

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-10-2025 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-10-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Commerce And Industry
विभाग का नाम/Department Name	Department For Promotion Of Industry & Internal Trade
संगठन का नाम/Organisation Name	Dpiit Admin
कार्यालय का नाम/Office Name	Room No 21 Udyog Bhawan New Delhi 110011
वस्तु श्रेणी /Item Category	Financial Audit Services - Refer attached document; CAG Empaneled Audit or CA Firm
अनुबंध अवधि /Contract Period	3 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1500 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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	3 Days
अनुमानित बिड मूल्य /Estimated Bid Value	57000000
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	1150000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	48

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई

केटेगरी 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.

लाभार्थी /Beneficiary :

Pay and Account Officer

Room No 21 Udyog Bhawan New Delhi 110011, Department for Promotion of Industry & Internal Trade, DPIIT Admin, Ministry of Commerce and Industry
(Dpiit New Delhi, Payable At Delhi)

विभाजन/Splitting

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

Price Breakup Format for the bidders to upload for providing break-up of overall project cost:[1758285868.pdf](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters

are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Technical Parameters as per RFP	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Interview Venue:Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industries, Vanijya Bhawan, New Delhi - 110011

Presentation Venue:Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industries, Vanijya Bhawan, New Delhi - 110011

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
26-09-2025 15:00:00	Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industries, Vanijya Bhawan, New Delhi - 110011

Financial Audit Services - Refer Attached Document; CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Refer attached document
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Cost Audit
Category of Work under Financial Audit	Claims Audit UNDER UNNATI, 2024
Type of Industries/Functions	Government
Frequency of Progress Report	as specified in the scope of work
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Monthly
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Rahul Saini	110011,Room no. 31 udyog Bhawan New Delhi	1	N/A

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

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

3. Forms of EMD and PBG

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

DPIIT
payable at
New Delhi

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.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

5. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any

Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

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

This Bid is governed by the [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 कार्यवाई 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---

DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE
Ministry of Commerce and Industry, Government of India

SELECTION OF 3RD PARTY AUDIT AGENCY FOR PRE-SCRUTINY OF APPROVED
CLAIMS UNDER UNNATI, 2024 FOR NER STATES FOR
DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE

REQUEST FOR PROPOSAL

19 SEPTEMBER, 2025

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DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE

REQUEST FOR PROPOSAL (RFP) SELECTION OF 3rd PARTY AUDIT AGENCY FOR PRE-SCRUTINY OF APPROVED CLAIMS UNDER UNNATI, 2024 FOR NER STATES.

- The Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, has launched the Uttar Poorva Transformative Industrialization Scheme (UNNATI), 2024, aimed at transforming the industrial ecosystem in the North-East Region (NER). The scheme spans 10 years (2024–2034) with an additional 8 years for committed liabilities and a financial outlay of Rs. 10,037 crores.
- The scheme is for 10 years, i.e. 2024 to 2034 plus 8 more years for meeting committed liabilities. The financial outlay of the Scheme is Rs. 10,037 crores. The scheme envisages three types of incentives, namely Capital Investment Incentive (CII), Central Interest Incentive (CIS) and Manufacturing & Service Linked Incentive (MSLI).
- It is estimated that under this scheme nearly 2,800 new units will be set up and will benefit. DPIIT is the nodal department for overall monitoring the scheme and expected to provide support to the States of North-East Region to ensure effective implementation of the scheme.
- Each new unit may file up to 48 claims in 03 components of UNNATI, 2024 Scheme, i.e. CII (1), CIS (7), and MSLI (40). To ensure transparency and to check the genuineness of claims under the scheme, DPIIT plans to engage an independent third-party audit agency to conduct pre-scrutiny of claims the registered units that have been submitted to the Department.
- In this regards, proposals are being invited for the empanelment of third-party audit agency to conduct the pre-scrutiny of claims. The empaneled agencies will be responsible for ensuring effective monitoring of the scheme through thorough claim verification. Applicants are advised to carefully review the Scope of Work and technical specifications detailed in this document before submitting their proposals.
- **Interested applicants are requested to submit their responses to the "RFP" on Government E Marketplace <http://gem.gov.in/on> or before 10th October 2025 at **06:00 PM**. The submissions must be addressed to: **DPIIT, email: ners-dpiit@gov.in and akumar.v13@nic.in Department for Promotion of Industry and Internal Trade, NER Section, Ministry of Commerce & Industry, Government of India, Vanijya Bhawan, New Delhi-110011****

Disclaimer

1. This RFP document is neither an agreement nor an offer by Department for Promotion of Industry and Internal Trade, NER Section, Ministry of Commerce and Industry, Government of India (hereinafter referred to as DPIIT) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in formulating their proposal pursuant to this RFP.
2. DPIIT does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document. DPIIT can't consider the particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DPIIT in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
3. DPIIT will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DPIIT or their employees, any 3rd party audit agency or otherwise arising in any way from the selection process for the Assignment. DPIIT will also not be liable in any manner, whether resulting from negligence or otherwise caused by the reliance of any Applicant upon any statements contained in this RFP.
4. DPIIT will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DPIIT is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services, and DPIIT reserves the right to accept/reject any or all of the proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DPIIT also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DPIIT accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DPIIT reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be available on the DPIIT web Portal.

Section 1. Letter of Invitation

New Delhi

Date: 19 September 2025

1.1 Introduction

The Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, has launched the Uttar Poorva Transformative Industrialization Scheme (UNNATI), 2024 to catalyze industrial growth in the North-East Region (NER). With a financial outlay of Rs. 10,037 crores, the scheme aims to attract new investments, enhance competitiveness, and foster sustainable development across the NER states.

To ensure transparency and effective implementation, DPIIT intends to engage professional audit agencies for pre-scrutiny of claims submitted by the registered unit under the scheme. The selected audit agency will be responsible for verifying documentation, assessing eligibility, and recommending incentive entitlements in accordance with the scheme guidelines.

This Request for Proposal (RFP) invites eligible and qualified audit agencies to submit their proposals for undertaking the scope of work defined herein.

1.2 Objectives

The primary objective of this engagement is to ensure a robust, transparent, and accountable mechanism for evaluating claims submitted under the UNNATI 2024 scheme. The selected audit agency will be responsible for:

- a. Conducting detailed pre-scrutiny of claims submitted by the registered industrial units under the scheme.
- b. Verifying the authenticity and completeness of submitted documentation.
- c. Assessing compliance with eligibility criteria laid down in the scheme notification and guidelines.
- d. Calculating incentive entitlements based on verified data/ documents and prescribed formulas laid down in the scheme notification and guidelines.
- e. Identifying discrepancies or anomalies and recommending corrective actions.
- f. Supporting DPIIT in maintaining a high standard of governance and financial integrity in scheme implementation.

1.3 Duration of Engagement

The selected audit agency shall be empaneled for a period of three years from the date of signing the agreement, which may be extended based on performance and mutual agreement for the period upto 2 years.

Assignments will be issued on a case-to-case basis during the empanelment period. For each assignment, the agency will be required to submit the scrutiny report within 15 days from the date of receiving the claims from the states.

The total project duration shall be **3 years from the date of the award of contract. Audit Agency will be selected as per Quality cum Cost Based Selection (QCBS) process.**

This RFP includes the following documents: -

SECTION 1: Letter of Invitation

SECTION 2: Instructions to applicants

SECTION 3: Pre - Qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard format of Work Order

SECTION 7: Deliverables & Timelines

All clarifications/ corrigenda will be published only on the website of DPIIT. The official website for accessing the information related to RFP is: <https://dpiit.gov.in/>(the "Official Website") along with Government E Marketplace (<http://gem.gov.in/>).

Yours Sincerely,

**Under Secretary
(North East Region Section)
DPIIT**

Section 2. Instructions for Applicants

2.1 Introduction

2.1.1 The Department for Promotion of Industry and Internal Trade (DPIIT), NER Section, Ministry of Commerce and Industry, Government of India (hereinafter referred to as "Client"), intends to select a professional audit agency through a competitive bidding process as outlined in this Request for Proposal (RFP). The selection will be based on the Quality cum Cost Based Selection (QCBS) method. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given, and that Client's decisions are final without any right of appeal whatsoever.

2.1.2 Applicants are invited to submit their **Technical and Financial Proposals (collectively referred to as "Proposal")** for undertaking the scope of work defined in this RFP. The Proposal will form the basis for the award of work order to the selected agency. The 3rd party audit agency shall carry out the assignment in accordance with the **Terms of Reference** of RFP (the - TOR).

2.1.3 The Applicant shall submit the Proposal in the form and manner specified in this RFP. The Proposal shall be submitted per the forms given in the relevant sections.

2.1.4 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation, including but not limited to postage, delivery fees, and expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to the grant of work order, without thereby incurring any liability to the Applicants.

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

2.1.6 It is the Client's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the Client:

- (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the work order in question.
- (ii) will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order.

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

2.1.8 Termination of Assignment: Client will have the right to terminate the assignment by giving 30 (thirty) days prior written notice. In the event of termination for no fault of the Applicant, the Client will reimburse all the expenses incurred by the Applicant (upon submission of proof), including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the Client, the Client will forfeit the performance security of the Applicant.

2.1.9 The Applicants shall submit their proposal in four covers containing details of Earnest Money Deposit (EMD) or Bid Securing Declaration, Pre-Qualification Proposal, Technical Proposal and Financial Proposal through Government e-Marketplace (GeM) Portal (<https://gem.gov.in/>). Original EMD or Bid Securing Declaration is to be deposited at DPIIT. No proposal shall be accepted in any other form and shall be summarily rejected.

2.1.10 The evaluation will be done in accordance with procedure given in Clause 2.6.

2.1.11 Number of Proposals: No Applicant shall submit more than one Application.

2.1.12 Right to reject any or all Proposals:

- i. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- ii. Without prejudice to the generality of the above, the Client reserves the right to reject any Proposal if:
 - a. at any time, a material misrepresentation is made or discovered, or
 - b. the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- iii. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.13 Acknowledgement by Applicant- It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP.
- b) received all relevant information requested from the Client.
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client.
- d) satisfied itself with all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under.
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in term hereof.

The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or

concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.2 Clarification and amendment of RFP documents

Applicants may seek clarification on this RFP document, within seven (7) days of the date of issue of this RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file) to the Client's email addressed: **ners-dpiit@gov.in and akumar.v13@nic.in** .The Client will endeavor to respond to the queries prior to the Proposal Due Date. The Client will post the reply to all such queries on its official website and GeM portal.

2.2.1 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by amendment. Only the amendments/corrigenda posted on the Client's Official Website shall be valid. To afford the Applicants a reasonable time for taking an amendment into account, the Client may at its discretion extend the Proposal Due Date.

2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform Client beforehand in writing through email. The maximum no. of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization

2.3 Earnest Money Deposit

2.3.1 An EMD (Earnest Money Deposit) in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favor of **Pay and Account Officer, DPIIT, New Delhi**, payable at New Delhi, for the sum **INR 11,50,000/-** (Rupees Eleven Lakh Fifty Thousand only) shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of **Form 3C**.

2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as -EMD- [name of assignment] and -Not to be opened except in the presence of evaluation committee. **This envelope shall be delivered to DPIIT in physical form before the Proposal Due Date.** In addition, a scanned copy (in pdf format) shall also be uploaded on GEM. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

2.3.3 Alternative to Earnest Money Deposit: In lieu of submission of EMD as stipulated in section 2.3.1 above, applicants are hereby granted a choice to submit a Bid Securing Declaration (on a notarized Rs. 100/- Stamp Paper) in accordance with Rule 170 (iii) of GFRs, 2017 concerning alternatives to Earnest Money Deposits (reproduced below).

Rule 170 (iii): In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

2.3.4 The client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is

cancelled by Client. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance in accordance with provision of the RFP and work order.

2.3.5 Client will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to client's any other right or remedy under the following conditions:

- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of work order).
- (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
- (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or
- (iv) If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

Performance Security equivalent to the amount indicated in this RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFP/ work order.

For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.

2.3.6 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.

2.3.7 An Applicant should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.4 Preparation of proposal

2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP Document.

2.4.3 The technical proposal should provide the documents as prescribed in this RFP. No information related to financial proposal should be provided in the technical proposal.

2.4.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified, and his proposal will not be considered.

2.4.5 The Proposals must be digitally pre-signed by the Authorized Representative (the Authorized Representative) as detailed below:

- i. by the proprietor in case of a proprietary firm.
- ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- iii. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.

2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non responsive on any aspects.

2.4.7 Financial proposal: While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should clearly specify the per claim cost for conducting the pre-scrutiny audit under the UNNATI, 2024 Scheme. The per claim cost shall be inclusive of all expenses (excluding GST) associated with the assignment. The tentative bid value is Rs. 5.70 Cr. (Rupees Five Crore Seventy Lakhs) for three years excluding GST. However, the payment shall be made in actual i.e. per claim basis.

- The Financial Proposal shall include:
 - i. The average cost for each claim covering CII, CIS, and MSLI components will be calculated on per claim basis, not exceeding Rs. 4500 per claim inclusive of High Value Claims.
 - ii. All costs associated with the assignment including but not limited to personnel remuneration, travel, equipment, printing, data collection, documentation, and any other overheads.
 - iii. The quoted per claim cost shall be final and binding, without any condition or assumption. Any proposal containing conditional pricing shall be considered non-responsive and liable to rejection.

The Financial Proposal must be submitted using the standard forms prescribed in this RFP (Form 4A and Form 4B), and the cost should be expressed in Indian Rupees only.

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

2.4.10 The Financial proposal of the technically qualified participating agencies will be opened by the Committee on the prescribed date in the presence of the Agency's representatives. The names of technically qualified participating agencies with their overall technical scores shall be uploaded on the GeM Portal.

2.5 Submission, receipt and opening of proposals

2.5.1 The Proposal shall be submitted through the GeM portal. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to the following format [form_name.applicant_name]. Applicant name should contain only first two words of its name.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre qualification, Technical and Financial proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal (Pre-Qualification Proposal).

2.5.3 The Applicant shall submit his proposal in **four covers containing details of EMD, Pre Qualification Proposal, Technical Proposal and Financial Proposal** respectively, through GeM portal.

2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.

2.5.4.1 After the deadline for submission of proposals the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP, Technical and Financial Proposals shall remain sealed.

2.5.1 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

2.6 Proposal Evaluation

2.6.1 As part of the evaluation, the Pre-Qualification Proposal submitted (Form 3A - 3B) shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (-Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

2.6.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if the following requirements are met:

Pre-qualification

The client will satisfy itself that the applicants meet the minimum qualifications prescribed before evaluating technical and financial proposals.

Technical Proposal

- i. The Technical Proposal is received in the form specified in this RFP.
- ii. It is accompanied by the Earnest Money Deposit (or Bid Securing Declaration) as specified in this RFP.

- iii. It is received by the Proposed Due Date, including any extension thereof in terms thereof.
- iv. It does not contain any condition or qualification; and
- v. It is not non-responsive in terms hereof.

Financial Proposal

- vi. The Financial Proposal is received in the form specified in this RFP;
- vii. It is received by the Proposed Due Date including any extension thereof, in terms hereof;
- viii. It does not contain any condition or qualification; and
- ix. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, the client reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below. As part of the evaluation, the Pre-Qualification Proposals submitted should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Proposal of such an Applicant will not be evaluated further.

2.6.3 Pre-Qualification Criteria (PQC)

A pre-qualification criterion will be applied to short-list the bidders for technical and financial evaluation. The criteria along with the supporting documents required are listed below:

S. No.	Basic Requirement	Minimum Qualification Criteria	Supporting Documents
1	Eligibility	Be a member of the Institute of Chartered Accountants of India/Institute of Cost Accountants of India and should have valid full time Certificate of practice issued by the respective institutes.	Certificate from Institute of Chartered Accountants of India/Institute of Cost Accountants of India
2	Legal Entity	The Applicant should be a company registered in India under the Companies Act 2013 or any other previous Companies Act or a Limited Liability Partnership registered under the LLP Act, 2008 or a registered Partnership under the Indian Partnership Act, 1932 or Registered as a society under the Societies Act, 1860 for at least 10 (Ten) years as on 31 st March 2025	Copy of valid Registration Certificates
3	Turnover	Minimum average annual turnover of INR 15 Crores over the last 3 fiscal years.	Financial statements audited for the last 3 years.

4	Specializations/Experience	A minimum of 5 years' experience in conducting financial audits of government schemes or projects, including at least 2 projects with a minimum value of ₹60 lakhs each audited in the last 5 years.	List of auditing projects completed, with references and contact information.
5	Misconduct	<p>Not have been held guilty of any professional misconduct under the Cost and Works Accountant Act, 1956 (as amended) or Chartered Accountants Act, 1949 (as amended) during past five years or penalized under Chapter V of the Finance Act, 1994 or Customs Act, 1962 or Central Excise Act, 1944, DVAT Act, 2004 or the Central/IGST/Delhi Goods and Service Tax Act, 2017. (Refer Annexure B).</p> <p>Not be facing any investigation or enquiry by the Central Board of Indirect Taxes and Customs (CBIC) or Govt. of NCT of Delhi or any of its subordinates offices for any violations under the Service Tax Law or the Customs Act, 1962 or the Central Excise Act, 1944, DVAT Act, 2004 or the Central/IGST/Delhi Goods and Service Tax Act, 2017.</p> <p>Documentary proof for Pre-qualification criteria is essential without which the proposal will be rejected.</p>	Self-declaration on the company letter head
6	Legal Compliance	No history of legal disputes related to auditing services / not have indulged in any unethical professional practice or professional misconduct including moral turpitude in the last 5 years and should not be blacklisted by any central or state government company, PSU etc.	Self-declaration of legal compliance, any relevant legal documents on the company letter head.
7	Operational Capacity	Ability to deploy audit teams in multiple locations simultaneously.	Description of operational capabilities, case studies of multi-location audits.
8	Data Security and Confidentiality	Proven track record of handling sensitive financial data with robust data security measures in place.	Data security policy, and certifications (e.g., ISO 27001).

Note: The Bidders who qualified in Pre-qualification assessment shall be called for technical presentation.

2.6.4 Technical Evaluation

The Evaluation Committee appointed by the DPIIT will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all Agency at this stage. Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

Criteria	Documents Required	Sub-Weight (Marks)										
<p>(A) Average Annual Turnover from Auditing and Assurance/consulting services during the three financial years i.e., 2021-22, 2022-23 and 2023-24</p> <p>From INR 15 Crores and up to 20 Crores - 5 Marks</p> <p>More than INR 20 Crores and up to 25 Crores - 10 Marks</p> <p>INR 25 Crores and above - 15 Marks</p> <p>(Audited financial statements should be submitted)</p>	Financial audited statements for the last 3 years	15										
<p>(B) Experience in Government Scheme/Programs/Programs/ Audits</p> <p>(i) Atleast 2 to 4 (10 marks)</p> <p>(ii) Atleast 5 to 6 (15 marks)</p> <p>(iii) Atleast 7 and more (20 marks)</p>	List of government scheme audits conducted, with case studies and client feedback in the last 5 years.	20										
<p>(C) Team Qualification and Expertise:</p> <table><tr><th>Positions</th><th>Marks</th></tr><tr><td>Team Members</td><td>20</td></tr><tr><td>1. Lead Auditor (10+ Yrs)</td><td>6</td></tr><tr><td>2. Each Additional Auditor</td><td>2 - 10</td></tr><tr><td>3. Specialized expertise in Govt. Scheme</td><td>4</td></tr></table>	Positions	Marks	Team Members	20	1. Lead Auditor (10+ Yrs)	6	2. Each Additional Auditor	2 - 10	3. Specialized expertise in Govt. Scheme	4	<p>Detailed CVs of key audit team members, including certifications and relevant experience.</p> <p>Note:</p> <p>- Any replacement/ modification on account of any inevitable reasons (to be recorded in writing) will be done with the prior Approval of DPIIT.</p> <p>- DPIIT may, at any point of time, ask the vendor to replace the</p>	20
Positions	Marks											
Team Members	20											
1. Lead Auditor (10+ Yrs)	6											
2. Each Additional Auditor	2 - 10											
3. Specialized expertise in Govt. Scheme	4											

	resource by giving 7 days advance intimation Supported by adequate proof of documents	
(D) Methodology and Approach: (i) Detailed audit plan with clear timelines and milestones: 10 Marks (ii) Innovative strategies for efficiency and accuracy: 10 Marks (iii) Approach to handling complex audits and unforeseen challenges: 10 Marks	A written proposal outlining the audit methodology and approach to the scrutiny of claims.	30
(E) Applicable Empanelment's and Certifications: (i) Quality Management Certifications e.g. ISO 9001 or equivalent: 5 Marks (ii) Relevant empanelment with central agencies such as CAG/MCA/ICAI/Any other government entity or ministry: 5 Marks	Copies of empanelment and quality assurance certifications.	10
(F) Data Handling and Security: (i) Comprehensive data security policy: 2 Marks (ii) Certifications in data security (e.g., ISO/IEC 27001): 2 Marks (iii) Documented history of zero breaches/incidents: 1 Mark	Data security and confidentiality policies, certifications, and examples of previous data handling protocols.	05
Total		100 Marks

Minimum Marks for Technical Qualification: 70 Marks

Method of Selection: QCBS (70:30) - Technical: Financial

##Annexure1

Educational Qualification including profile of Resources*:

Team Structure with Qualifications and Experience requirements are as below:

S No.	Designation	No. of engaged staff	Name of engaged Staff	Engagement Location	Educational Qualification	Date of Joining the Firm	Contact Details
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1	Project Leader	1		Overall			
2	Project Coordinator (CA/MBA Finance)	1		Assam & Mizoram			
3	Project Coordinator (CA/MBA Finance)	1		Sikkim & Arunachal Pradesh			
4	Project Coordinator (CA/MBA Finance)	1		Meghalaya & Manipur			
5	Project Coordinator (CA/MBA Finance)	1		Nagaland & Tripura			
6	Chartered Accountant	1		Assam & Mizoram			
7	Chartered Accountant	1		Sikkim & Arunachal Pradesh			
8	Chartered Accountant	1		Meghalaya & Manipur			
9	Chartered Accountant	1		Nagaland & Tripura			
10	Chartered Accountant	1		Additional			
11	Accountant	1		Overall			
12	Accountant	1		Overall			

The above structure is a minimum requirement and is indicative in nature, bidder may modify the above based on their understanding of the scope.

A sample format for the Curriculum Vitae (CV) of staff proposed to be deployed as part of the audit team is provided in Form 3F. This format may be adapted as necessary to reflect the individual profiles of the team members.

Commercial Bid Evaluation

1. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
2. If a firm quotes NIL charges / *no consideration*, the bid shall be treated as unresponsive and will not be considered.
3. The bidder with lowest qualifying financial bid (L 1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above).
Financial Scores for other than L-1 bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) = {(Commercial Bid of L 1 / Commercial Bid of the Bidder) X 100}% (Adjusted to two decimal places)

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

Combined and Final Evaluation

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

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where

B_n = overall score of the bidder

T_n = technical score of the bidder (out of maximum 100 marks)

F_n = normalized financial score of the bidder

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

2.7 Grant of Work Order

2.7.1 After selection, a Work Order will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 3 (three) days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant in full or to the extent of mutually agreed pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

2.7.2 Performance Security

Performance Security equivalent to **3 percent** of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the Applicant and be released **60 (Sixty) Days** after the completion of the assignment.

2.8 Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the successful firm has been notified that it has been given the work order.

2.9 Fraud and Corrupt Practices

2.9.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the -Prohibited Practices) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Applicant's proposal.

2.9.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the WORK ORDER or the Agreement, if an Applicant or 3rd party audit agency, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER or the execution of the Agreement, such Applicant or 3rd party audit agency shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or 3rd party audit agency, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.9.3.1 'corrupt practice' means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the WORK ORDER or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or

the WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- a. fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- b. coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process.
- c. undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- b. restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.10 Pre-Bid Meeting

2.10.1 Pre-Bid Meeting of the Applicants will be convened off-line at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant.

2.10.2 During Pre-Bid Meeting, the Applicants will be free to seek clarifications (posted on the website) and make suggestions for consideration of the Client. The Client will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for **facilitating a fair, transparent and competitive selection process. The clarification shall be posted on the official website of DPIIT.**

2.11 Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.11.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

2.11.1.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto.

2.11.1.2 consult with any Applicant in order to receive clarification or further information.

2.11.1.3 retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or

2.11.1.4 Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.11.2 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

2.11.3 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the 3rd party audit agency, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to Client in relation to the assignment shall be the property of Client.

2.11.4 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.12 Tentative schedule for selection process

The Client will endeavor to follow the following schedule:

Date of issue of RFP	19 th September 2025
Last date for receiving queries/requests for clarification	25 th September 2025
Pre-bid meeting	26 th September 2025
Client's response to queries/requests for clarification	1 st October 2025
Last date of submission of Bids/Submission EMD	10 th October 2025
Date for opening of technical Bids	13 th October 2025
Opening of financial Bid	TBC

*Applicant may note that the venue and time of opening of financial bid shall be posted on official website of client after presentation by applicants.

2.13 Data Sheet

Reference	Description
Section 1, Point 2	The Government has been taking various initiatives to promote manufacturing with the key objective of improving the competitiveness of the private and public sector firms operating in the country, facilitating their integration into the global value chains, and enabling them to better compete in global markets
Section 1, Point 3	A 3rd party audit agency will be selected as per Quality cum Cost Based Selection (QCBS) process.
2.1.1	The name of Client is:- Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India
2.2	Clarification must be requested on or before 25 th September, 2025. Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is: ners-dpiit@gov.in and akumar.v13@nic.in
2.2.2	Date & Time of pre bid meeting: 26 th September 2025 at 03:00 PM (Tentative), at the Official Address: Department for Promotion of Industry and Internal Trade, Vanijya Bhawan, Akbar Road New Delhi-110001
2.3.4	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.

2.4.6	The last date of submission of Proposal is 10 th October, 2025 at 06:00 PM (IST). The proposal will be submitted on GeM portal. The address for submission of EMD/Bank Guarantee is: Under Secretary, North ease section, DPIIT Vanijya Bhawan, and New Delhi.
Form 4A and 4B	The applicant to state cost in Indian Rupees only.

Section 3. In addition to Certificates/Receipts/Statements/Letters/ Documents, etc., as prescribed under Section 2.6.4, the following standard forms are required for pre-qualification and technical proposal.

Form 3A	Pre – Qualification Proposal Submission Form
Form 3B	Format for Power of Attorney for Authorized representative
Form 3C	Format of Bank Guarantee for Earnest Money Deposit
Form 3D	Technical Proposal Submission
Form 3E	Profile of the Agency/ Institution
Form 3F	Format for CV of the professional staff proposed
Form 3G	Understanding of the project and proposed methodology

*Please attach a clear scan copy of all the documents

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

The Under Secretary,
DPIIT
Vanijya Bhawan, New Delhi-110001

RFP dated (date) for selection of selection of 3rd party audit agency for pre-scrutiny of approved claims under UNNATI, 2024 for NER states

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the 3rd party audit agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

1. This statement is made for the express purpose of an appointment as the 3rd party audit agency for the aforesaid Project.
2. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
5. We declare that:
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
 - b. We do not have any conflict of interest in accordance with the terms of the RFP.
 - c. We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and

d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the 3rd party audit agency, without incurring any liability to the Applicants.

8. We declare that we are not a member of any other Consortium/JV applying for selection as a 3rd party audit agency.

9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.

11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.

12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of 3rd party audit agency or in connection with the selection process itself in respect of the above-mentioned Project.

13. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.

14. We agree to keep this offer valid for 60 (sixty) days from the POD specified in the RFP.

15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized signature Name and title of signatory Name of Firm

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charges)

Form 3B: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr./Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the –Authorized Representative), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as 3rd party audit agency for [name of assignment], to be developed by DPIIT (the –Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in yyyy format].

For [name and registered address of organization] [Signature] [Name]

[Designation] Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness] Accepted

Signature] [Name] [Designation] [Address] Notes:

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3C: Format of bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, Vanijya Bhawan, New Delhi – 110 011 (hereinafter referred to as the –Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the – Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as 3rd party audit agency for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as –RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the –Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the –Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).
4. This Guarantee shall be irrevocable and remain in full force for a period of 60(sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such

extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to (Name of bank along with branch address) and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's (designation) and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch

Form 3D: Technical Proposal Submission Form

[Location, Date]

Under Secretary, DPIIT,
Vaniya Bhawan, New Delhi-110001

RFP dated [date] for selection for [name of assignment]

Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the 3rd party audit agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of an appointment as the 3rd party audit agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We declare that: -
 - a. We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
 - b. We do not have any conflict of interest in accordance with the terms of the RFP;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or

- request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
- d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the 3rd party audit agency, without incurring any liability to the Applicants.
 8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP.
 10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
 11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of 3rd party audit agency or in connection with the selection process itself in respect of the above-mentioned Project.
 12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
 13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
 14. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain, yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 3E: Profile of Agency/ Institution

{Location, Date}

1. Brief Profile of Applicant (in one page)
2. Number of offices with locations in India

Form 3F: Format for CV of the Professor/ Leads/ professional staff proposed

(Please attach separate sheets for each resource)

1.	Name:			
2.	Position:			
3.	Date of Birth:			
4.	Education:			
	From	To	Company	Position held
5.	Employment Record			
6.	Brief Profile (Years of experience etc.)			
7.	Countries of Work Experience:			
8.	Languages Known:			
9.	Work Undertaken that Best Illustrates Capability to Handle the Task Assigned Year: Location: Client: Position Held: Main features: Activities Performed:			
10.	Certification			
<p>I certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> <p style="text-align: right;">Date: _____</p> <p>_____</p>				

Signature of staff member/ Authorized signatory

Day/Month/Year

--

Form 3G: Understanding of the project and proposed methodology

- Understanding of the project
- Technical approach and methodology
- Case study of similar type of engagement: Impact of the engagement
- Work plan

[illegible]

Section 4. Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

Form 4A: Financial Proposal Submission Form

[Location] [Date]

To Director, DPIIT,

Vaniya Bhawan, New Delhi-110001

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures) (excluding GST).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely –Prevention of Corruption Act 1988.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Form 4B: Summary of Costs

Per-Claim Cost:

Claim Component	Rate per Claim (INR)
Capital Investment Incentive (CII)	
Capital Interest Subvention (CIS)	
Manufacturing & Services Linked Incentive (MSLI)	
Average Cost	

Summary of Costs:

Item	Amount in words	Amount in figures
Cost of Financial Proposal (excluding GST) for three years		
Total GST		
Cost of Financial Proposal (including GST) for three years		
Goods and Services Tax (GST) would be payable at the applicable rates as may be in force from time to time.		

**Payments shall be made based on actual, i.e. number of claims pre-scrutinized by the audit agency under each component of the UNNATI scheme on a monthly basis. Please refer to clause 3.6 (Payments to the 3rd party audit agency) under the Standard Form of Work Order.
#This value shall be the fee for the complete assignment*

For Financial Evaluation, the total fee for the period will be considered. This Quoted Fee will cover costs/expenses of the Selected Agency for undertaking work as detailed in the Scope of Work. This financial proposal covers Stationary & IT equipment, surveys, and out of pocket expenses for local travel. GST (and other applicable taxes and levies) would be payable at the applicable rates as may be in force from time to time.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 5. Terms of Reference

Terms of Reference:

Department for Promotion of Industry & Internal Trade/ Ministry of Commerce & Industry

1.1 Executive Summary:

The Uttar Poorva Transformative Industrialization Scheme (UNNATI), 2024, launched by the Department for Promotion of Industry and Internal Trade (DPIIT), aims to revolutionize the industrial landscape of the North-East Region (NER) of India over a decade, from 2024 to 2034, with an additional eight years for committed liabilities. With a financial allocation of Rs. 10,037 crores, the scheme is designed to facilitate the establishment of approximately 2,800 new industrial units through three primary incentives: Capital Investment Incentive (CII), Central Interest Incentive (CIS), and Manufacturing & Service Linked Incentive (MSLI). DPIIT will oversee the implementation of the scheme, ensuring transparency and accountability through the engagement of an independent third-party audit agency for the pre-scrutiny of claims.

1.2 Background

The UNNATI Scheme is a strategic initiative by the Government of India to enhance industrial development in the North-East Region, addressing the unique challenges and opportunities within this area. The scheme is structured to provide substantial financial support and incentives to encourage investment and the establishment of new industrial units. DPIIT, as the nodal department, is tasked with monitoring the scheme's progress and effectiveness, while also providing necessary assistance to state governments in the NER. The introduction of a robust claims process, including the potential for 48 claims per unit across various components, reflects the government's commitment to ensuring a transparent and efficient implementation of the scheme.

1.3 Scope of Work:

The empaneled agencies will be responsible for conducting a comprehensive and independent scrutiny of claims under the UNNATI, 2024 Scheme. The agency will ensure that all claims are in strict compliance with the scheme's guidelines and thoroughly examines the documents. The scope of work includes, but is not limited to, the following tasks:

The empaneled agencies will be responsible for conducting a comprehensive and independent scrutiny of claims under the UNNATI, 2024 Scheme. The agency will ensure that all claims are in strict compliance with the scheme's guidelines and thoroughly examines the documents. The scope of work includes, but is not limited to, the following tasks:

1. Eligibility & Compliance Verification:

- a. Audit Checklist Preparation:
 - i. Develop a comprehensive audit checklist in consultation with the Department.
 - ii. Tailor the checklist to each component of the scheme, ensuring alignment with the latest operational guidelines.
 - b. Eligibility Criteria Verification:
 - i. Confirm that applicants meet all eligibility requirements, including sector-specific conditions, investment thresholds, and operational benchmarks.
 - c. Compliance Parameters Assessment:
 - i. Evaluate adherence to regulatory clearances, environmental standards, and prescribed processes.
 - ii. Ensure alignment with broader policy objectives such as regional development and sustainability.
 - d. Guideline Adherence:
 - i. Review each claim to verify conformity with the scheme's documentation and operational framework.
 - e. Fraud Prevention:
 - i. Identify red flags or indicators of potential misuse or misrepresentation.
 - ii. Initiate appropriate investigative actions where necessary.
2. Document & Financial Scrutiny:
- a. Verification of Documentation:
 - i. Authenticate all submitted documents including business licenses, tax returns, environmental clearances, and other regulatory filings.
 - ii. Cross-reference document details with claim data to ensure consistency in investment figures, timelines, and employment metrics.
 - iii. Conduct due diligence on the applicant's project history to prevent duplication of incentives or misrepresentation.
 - b. Verification of Invoices:
 - i. Reconcile invoices with corresponding claims to confirm that expenses are accurately represented and fall within eligible categories.
 - ii. Assess the legitimacy of vendors and service providers to prevent fraudulent or fictitious transactions.
 - iii. Ensure invoice dates and amounts align with project timelines and financial projections.
 - iv. Verify tax compliance on all invoices, ensuring alignment with applicable tax regulations and accurate calculation of net claimable amounts.

- c. Financial Scrutiny:
 - i. Examine financial statements and related documents for discrepancies, misreporting, or irregularities.
 - ii. Evaluate key financial metrics to assess the financial health and viability of the applicant's project.
- 3. Investment & Incentive Assessment:
 - a. Assessment of Components:
 - i. Distinguish between core and non-core components as defined in the scheme.
 - ii. Ensure that each claim aligns with the appropriate classification and meets the eligibility requirements.
 - b. Investment Consistency Verification:
 - i. Cross-check claimed investments with the applicant's Detailed Project Report (DPR), Bank Appraisal Report, and other supporting documents.
 - ii. Conduct comparative analysis across similar units to identify anomalies or potential misuse.
 - c. Standardization Check:
 - i. Verify that the unit's components meet the scheme's standardization benchmarks, including quality standards, production capacity, and technological specifications.
 - d. Impact Assessment:
 - i. Evaluate the socio-economic impact of the investments, particularly in terms of employment generation and regional development.
 - e. Calculation of Incentives:
 - i. Apply the prescribed incentive formulas to determine the eligible incentive amount.
 - ii. Ensure that calculated incentives comply with scheme-specific caps and limits.
 - iii. Make pro-rata adjustments where applicable, especially in cases of partial eligibility or tiered incentive structures.
 - iv. Factor in GST and other relevant taxes to ensure accurate net incentive calculation.
 - f. Discrepancy Resolution:
 - i. Address any inconsistencies between claimed and verified amounts.
 - ii. Highlight to the relevant authority for clarification requirement and resolution of discrepancies, where necessary.

4. Reporting & Discrepancy Management:

- a. Scrutiny Report Delivery:
 - i. Submit a comprehensive scrutiny report to the Department within 15 days of receiving claims from the States.
 - ii. Ensure the report includes detailed findings from the audit process, including assessment of components, verification of documentation and invoices, and compliance checks.
- b. Report Content Requirements:
 - i. Provide clear recommendations regarding incentive amounts for each claim, supported by rationale and audit evidence.
 - ii. Document all discrepancies or issues identified during the pre-scrutiny process.
 - iii. Include an executive summary highlighting key observations and conclusions for quick reference by decision-makers.
- c. Discrepancy Resolution:
 - i. Engage with relevant authorities to clarify and resolve any inconsistencies between claimed and verified data.
 - ii. Maintain a transparent and traceable record of all discrepancy resolutions.
- d. Confidentiality Handling:
 - i. Ensure that all reports and related documentation are handled with the highest level of confidentiality.
 - ii. Protect sensitive information throughout the audit and reporting lifecycle.

5. Additional Responsibilities:

- a. Physical Inspections:
 - i. Conduct random physical inspections of units to verify the existence and condition of plant and machinery, buildings, and other durable assets.
 - ii. Perform inspections upon request from the Department or in cases where discrepancies are identified during document scrutiny.
- b. MSLI Claim Verification:
 - i. Participate in random checks of MSLI claims submitted by unit holders.
 - ii. Collaborate with representatives nominated by DPIIT and the concerned NER State during such verifications.
- c. Execution of Additional Tasks:

- i. Undertake any other audit or pre-scrutiny assignments as directed by the Department, including tasks related to other schemes administered by the Department.

5.5.1. Indicative timelines for the project:

S. No.	Tasks	Time
1	Receiving claims from States	T
2	Scrutiny report within 15 days of receiving the claims from the States	T+15

Disclaimer: The above-mentioned scope of work is illustrative but not exhaustive in nature

Section 6. Standard Form of Work Order

STANDARD FORM OF WORK ORDER FOR APPOINTMENT OF 3RD PARTY AUDIT AGENCY

Between

[Name of client]

[Name of 3RD PARTY AUDIT AGENCY]

[Date]

I. Form of Work Order

Work order to undertake [name of assignment]

The Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India, Vanijya Bhawan, New Delhi-110001, India, hereinafter referred to as the -Client which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a. requested the 3rd party audit agency to provide certain services as defined in the General Conditions attached to this work order (hereinafter called the -Services); and
- b. The 3rd party audit agency, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the Client hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security
[in the format given in Annexure A]

2. The mutual rights and obligations of the Client and the 3rd party audit agency shall be as set forth in the work order; in particular:
 - a. The 3rd party audit agency shall carry out the Services in accordance with the provisions of the work order; and
 - b. The client will make payments to the 3rd party audit agency in accordance with the provisions of the work order.

3. Commencement, completion, modification and termination of work order

3.1.1 Effectiveness of work order: This Work order shall be effective from the date of issue by the client or date of receipt of the work order by the 3rd party audit agency.

3.1.2 Commencement of Services: The 3rd party audit agency shall commence the Services from the date of issue by the client or date of receipt of the work order by the 3rd party audit agency (i.e. may not be required to notify by the client again).

3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed, and all payments have been made at the end of such time period after the Effective Date.

3.1.4 Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such an event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.6 No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order in

so far as such inability arises from an event of Force Majeure, provided that the Party is affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) The manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.1.7 Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.8 Extension of Time: Any period within which a Party shall, pursuant to this Work Order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

3.1.9 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the 3rd party audit agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2 Termination

3.2.1 Any side (Client or the 3rd party audit agency) should be able to give **notice of 1 month** for the termination of Project. If the Agency decides to terminate the project, then the client will forfeit the Performance Guarantee.

3.2.2 By the client: The Client may terminate this Work order, written notice of termination to the 3rd party audit agency, to be given after the occurrence of any of the events specified in this clause:

- a) if the 3rd party audit agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the Client may have subsequently approved in writing.
- b) within fifteen (15) days, if the 3rd party audit agency becomes insolvent or bankrupt.
- c) if, as the result of Force Majeure, the 3rd party audit agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days.
- d) within fifteen (15) days, if the 3rd party audit agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof.
- e) within seven (7) days, if the 3rd party audit agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the 3rd party audit agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client.
- f) within seven (7) days, if the 3rd party audit agency, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order.
- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days_ decides to terminate this Work order.

3.2.3 Payment upon termination: Upon termination of this Work order, the Client will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination.
- b) If the Work order is terminated pursuant to Clause 3.2.2 a), b), d), e) or f), the 3rd party audit agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The 3rd party audit agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

3.2.4 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting **arbitral award**.

3.3 INTELLECTUAL PROPERTY

3.3.1 **Commission to own intellectual property created:** All rights to any intellectual property conceived or produced by the Consultant for the Client in the course of performing the Consultancy Services and all information (including information that is in electronic form), working papers, reports or other papers collected or produced by the Consultant for the purpose of providing the Consultancy Services are the property of the Client from the date that property is created or developed and the Consultant waives in favor of the Client any moral rights that the Consultant may have.

3.3.2 **Existing intellectual property:** Despite anything to the contrary contained in this Agreement, it is understood and agreed that the Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by the Consultant prior to, or acquired by the Consultant during, the performance of this Agreement and the Consultant will not be restricted in any way with respect to the same.

3.3.3 **On termination or completion:** Not more than five (5) Business Days following the date of termination of this Agreement (for whatever reason) or completion of the Consultancy Services, the Consultant will deliver to the Client all information (including information that is in electronic form), Confidential Information, intellectual property, working papers, reports or other papers that are the property of the Client.

3.4 Obligations of the 3rd party audit agency

3.4.1 General: The 3rd party audit agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The 3rd party audit agency shall always act, in respect of any matter relating to this Work order or to the services, as faithful advisors to the Client, and shall at all times support and safeguard the client's legitimate interests in any dealings with Sub consultants or third parties.

3.4.2 Conflict of interest

3.4.2.1 Prohibition of Conflicting Activities: Neither the 3rd party audit agency nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and
- b) after the termination of this Contact, such other activities as may be specified in the SC.
- c) During the term of this work order, the team members allotted by the 3rd party audit agency to this project may not work with any other Country on Ease of Doing Business.

3.4.3 Confidentiality: The 3rd party audit agency, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Work Order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the Client's business or operations without the prior written consent of the Client.

3.4.4 Documents Prepared by the 3rd party audit agency to be the Property of the Client: All designs, reports, other documents and software submitted by the 3rd party audit agency pursuant to this work order shall become and remain the property of the Client, and the 3rd party audit agency shall, not later than upon termination or expiration of this Work Order, deliver all such documents and software to the Client, together with a detailed inventory thereof. The 3rd party audit agency may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

3.4.5 Liability of the 3rd party audit agency: Subject to additional provisions, if any, in this work order the 3rd party audit agency's liability under this Work order shall be as provided by the Applicable Law.

3.4.6 Professional Liability Insurance: 3rd party audit agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by 3rd party audit agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the Consulting Agency hereunder or (ii) the proceeds, the 3rd party audit agency may be entitled to receive from any insurance maintained by the 3rd party audit agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.5 Obligations of the client

3.5.1 Assistance and Exemptions: the Client will use its best efforts to ensure that the Government will provide the 3rd party audit agency with work permits and such other documents as necessary to enable the 3rd party audit agency to perform the Services:

3.5.1.1 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

3.6 Payments to the 3rd party audit agency

3.6.1 Advance payment will not be considered.

The Agency will submit pre-receipted invoices in triplicate, complete in all respects, on the last working day of every quarter, for necessary settlement. Payment would be made on equal installments on **a quarterly basis** subject to satisfactory completion of work in the quarter. The invoices should be submitted along with complete details of the work undertaken during the quarter, supporting documents and bills (if required) as well as copies of the work/ material produced during the quarter, for which the bills are submitted. A reconciliation sheet pertaining to the bills will be submitted every quarter.

3.6.2 Payments shall be made based on actual, i.e. number of claims pre-scrutinized by the audit agency under each component of the UNNATI scheme on a monthly basis.

3.6.3 The final payment shall be released only after completion of the required work detailed in the RFP Document.

3.6.4 The GST shall be paid as applicable.

3.6.5 For facilitating electronic transfer for funds the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank Ne No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payment by the selected agency.

3.6.6 Currency: The price is payable in local currency i.e. Indian Rupees.

3.6.7 Payment for Additional Services: For the purpose of determining the remuneration due for additional Services as may be agreed under relevant clauses for modification in this work order.

3.7 Settlement of disputes

3.7.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.7.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC or all disputes shall be finally settled by Secretary DPIIT.

3.7.3 Any grievance regarding penalty shall be first decided/resolved at JS level and with final decision of Secretary DPIIT, whose decision shall be final.

3.8 Responsibility for accuracy of project documents

3.8.1 General

3.8.2 The 3rd party audit agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project.

3.9 Liquidated damages

3.9.1 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Client. In case of part forfeiture of Performance Guarantee and if the agency proceeds to complete the assignment, the Performance Guarantee will need to be buffered and restored to the original value.

4 Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work order shall not be assigned by the 3rd party audit agency save and except with prior consent in the writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.

4.1.2 The Client is entitled to assign any rights, interests and obligations under this Work Order to third parties.

4.1.3 Indemnity: The 3rd party audit agency agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the 3rd party audit agency of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the 3rd party audit agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any services related to or rendered pursuant to the Work order (collectively -Indemnified matter). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the 3rd party audit agency of the commencement thereof provided, however, that the omission so to notify shall not relieve the 3rd party audit agency from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6 Professional Liability Insurance: 3rd party audit agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by 3rd party audit agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding one time the total payments for Professional Fees made or expected to be made to the 3rd party audit agency hereunder or (ii) the proceeds, the 3rd party audit agency may be entitled to receive from any insurance maintained by the 3rd party audit agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7 Performance security

4.1.7.1 The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the Client a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Work order, in the form set out in this work order, in an amount equal 10 (Ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order is extended, the Consultant shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 10 (Ten) percent of the total cost of Financial Proposal under this Assignment.

4.1.7.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non resident, in compliance with applicable foreign exchange laws and regulations). In the event the Consultant is a joint venture consortium, the Performance Security may be provided by any member, provided that such Performance Security shall mention the details of this work order and the other members.

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the Client shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the Client shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the 3rd party audit agency of its obligations under this Work order until such time as the Client shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the Client will refund to the 3rd

party audit agency the full amount of the bank guarantee, unless the Client has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the 3rd party audit agency; provided that the Client will not be liable to pay any interest on such balance. The Client will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the Client in accordance with the provisions hereof, be released by the Client within a period of **60 (Sixty) Days** from the date of completion of the services.

4.1.8 Penalty

4.1.8.1 Penalty: The selected agency has to provide services as per the requirements of the RFP. In case the services rendered are not as per the requirement of the Department, the selected agency will have to come up with a solution within a given timeframe failing which **10% will be deducted from the amount payable**. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on a case-to-case basis.

4.1.8.2 Any dispute regarding penalty shall be handled as per dispute settlement provision.

5. The Client shall have the right to claim under Performance Security and appropriate the proceeds if any of the following occur:

- a) the Consultant becomes liable to pay penalty.
- b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 3.2.2.
- c) any material breach of the terms hereof; and/or
- d) Without prejudice to paragraph above, the Consultant fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.
- e) Non-compliance of mutually agreed timelines/time plan
- f) For any reason the project is not completed owing to the faulty delivery/ non-cooperation/ non deliverance by the agency
- g) For any reason Contract is terminated by agency

***All conditions of RFP shall be considered to be integral part of this work order**

Section 7. Deliverables & Timelines

A. Deliverables

a. Audit Checklist Development

- Prepare a comprehensive audit checklist for each incentive component (CII, CIS, MSLI).
- Ensure alignment with scheme guidelines and operational instructions.
- Submit the checklist for approval by DPIIT before commencement of audits.

b. Component Assessment Reports

- Conduct detailed assessments of core and non-core components of manufacturing and service units.
- Submit individual assessment reports for each claim, including:

- Classification of components.
- Investment consistency analysis.
- Comparative analysis across similar units.
- Eligibility verification and standardization checks.
- Socio-economic impact assessment.

c. Document Verification Reports

- Verify authenticity and completeness of all submitted documents.
- Provide a report detailing:
 - Document matching and consistency.
 - Regulatory compliance status.
 - Financial scrutiny findings.
 - Due diligence outcomes.

d. Invoice Verification Reports

- Reconcile invoices with claims and DPRs.
- Validate vendor legitimacy and expense eligibility.
- Submit a report including:
 - Invoice reconciliation matrix.
 - Tax compliance verification.
 - Discrepancy identification and resolution.

e. Compliance Check Reports

- Conduct a thorough compliance audit of each claim.
- Submit a report covering:
 - Adherence to scheme guidelines.
 - Eligibility confirmation.
 - Incentive entitlement validation.
 - Fraud detection and policy alignment.

f. Incentive Calculation Sheets

- Calculate incentive amounts as per scheme formulas.
- Include:
 - Investment verification.
 - Cap compliance.
 - Pro-rata adjustments.
 - Tax considerations.
 - Final recommended incentive amount.

g. Scrutiny Report Submission

- Submit a consolidated scrutiny report for each batch of claims within 15 days of receipt.
- Report must include:
 - Executive summary.
 - Detailed findings.
 - Incentive recommendations.

- Documentation of discrepancies.
 - Confidential handling assurance.
- h. Physical Inspection Reports (As Required)
- Conduct random physical inspections of units.
 - Submit inspection reports with photographic evidence and verification of assets.
- i. MSLI Random Check Reports
- Perform random checks on MSLI claims as requested.
 - Submit findings jointly with DPIIT and NER State representatives.
- j. Additional Assignments
- Deliver reports and documentation for any additional tasks assigned by DPIIT, including scrutiny under other schemes.

B. Duration of the Assignment:

The selected audit agency shall be empaneled for a period of three years from the date of signing the agreement, which may be extended based on performance and mutual agreement for the period upto 2 years.

C. Mode of Submission:

All the reports are required to be submitted in hard copy in triplicate as well as in soft copy. In addition to the reports, for further analysis in future, verifiable raw data in soft copy should also be shared with DPIIT. This will include detailed transcriptions of key informant interviews and focus group discussions as well as raw data from Industry surveys in MS Excel/CSV format.

D. Schedule of submission of report

S. No.	Report	Schedule of Submission	Payment Terms
1	Submission of claims recommended by SLC	Scrutiny report within 15 days of receiving the claims from the states.	Quarterly payment on pro data basis after approval from DPIIT.

Note: The abovementioned timelines are indicative in nature and are subject to change basis requirements of DPIIT.

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank) Ref.:
Bank Guarantee:

Date:

Sir,

In consideration of Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Government of India (hereinafter referred as the _Client_, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of 3rd party audit agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the _3rd party audit agency which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of Client's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the 3rd party audit agency, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the _Work order_) and the 3rd party audit agency having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the 3rd party audit agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the 3rd party audit agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the 3rd party audit agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the 3rd party audit agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the Client and the 3rd party audit agency any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any

other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the 3rd party audit agency and notwithstanding any security or other guarantee that the client may have in relation to the Consulting Agencies liabilities.

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

This Guarantee shall not be affected by any change in the constitution or winding up of the 3rd party audit agency/the Bank or any absorption, merger or amalgamation of the 3rd party audit agency/the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of 3rd party audit agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of (year in _yyyy_ format] at [place].

WITNESS

1. [Signature, Name and Address]
2. [Signature, Name and Address]

[Official Address] [With Bank Stamp]

Designation

Attorney as Per Power of Attorney No. Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C. Designation

The stamp papers of appropriate value shall be purchased in the name of bank which issues the "Bank Guarantee". The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.

Scope of Work:

Department for Promotion of Industry & Internal Trade/ Ministry of Commerce & Industry

1.1 Executive Summary:

The Uttar Poorva Transformative Industrialization Scheme (UNNATI), 2024, launched by the Department for Promotion of Industry and Internal Trade (DPIIT), aims to revolutionize the industrial landscape of the North-East Region (NER) of India over a decade, from 2024 to 2034, with an additional eight years for committed liabilities. With a financial allocation of Rs. 10,037 crores, the scheme is designed to facilitate the establishment of approximately 2,800 new industrial units through three primary incentives: Capital Investment Incentive (CII), Central Interest Incentive (CIS), and Manufacturing & Service Linked Incentive (MSLI). DPIIT will oversee the implementation of the scheme, ensuring transparency and accountability through the engagement of an independent third-party audit agency for the pre-scrutiny of claims.

1.2 Background

The UNNATI Scheme is a strategic initiative by the Government of India to enhance industrial development in the North-East Region, addressing the unique challenges and opportunities within this area. The scheme is structured to provide substantial financial support and incentives to encourage investment and the establishment of new industrial units. DPIIT, as the nodal department, is tasked with monitoring the scheme's progress and effectiveness, while also providing necessary assistance to state governments in the NER. The introduction of a robust claims process, including the potential for 48 claims per unit across various components, reflects the government's commitment to ensuring a transparent and efficient implementation of the scheme.

1.3 Scope of Work:

The empaneled agencies will be responsible for conducting a comprehensive and independent scrutiny of claims under the UNNATI, 2024 Scheme. The agency will ensure that all claims are in strict compliance with the scheme's guidelines and thoroughly examines the documents. The scope of work includes, but is not limited to, the following tasks:

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1. Eligibility & Compliance Verification:
 - a. Audit Checklist Preparation:
 - i. Develop a comprehensive audit checklist in consultation with the Department.

- ii. Tailor the checklist to each component of the scheme, ensuring alignment with the latest operational guidelines.
- b. Eligibility Criteria Verification:
 - i. Confirm that applicants meet all eligibility requirements, including sector-specific conditions, investment thresholds, and operational benchmarks.
- c. Compliance Parameters Assessment:
 - i. Evaluate adherence to regulatory clearances, environmental standards, and prescribed processes.
 - ii. Ensure alignment with broader policy objectives such as regional development and sustainability.
- d. Guideline Adherence:
 - i. Review each claim to verify conformity with the scheme's documentation and operational framework.
- e. Fraud Prevention:
 - i. Identify red flags or indicators of potential misuse or misrepresentation.
 - ii. Initiate appropriate investigative actions where necessary.
- 2. Document & Financial Scrutiny:
 - a. Verification of Documentation:
 - i. Authenticate all submitted documents including business licenses, tax returns, environmental clearances, and other regulatory filings.
 - ii. Cross-reference document details with claim data to ensure consistency in investment figures, timelines, and employment metrics.
 - iii. Conduct due diligence on the applicant's project history to prevent duplication of incentives or misrepresentation.
 - b. Verification of Invoices:
 - i. Reconcile invoices with corresponding claims to confirm that expenses are accurately represented and fall within eligible categories.
 - ii. Assess the legitimacy of vendors and service providers to prevent fraudulent or fictitious transactions.
 - iii. Ensure invoice dates and amounts align with project timelines and financial projections.
 - iv. Verify tax compliance on all invoices, ensuring alignment with applicable tax regulations and accurate calculation of net claimable amounts.
 - c. Financial Scrutiny:
 - i. Examine financial statements and related documents for discrepancies, misreporting, or irregularities.

- ii. Evaluate key financial metrics to assess the financial health and viability of the applicant's project.
- 3. Investment & Incentive Assessment:
 - a. Assessment of Components:
 - i. Distinguish between core and non-core components as defined in the scheme.
 - ii. Ensure that each claim aligns with the appropriate classification and meets the eligibility requirements.
 - b. Investment Consistency Verification:
 - i. Cross-check claimed investments with the applicant's Detailed Project Report (DPR), Bank Appraisal Report, and other supporting documents.
 - ii. Conduct comparative analysis across similar units to identify anomalies or potential misuse.
 - c. Standardization Check:
 - i. Verify that the unit's components meet the scheme's standardization benchmarks, including quality standards, production capacity, and technological specifications.
 - d. Impact Assessment:
 - i. Evaluate the socio-economic impact of the investments, particularly in terms of employment generation and regional development.
 - e. Calculation of Incentives:
 - i. Apply the prescribed incentive formulas to determine the eligible incentive amount.
 - ii. Ensure that calculated incentives comply with scheme-specific caps and limits.
 - iii. Make pro-rata adjustments where applicable, especially in cases of partial eligibility or tiered incentive structures.
 - iv. Factor in GST and other relevant taxes to ensure accurate net incentive calculation.
 - f. Discrepancy Resolution:
 - i. Address any inconsistencies between claimed and verified amounts.
 - ii. Highlight to the relevant authority for clarification requirement and resolution of discrepancies, where necessary.
- 4. Reporting & Discrepancy Management:
 - a. Scrutiny Report Delivery:
 - i. Submit a comprehensive scrutiny report to the Department within 15 days of receiving claims from the States.

- ii. Ensure the report includes detailed findings from the audit process, including assessment of components, verification of documentation and invoices, and compliance checks.
- b. Report Content Requirements:
 - i. Provide clear recommendations regarding incentive amounts for each claim, supported by rationale and audit evidence.
 - ii. Document all discrepancies or issues identified during the pre-scrutiny process.
 - iii. Include an executive summary highlighting key observations and conclusions for quick reference by decision-makers.
- c. Discrepancy Resolution:
 - i. Engage with relevant authorities to clarify and resolve any inconsistencies between claimed and verified data.
 - ii. Maintain a transparent and traceable record of all discrepancy resolutions.
- d. Confidentiality Handling:
 - i. Ensure that all reports and related documentation are handled with the highest level of confidentiality.
 - ii. Protect sensitive information throughout the audit and reporting lifecycle.
- 5. Additional Responsibilities:
 - a. Physical Inspections:
 - i. Conduct random physical inspections of units to verify the existence and condition of plant and machinery, buildings, and other durable assets.
 - ii. Perform inspections upon request from the Department or in cases where discrepancies are identified during document scrutiny.
 - b. MSLI Claim Verification:
 - i. Participate in random checks of MSLI claims submitted by unit holders.
 - ii. Collaborate with representatives nominated by DPIIT and the concerned NER State during such verifications.
 - c. Execution of Additional Tasks:
 - i. Undertake any other audit or pre-scrutiny assignments as directed by the Department, including tasks related to other schemes administered by the Department.

5.5.1. Indicative timelines for the project:

S. No.	Tasks	Time
1	Receiving claims from States	T
2	Scrutiny report within 15 days of receiving the claims from the States	T+15

Disclaimer: The above-mentioned scope of work is illustrative but not exhaustive in nature