement is not executed between the Authority and the Selected Bidder.

PART-I

General Conditions of Contract (GCC)

16. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- i. "The Contract" means the agreement entered into between the Selected Audit Firm and the Authority, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- ii. "The Contract Price" means the price payable to the Selected Audit Firm by the Authority under the Contract for the full and proper performance of its contractual obligations;
- iii. "The Service" shall mean the completion of audit within time limit and submit the report to The West Bengal State Handloom Weavers' Cooperative Society Ltd. under the Contract;
- iv. "GCC" means the General Conditions of Contract contained in this section;
- v. "SCC" means the Special Conditions of Contract;
- vi. "The Authority" means The West Bengal State Handloom Weavers Cooperative Society Ltd.
- vii. "The Authority's country" is the Union of India
- viii. "The Audit Firm" means the selected firm conducting the audit under this Contract;
- ix. "The Government" means the Government of West Bengal
- x. "Day" means calendar day.

17. Application:

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

18. Standards:

The Audit shall be conducted as per the requirement of the Authority and complying the accounting norms in India.

19. "Term" of Agreement:

The agreement shall be valid upto the expiry of the defect liability period.

20. Trade Mark/s and Artwork/s

"Trade Mark/s' and Artwork/s shall mean all or any of the Trade Marks and Artworks which are owned by the Authority.

21. Payment Terms:

80% payment will be released after submission of Final Audit Report and the rest 20% payment will be released after 3 months from the date of submission of Final Audit Report. The release of payment is subject to the satisfactory report submitted by the Bidder to the Authority of Tantuja.

22. Business Hours:

The Authority shall keep the franchisee retail outlet open for business only during the hours and days as permitted by the applicable Shops & Establishments Act and will adhere to the provisions of such applicable laws, rules, regulations in terms of operations and management of the retail outlet. The list of weekly off of showroom is annexed in Annexure-D. It is expected from the Bidders that the Audit of Shop will be conducted preferably on the weekly off days and Govt. holidays as per N.I. Act.

23. COMPOSITION OF AUDIT TEAM:

- i. The Audit team should consist of one qualified and one semi-qualified assistant for auditing each shop.
- ii. Minimum of two personnel should be deployed for audit in each shop in a day.
- iii. The number of shop along with approx. quantity of stock as on the date of publication of RFP is mentioned in **Annexure-C**.
- iv. The Audit Team Members should carry Photo, ID issued by the Audit Firm.
- v. The Audit Team will conduct the audit as per Manual, rules & regulations, guidelines, instructions, delegation of power, etc. and in consultation with the concerned officials of Tendering Authority.
- vii. The number of personnel in audit team can be increased by the Bidder as per their discretion to complete the work within due time.

24. Products:

"Products" shall mean the finished handloom goods and procured by The West Bengal State Handloom Weavers' Cooperative Society Ltd for selling through the retail outlet.

25. Audit Report:

The report prepared by the audit firm shall be treated as "Audit Report". The reports are confidential in nature and only to be submitted before the Managing Director of the Tender Inviting Authority.

26. Indemnity

The Audit Firm shall always indemnify, defend and hold harmless the Authority and its Affiliates, agents and employees, and their respective successors and assigns, from and against all liabilities, losses, damages, costs and expenses (including the fees paid by Authority to Advocates & counsels, Arbitrators, Court expenses incurred in the litigation) in relation to or arising out of:

- a) the unauthorized use of the Trade Marks or artworks of Authority; or
- b) the violation of Applicable Laws; or
- c) Any claims or actions or proceedings instituted by any governmental or regulatory or judicial body as a result of the Auditor's failure to comply with Applicable Laws including the failure to obtain or comply with the terms of, any Approvals; or
- d) any use of the Trade Marks or artworks that is not in accordance with this Agreement, including claims of intellectual property rights infringement instituted by a third party as a result of such use; or
- e) any use of packages, labels or containers that have not been approved or permitted by the Authority, including claims of intellectual property rights infringement instituted by a third party as a result of such use; or
- f) Any breach of any provision of any Document (including breach of any representation or warranty) by the Authority; or
- g) Any claim or action of any third party including on account of any breach committed by the Audit Firm or any misrepresentation by the Audit Firm to any third party; or
- h) Anything done or omitted to be done through the negligence, default or misconduct of the Audit Firm or of its officers, directors, employees or agents;

27. Misuse of Trademark and Artwork:

The Audit Firm shall not use the Trade Marks and artworks in any manner whatsoever which shall or may jeopardize the significance, distinctiveness or validity of the Trade Marks and artworks and shall apply and use the Trade Marks and artworks only upon, or in relation to or in connection with, the Products and only in such form and manner which the Authority may from time to time direct.

28. Right of Vigilance:

The Authority shall have right to inspect the progress of work at any time by sending its representative to the shop. The inspection may be with intimation or without intimation.

29. General Obligations:

- A. All copyrights in the Technical Information/manuals/designs and other intellectual property and Know How (including documents containing the same) shall continue to vest in the Authority.
- B. The Audit Firm shall not be entitled to make any copies of the documents/manuals containing the Technical Information and Know How or part with any information verbal or written without the prior written consent of the Authority.

30. Forfeiture of Security Deposit:

The Bid Security shall be forfeited by the Authority as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP or under law or otherwise, *inter alia*, under the following conditions:

- (a) If the selected Bidder engages in a Corrupt Practice, Fraudulent Practice, Coercive Practice and/or Restrictive Practice; and/or
- (b) If a Bidder withdraws or modifies its Bid during the Bid Validity Period as specified in the RFP; and/or
- (c) In the case of Selected Bidder, if it fails to acknowledge and return the duplicate signed copy of the letter of award, sign the Agreement and/or any other related document, and/or fails to deposit / submit the performance bank guarantee within the stipulated period; and/or

- (d) In the case of Selected Bidder, if it fails to commence the Work within **15(fifteen) days of execution of the Agreement.**
- (e) **If** the selected Bidder fails to comply with any terms of the Tender Document.

31. Letter of Award:

The Authority shall, after determination of the Selected Bidder, issue the letter of award (“LOA”). Before issue of the LOA or at any stage thereafter, the Authority reserves its right to conduct a due diligence on the Bidder at its own costs including right to visit the previous projects executed by the Bidder and whose experience it had claimed for meeting the qualifying requirements. The Authority may also involve its consultants and advisors in conducting the due diligence and the Bidder shall cooperate with the Authority in the above exercise. The LOA may not be issued to the Selected Bidder or it may be withdrawn (if already issued) if any information or claim made in the Bid is found to be misleading or untrue in any respect.

32. Work Completion Timeline:

Total work shall be completed within **30(thirty) days** from the date of Letter of Award (LOA).

33. Signing of Contract:

Contract shall be signed by **the L1 Bidder before issuance of LOA** in the format as provided by the Authority. It is clarified that the said format may be varied by the Authority, in accordance with its operational requirements and policies, and also to comply with any Applicable Laws. It is further clarified that if the Selected Bidder fails to sign the Agreement within the specified time, then the Authority shall be entitled to forfeit the Bid Security paid by the Selected Bidder and may, in its sole discretion, invite the **second lowest successful bidder** to match the offer made by the Selected Bidder.

34. Defect liability period:

The defect liability period shall be 12 months from the date of submitting final Audit report. After defect liability period the security deposit in the form of Bank Guarantee will be refunded subject to the satisfactory performance of the concerned department of the tender inviting Authority.

35. SCOPE OF WORK:

The Scope of Work mentioned in the **Annexure-B** of this tender document which should be followed by the selected Bidder.

36. Notices:

Any notice, request or other communication required to be given under this Contract shall be served personally or mailed to the other party by registered post, addressed to the parties at their respective addresses set out at the beginning, or at any other address that each party shall provide to the other in writing.

Notices and communications shall be considered given or made:

- (a) Where sent by hand or courier, upon receipt;
- (b) Where sent by registered post, on the eighth Business Day following the date of posting;
- (c) Where given by fax, twenty-four (24) hours after the time of successful transmission;
- (d) Where sent by e-mail, within twenty-four (24) hours after the message has been sent to the intended recipient provided that the sender doesn’t receive an automatic out of office reply and/or a message notifying the sender of delays with the delivery of the email in question.

PART-II

SPECIAL CONDITION OF CONTRACT

37. Termination

The Agreement shall be terminated:

- a) Satisfactory completion of work and submission of final audit report and expiry of the defect liability period.
- b) In the event of a breach or default by the Audit Firm of any provisions of and/or terms, and/or conditions, and/or obligation of this Agreement and subsequent failure to remedy the breach or default within 30 (thirty) days of having been notified by the Authority;
- c) Any infringement, passing off by the Audit Firm to the validity of any part of the Intellectual Property Rights.
- d) If the Firm goes into either compulsory or voluntary liquidation except for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Firm makes assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is made against the Firm or any similar occurrence in any jurisdiction affects the Firm.
- e) If the Firm engages in any conduct prejudicial to the Authority in the production, marketing of the Products OR services generally.
- f) Cross the limit of protected Territory.

38. Consequences of Termination:

The Audit Firm agrees, undertakes, promise and covenants unto the Authority that in the event of termination of Contract/Agreement for whatsoever reason or expires by efflux of time, the Audit Firm shall immediately cease to continue the Audit Work.

39. Liquidated Damages:

If the agreement is terminated due to the reason mentioned in Point no.- 28(b) to 28(f), the Audit Firm is liable to pay liquidated damages. The amount of damages shall be fixed by the competent authority of Tantuja.

40. Limitation of Liability:

In no event and under no circumstances, the Authority shall be liable to the Audit Firm for any direct, indirect, consequential or special damages or for any loss of business or profits, loss of revenue, loss of opportunity or loss of goodwill etc.

41. Intellectual Property Rights:

Intellectual property right of the Tender Inviting Authority shall not be infringed in any manner during the course of work.

42. Confidentiality:

The Audit Firm covenants and undertakes unto the Authority to maintain the confidentiality of the Authority's Confidential Information at all times and to keep all Confidential Information belonging to the Authority fully secured and protected against theft, damage, loss or unauthorized access, and not at any time, whether during the terms of the executed Agreement or at any time thereafter, without the prior written consent of the other party / Confirming Party, directly or indirectly to use or authorize or permit the use of any of the sole purpose of the performance of

its rights and obligations hereunder, or to disclose, exploit, copy or modify any of the Authority's Confidential Information, or authorize or permit any third party to do the same.

Audit Firm shall indemnify to Authority from and against any and all loss or damage incurred by the other / Confirming Party as a result of any breach by the indemnifying party or its employees, officers, agents or contractors, of any of its or their obligations under this Clause.

43. Relation between Parties:

The relation between the Audit Firm and Authority will be that of principal to principal and not as principal and agent or otherwise. Nothing in the Agreement between the parties shall create or be deemed to create any relationship of agency, partnership or joint venture between the Audit Firm and the Authority.

It is further agreed that none of the employees/ servants/ officers/ staff appointed by or engaged by Audit Firm for the purposes shall be deemed to be or construed as employee, agent or staff or workmen of Audit Firm.

44. Compliance with Laws:

The Audit Firm shall comply with all the local laws that it is governed by. The Audit Firm shall hold the Authority harmless from any act of omission and shall be solely responsible for all taxes, penalties, employee liabilities, etc. during or after the subsistence of execution of agreement.

45. Force Majeure

Neither party shall be liable to the other for delays in performance or failure to perform its obligations under execution of Agreement, other than obligations to pay money, occasioned in whole or in part by force majeure, acts of God, fire, governmental act, epidemic or government lockdown or regulation war, civil commotion, destruction of plant, delay of carrier any government act, law or regulation compliance with any governmental request or any other cause beyond its control.

46. Waiver of Immunity:

The Bidder unconditionally and irrevocably agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this RFP or any transaction contemplated by this RFP or pursuant thereto, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of such Bidder with respect to its assets.

47. Fraud and Corrupt Practices:

(a) The Bidders and its shareholders/partners and their respective officers, employees, directors, representatives, contractors, agents and advisers shall observe the highest standard of ethics during the entire Bidding Process and till the execution of the Agreement. Notwithstanding anything to the contrary contained herein, the Authority may, at any time, withdraw and/or cancel or annul the Bidding Process, without being liable in any manner whatsoever to any Bidder, if the Authority determines that any Bidder or any of its shareholders, partners, officers, employees, directors, representatives, contractors, agents or advisers has, directly or indirectly, or through any Person, engaged in any Corrupt Practice, Fraudulent Practice, Coercive Practice and/or Restrictive Practice in the Bidding Process or the execution of the Agreement.

(b) If the Authority determines that any Bidder or any of its shareholders / partners or any of their respective officers, employees, directors, representatives, contractors, agents and

advisers, as the case may be, has, directly or indirectly, or through any of other Person, engaged in any Corrupt Practice, Fraudulent Practice, Coercive Practice and/or Restrictive Practice in the Bidding Process, in the issuance of the LOA or the execution of the Agreement, then the Authority shall be entitled to withdraw the LOA and/or cancel or annul the Bidding Process and forfeit and appropriate the Bid Security and/or the Bank Guarantee (as the case may be), as damages, without prejudice to any other right or remedy that may be available to it under the Tender document or under Applicable Law or otherwise.

- (c) Without prejudice to any other right of the Authority in the Tender document and the rights and remedies which the Authority may have otherwise, if any Bidder or any of its shareholders / partners or any of their respective officers, employees, directors, representatives, contractors, agents and advisers, as the case may be, is found to have, directly or indirectly, or through any of other Person, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Restrictive Practice during the Bidding Process, or after the issuance of the LOA or the during the subsistence of the Agreement, then neither that Bidder nor any of its shareholders / partners or any of their respective officers, employees, directors, representatives, contractors, agents and advisers, shall be eligible to participate in any tender or tender/bid document issued by the Authority during a period of three (3) years from the date it is found to have been, directly or indirectly, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Restrictive Practices, as the case may be.

48. Governing Law and Jurisdiction:

This RFP shall be governed by and construed in accordance with the laws of India. All matters arising out of or in connection with this RFP shall be subject to the exclusive jurisdiction of the courts in Kolkata.

49. Jurisdiction and Arbitration

This Tender and subsequently executed Agreement between the parties shall be governed by applicable Indian laws in force and shall be subject to the exclusively jurisdiction of courts in Kolkata.

Any dispute or difference arising between the Parties out of the Agreement relating to any matter in connection with or arising out of the Agreement including but not limited to any terms hereof and/or construction or effect of any of the clauses hereto between the parties hereto shall first be endeavored for amicable settlement through table talks.

If foregoing endeavor fails for a period of 30 days, then the dispute shall be referred for adjudication and disposal by an Arbitrator (to be appointed mutually by both the Parties). The Arbitration shall be invoked by aggrieved party in writing.

The Arbitration shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 and amendments up to date therein.

The arbitration award passed by the presiding arbitrator shall be the final and binding on the parties and their respective successors in law.

The venue of Arbitration shall be Kolkata.

The language shall be English.

Annex-A

Technical Bid Covering Letter

[On letterhead of Bidder]

Date: _____

To
The Managing Director,
West Bengal State Handloom Weavers' Co-Operative Society Ltd.
Tantuja Bhavan,
No. 18/4, Block - DD, Sector - 1,
Salt Lake City Kolkata – 700064

Sub: Bid / application for entry of stock in tally system, preparation of stock report in editable format and certification of stock for 23 retail outlets.

Dear Sir,

With reference to your RFP No. _____ dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our bid / application **for entry of stock in tally system, preparation of stock report in editable format and certification of stock for 23 retail outlets as on date.**

1. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for pre-qualification of the Bidders for the aforesaid Project and I/we certify that all information provided in our Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid
2. I/We authorize the Authority or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. If on verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, I/we hereby authorize the Authority to reject our application.

3. The names and positions of persons who may be contacted for further information, if required, are as follows:

Name:

Designation:

Telephone:

E-mail id:

4. I/We confirm having submitted the information as required by the Authority in the eligibility / pre-qualification criteria. In case the Authority requires any other further information / documentary proof in this regard before evaluation of our bid, I/we agree to furnish the same in time to the Authority's satisfaction.

5. I/We undertake, if our application / bid is accepted, to provide all the services related to the Project put forward in the RFP or such features as may subsequently be mutually agreed between the Authority and us.
6. I/We agree for unconditional acceptance of all the terms and conditions set out in the Tender document and also agree to abide by the bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us with full force and virtue. Till a formal contract is prepared and executed, this Bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and the Authority.
7. I/We hereby declare that if the contract is awarded to us, we will submit performance bank guarantee as per the terms provided in the RFP.
8. I/We understand that the Authority reserves the right to reject any application without assigning any reason thereof.
9. I/We hereby undertake that I/We have not made any payment or illegal gratification to any person/authority connected with the Bidding Process to influence the Bidding Process and have not committed any offence under the Prevent of Corruption Act, 1988 in connection with our Bid.
10. I/We here by irrevocably waive any right or remedy which we may have at any stage at law or how so ever otherwise arising to. or
11. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.
12. We declare that we have read through the RFP document, all related clarifications and corrigendum.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory)

Name:

Designation:

Address:

Date:

(Affix company stamp)

Annex B
Scope of work

The Scope of Work for entry of stock in tally system, preparation of stock report in editable format and certification of stock for 23 retail outlets mentioned below:

1. Physically scan items of the store.
2. The inventory to be fed into the system consists of finished material and have been transferred from the warehouse of the Tender Inviting Authority to the retail outlet. The Agency, therefore, should ensure proper price tag of item exists for which scanning/stock entry into the system is being done.
3. Ensure that input inventory actually and physically exists at the reporting date, i.e. the date on which details of the stock is fed into the system
4. Ensure that the inventory really belongs to the company based on price tag.
5. Ensure the stock fed into the system reflects actual value, i.e. as per price indicated on the price tag
6. After proper scanning, input and reconciliation of the inventory into the system, the Third Party Agency will submit a comprehensive report for each store at which it has completed such operation. The report should contain details of the stock, number of pieces, valuation at sale price, date/period during which such stock entry cum audit has been performed and notes of the auditor. The report should be countersigned by in-charge/manager of the retail outlet of Tantuja. The agency will also submit a consolidated report which will contain such store-wise information.
7. The Agency might examine the procedures in place and may pause retail operations to any further receiving or selling during the process. This should only be done to ensure all transactions have been reported in the current financial period. The Agency will also test receiving and shipping of goods to prove accuracy of recorded movement into and out of inventory.
8. For disputed/damaged/soiled stock, for which no proper identification, price tag can be found, due to which it cannot be fed into the system, the Third Party Agency should separately identify such stock, and mention the aggregate pieces, type of items, brief description, approximate value and reason for such omission from entering into system
9. If the overall performance of the selected Bidder along with the Audit Report is satisfactory to the Authority of Tantuja then the Authority of Tantuja may consider the selected Bidder to conduct audit for rest of the showrooms with the same rate later on.
10. Total work shall be completed within **30(thirty) days** from the date of Letter of Award (LOA).

Particulars of the Bidder:

S. No.	Information sought	Details
1.	Name and address of the Bidder	
2.	Legal status (whether sole proprietorship / partnership firm / company)	
3.	Year of establishment	
4.	Date of registration	
5.	PAN and GST no.	
6.	Name, address, email and mobile number of contact person	

(Signature of the Authorized signatory)

Name:

Designation:

Address:

Date:

(Affix company stamp)

Financial Capability

*[On the letterhead of the Chartered Accountant]
[To be submitted along with Audited Financial Statements]*

Date: _____

To
The Managing Director, Tantuja
West Bengal State Handloom Weavers' Co-Operative Society Ltd.
Tantuja Bhavan,
No. 18/4, Block - DD, Sector - 1,
Salt Lake City Kolkata – 700064

Sub: Bid / application for entry of stock in tally system, preparation of stock report in editable format and certification of stock for 23 retail outlets.

Dear Sir,

We have examined the books of accounts and other relevant records of *[mention name of the Bidder]*. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge and belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the last three financial years i.e., from FY 2020-21, FY 2021-22 and FY 2022-23 was as per details given below:

Information from audited Balance Sheets (in INR)			
	FY 2020-21	FY 2021-22	FY 2022-23
Annual Turnover			
Profit before tax			
Profit after tax			

(Signature of the Chartered Accountant)

Name:

Designation:

Membership No.:

Address:

Date:

(Affix stamp)