REQUEST FOR PROPOSAL ("RFP")

FOR APPOINTMENT OF A LEGAL CONSULTANT FOR THE MERGER OF

HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC)
IN
CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LIMITED (CCIC)

AND
NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED(NJMC)
AND
BIRDS JUTE & EXPORTS LIMITED (BJEL)

IN

JUTE CORPORATION OF INDIA LIMITED (JCI)

WITH

NATIONAL TEXTILE CORPORATION LIMITED (NTC) AS NODAL AGENCY

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1. Definitions & Abbreviations

Affiliates/ Group Companies	Affiliates/Group Companies shall mean member firms working under the common brand name and engaged in the similar activity of accounting/advisory/financial services and registered in India.
Bidder/ Applicant	Bidder/Applicant shall mean the entity or firm who is submitting its Proposal for providing services to the PSUs.
Consultant	Consultant shall mean the selected Bidder for performance and execution of the Proposed Assignment
Contract	Contract shall mean a written Contract signed between PSUs and the Consultant including subsequent amendments to the Contract in writing thereto.
Day	Day shall mean a calendar day.
Evaluation Committee of the PSUs	Evaluation Committee of the PSUs shall mean the committee comprising representatives of the PSUs for the purposes of this RFP. Suitable technical experts may also be part of the committee to render assistance in the evaluation of the Proposals.
GOI	Government of India
MoT	Ministry of Textiles
PSUs	The Public Sector Units, namely, Jute Corporation of India Limited (JCI), Central Cottage Industries Corporation of India Limited (CCIC), National Textile Corporation Handicrafts And Handlooms Exports Corporation Of India Limited (HHEC) National Jute Manufacturers Corporation Limited (NJMC) Birds Jute & Exports Limited (BJEL) shall be jointly and severally referred to as PSUs.
Proposal/Bid	Proposal/ Bid shall mean the Technical Proposal and the Financial proposal submitted in response to this RFP
Proposed Assignment	Proposed Assignment shall mean merger of three Public Sector Units, namely, Handlooms Exports Corporation Of India Limited (HHEC) In Central Cottage Industries Corporation of India Limited (CCIC) and National Jute Manufacturers Corporation Limited (NJMC) Birds Jute & Exports Limited (BJEL) in Jute Corporation of India Limited (JCI) in which The National Textile Corporation Limited as Nodal Agency.

RFP	RFP shall mean this "Request for Proposal" issued by the PSUs including any amendments thereto.
Sub-Contractor	Sub-Contractor shall mean any person or persons or firm or their legal representatives, successors, assignees to whom part of Contract has been given by the Consultant as per the terms and conditions of this RFP.
Turnover	Turnover shall mean combined annual sales turnover of the merged entities and in case of acquisition, the combined annual turnover of acquiring and acquired entities.
Validity Period	Validity Period of the Proposal shall be 180 days from the last date of submission of the Proposal.

2. Introduction & Overview

There is a proposal by the Government of India to merge Handlooms Exports Corporation Of India Limited (HHEC) In Central Cottage Industries Corporation of India Limited (CCIC) and National Jute Manufacturers Corporation Limited (NJMC) Birds Jute & Exports Limited (BJEL) in Jute Corporation of India Limited (JCI) in which The National Textile Corporation Limited as Nodal Agency all being public sector Undertakings. ("PSUs").

A brief overview of the PSUs is as follows:

2.1. National Textile Corporation Limited (NTC)

National Textile Corporation Limited (NTC), Schedule "A" Central Public Sector Enterprises under the ambit of Ministry of Textile, Government of India, engaged in production of yarn and fabric. NTC was established primarily to manage the affairs of the sick textile undertakings taken over by the Govt. of India in three Nationalization Acts in the years 1974; 1986; and 1995 by nationalizing 124 mills.

In the year 2002, BIFR had sanctioned the revival scheme of NTC as per which 53 mills were proposed to be modernized by NTC. However, this revival scheme was later modified, first in the year 2006 and then in the year 2008. After implementation of revival scheme, 23 mills were made operational by NTC.

However, production activity in all the operational NTC mills was suspended due to Covid-19 and nationwide lockdown imposed by Central/States governments from March, 2020. Normal operations were resumed in some of the NTC mills from January, 2021, which could not continue due to unavailability of working capital and other financial constraints.

2.2. Handicrafts and Handlooms Exports Corporation of India Limited (HHEC)

The Handicrafts & Handlooms Exports Corporation of India Ltd. (HHEC) was established in the year 1958, as "Indian Handicrafts Development Corporation Ltd" with the twin objective of (i) export promotion and (ii) trade development of handicraft and handloom products and it was renamed as "The Handicrafts & Handlooms Exports Corporation of India Limited" in 1962. HHEC was continuously suffering losses since 2015-16 and its business operations had come to a standstill. Being commercially unavailable, Closure of HHEC was approved by Union Cabinet in its meeting held on 16.03.2021. Post closure activities of HHEC are being carried out as per the extant DPE guidelines.

2.3. National Jute Manufacturers Corporation Limited (NJMC)

National Jute Manufacturers Corporation Ltd. (NJMC) was incorporated on 3 June 1980 as a wholly

owned Government of India undertaking comprising six jute mills—National, Kinnison, Khardah, Alexandra, Union (West Bengal) and RBHM (Katihar, Bihar). The company was engaged in manufacturing jute sacking for supply to Government food procurement agencies.

Due to continuous losses and erosion of net worth, NJMC was declared a sick company by BIFR in 1993. A revival package approved by the Union Cabinet in 2010 and subsequently sanctioned by BIFR in 2011 envisaged closure of three mills (National, Union and Alexandra) and revival of three mills (Kinnison, Khardah and RBHM), along with VRS for employees, machinery repairs and capital expenditure. However, despite various operational measures, including engagement of labour through production contracts, the revival efforts failed due to persistent losses, industrial relations issues, strikes and contractual disputes.

Considering the availability of adequate jute manufacturing capacity in the private sector, NITI Aayog recommended closure of NJMC, and the Union Cabinet approved its closure on 10 October 2018.

As part of the closure process, all employees were separated under VRS and the company presently has no staff on its rolls. NBCC (India) Ltd. was appointed as the Land Management Agency (LMA) and MSTC Ltd. as the auction agency for disposal of assets. The auction process for movable assets, including the building of Khardah Jute Mill, has been completed. As on 31.03.2024, NJMC had liabilities of approximately Rs 362.75 crore, while its assets were valued at around Rs. 2,688 crore. The Government of West Bengal has also claimed ownership of certain land assets under the West Bengal Estates Acquisition Act, 1953, except for the land of Union Jute Mill.

2.4. Birds Jute & Exports Limited (BJEL)

Birds Jute & Exports Ltd. (BJEL), originally a subsidiary of Lansdowne Jute Mill Pvt. Ltd. established in 1904, came under Government ownership following nationalization in 1980 through Bharat Process & Mechanical Engineers Ltd. (BPMEL). In 1986, the Government of India transferred its shareholding to National Jute Manufacturers Corporation Ltd. (NJMC), making BJEL a subsidiary of NJMC.

BJEL discontinued its manufacturing operations in October 2002 and had no sales turnover until 2014-15. Although a revival scheme costing ₹137.88 crore was approved by BIFR in 2012, its implementation could not proceed due to non-fulfilment of key conditions, including constitution of an Asset Sale Committee with participation of the Government of West Bengal and conversion of land use from industrial to commercial purposes. Consequently, the revival efforts failed, and the Union Cabinet approved the closure of BJEL on 10 October 2018.

As part of the closure process, all employees were separated under VRS and the company currently has no staff on its rolls. NBCC (India) Ltd. was appointed as the Land Management Agency (LMA) and MSTC Ltd. as the auction agency for disposal of assets. As on 31.03.2024, BJEL had liabilities of approximately ₹164.40 crore, while its assets were valued at around ₹809.79 crore. The auction process for movable assets has been completed. The Government of West

Bengal has also claimed ownership of BJEL's land under the provisions of the West Bengal Estates Acquisition Act, 1953.

2.5. Central Cottage Industries Corporation of India Limited (CCIC)

Central Cottage Industries Emporium was established in the year 1952 under the management of Indian Cooperative Union and was later on taken over by Central Cottage Industries Association in 1964 and was incorporated as Central Cottage Industries Corporation of India Ltd. (CCIC) on February 4, 1976. CCIC is a Public Sector Undertaking under Ministry of Textiles. The main objective of CCIC is to develop, promote and market High Quality Indian Handicrafts and Handloom products in India and abroad procured from the artisans/ weavers/ craftsperson through their Emporia, E-commerce, Exhibitions, Institutional / Corporate Sales, Exports and Interior Decoration Projects. CCIC is foremost in the pursuit of vocal for local and Atmanirbhar Bharat at grass root level. Corporation is having showrooms at New Delhi, Kolkata, Bengaluru, Chennai, Hyderabad, Kevadia (Gujarat), Craft Museum, New Delhi and Salarjung Museum, Hyderabad. CCIC is also having an online shopping website for it’s esteemed customers.

2.6 Jute Corporation of India Limited (JCI)

JCI was brought into existence in the year 1971 as a Govt. of India Enterprise registered under the then Companies Act, 1956. JCI is the Nodal Agency of the Govt. of India for carrying out MSP operations in raw jute. It is under the administrative control of Ministry of Textiles (MoT). JCI is responsible for implementing the MSP policy for jute farmers and serves as a stabilizing agency in the raw jute market. JCI also undertakes commercial operations judiciously when the prices of raw jute are well above MSP level and there is a requirement of intervention of the Corporation for stabilizing the raw jute prices in the market.

JCI’s price support operations involve procuring raw jute from small and marginal farmers at MSP without any quantitative limit as and when the prevailing market price of jute falls below the MSP. JCI procures raw jute from the farmers through its 110 Departmental Purchase Centres (DPCs) situated across the six jute growing states. Out of the above 69 DPCs are located in West Bengal, 19 in Assam, 12 in Bihar and the rest in the three other jute growing states of Andhra Pradesh, Odisha and Tripura. During the Crop Year 2024-25 (till 30.06.2025), the Corporation has procured 4.16 lakh quintals (2.31 lakh bales) under MSP operations the value of which comes to about Rs. 209 crore. The authorized and paid-up capital of the Corporation is Rs.5 Crore and the net worth is Rs.182.63 crore as on 31.03.2024. The entire authorized capital has been subscribed by the Government of India.

At present, JCI in its quest for a complete digital transformation, has taken several initiatives in the form of implementation of e-Office, introducing Block Chain Technology in e-supply chain mechanism, introduction of e-Auction platform for trading of raw jute, installation of CCTV across all its offices, digitization of records, introduction of new operation software as a part of its ERP module, launching PATMITRO Mobile App for benefit of the farmers, marketing of Jute Diversified Products (JDPs) through E-commerce platform in the interest of the artisans/ self-help groups, in house development of HRMS software, MoU with NRSC ISRO for crop surveillance for the benefit of the entire jute sector, integration of Aadhar for e-KYC for verification purposes in MSP purchase, etc.

3. Disclaimer

3.1. The Introduction and Overview provided herein are purely indicative in nature. Bidders/Consultant are advised to refer to the annual reports and other relevant information pertaining to the PSUs available in the public domain for a comprehensive understanding.

3.2. The information contained in this RFP, or subsequently provided to the Bidders/Consultant in any form, whether oral, written, electronic, or otherwise, by or on behalf of the PSUs, is furnished solely on the terms and conditions set forth in this RFP and subject to such additional terms and conditions under which such information may be provided.

3.3. This RFP does not purport to contain all information that a Bidder may require. Each Bidder shall, at its own cost and expense and without any claim for reimbursement, undertake its own investigations, analyses, and due diligence, and independently verify the accuracy, adequacy, reliability, and completeness of the information contained herein. Bidders/Consultant are encouraged to seek independent professional advice wherever considered necessary.

3.4. Neither the PSUs nor any of their employees, officers, representatives, or advisors shall be liable to any Bidder or any other person under any law, including the law of contract, tort, restitution, unjust enrichment, or otherwise, for any loss, cost, expense, damage, or liability arising out of or in connection with this RFP, any information contained herein, the selection process, the award of the Contract, or any other information provided by or on behalf of the PSUs.

3.5. While every reasonable effort has been made to ensure the accuracy of the information contained in this RFP, no representation or warranty, express or implied, is made regarding the completeness, accuracy, adequacy, or reliability of the contents of this document. Accordingly, the PSUs and their employees expressly disclaim any responsibility or liability in relation thereto.

3.6. The PSUs reserve the right, at their sole discretion and without assigning any reason, to amend, modify, supplement, vary, or withdraw any provision of this RFP. Any such amendment or clarification shall be communicated to all Bidders/Consultant or made available through the official website of the PSUs. Any subsequent written communication issued by the PSUs shall prevail over the information contained in this RFP to the extent of any inconsistency.

3.7. The information contained in this RFP covers a broad range of matters, some of which may involve interpretations of applicable laws and regulations. Such information is not intended to constitute a complete or authoritative statement of law or statutory requirements. The PSUs shall not be liable for any consequence arising from reliance placed by any Bidder on the information contained herein, whether due to negligence or otherwise.

3.8. The PSUs may, at their absolute discretion and without any obligation to do so, update, revise, amend, supplement, or modify any information, assessment, assumption, or statement contained in this RFP.

3.9. The PSUs reserve the right to accept or reject any or all Proposals received pursuant to this RFP, at any stage of the selection process, without assigning any reason whatsoever and without incurring any liability towards any Bidder. The decision of the Evaluation Committee of the PSUs shall be final, binding, and conclusive upon all Bidders/Consultant and other persons associated with the bidding process.

3.10. The PSUs reserve the right to engage, appoint, or retain any legal advisor, consultant, or professional firm of their choice in connection with the Proposed Assignment, as may be deemed necessary.

4. Invitation

4.1. The NTC hereby invite Proposals under a two-bid system from reputed and experienced Bidders/Consultant having a proven track record in undertaking assignments of a similar nature. Interested Bidders/Consultant possessing the requisite qualifications, experience, and expertise are invited to submit their Proposals in accordance with the terms and conditions specified in this RFP.

4.2. The eligibility assessment, evaluation methodology, and selection process for the Proposals submitted in response to this RFP shall be determined solely by the PSUs. The decision of the PSUs in this regard shall be final and binding on all Bidders/Consultant.

4.3. The Bidders/Consultant shall possess the necessary qualifications, experience, technical competence, resources, and professional expertise required for the successful execution of the Proposed Assignment in accordance with the Terms of Reference/Scope of Work. The selected Bidder shall be expected to comply with all requirements, obligations, and conditions prescribed under this RFP and any subsequent communications issued by the PSUs.

4.4. This RFP is intended solely as an invitation for submission of Proposals and does not constitute an offer, agreement, or commitment by the PSUs. No contractual relationship or obligation shall arise between the PSUs and any Bidder by virtue of participation in the RFP process. A binding contractual relationship shall come into existence only upon the execution of a formal Agreement by the duly authorized representatives of the PSUs and the selected Bidder/Consultant.

5. RFP – Time Schedule

S.N.	Particulars	Date & Time
1.	RFP Document made available for Bidders/Consultant	*17.11.2026*
2.	Last date and time for submission of Technical Bid and Financial Bid.	*27.11.2026; 17.00 HRS.*
3.	Date & time for opening of the Technical Bid.	*30.11.2026, 16.00 HRS.*
4.	Date & time for opening of the Financial Bid.	*Will informed in advance by mail*
5.	Place of Submission and Opening the Proposal	*Head Office of the NTC, Scope Complex, Core-IV, 7, Lodhi Road, New Delhi - 110003.*

Note**:**

1. *If a holiday is declared on the dates mentioned above, the Proposals shall be received/ opened on the next working day at the same time specified above and at the same venue communicated otherwise.*

6. Eligibility Criteria

6.1. Bidders/Consultant must read carefully the Eligibility Criteria provided in **Annexure A**. Proposals of only those Bidders/Consultant who satisfy these conditions will be considered for the evaluation process.

Note: *The Eligibility Criteria will apply to the Bidders*/Consultant *along with its Affiliates/ Group companies/ member firms working under the common brand name.*

7. Invitation to Bid

7.1. National Textile Corporation Ltd intends to invite bids for appointment of legal consultant for merger of " HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC) IN CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LIMITED AND NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED (NJMC), BIRDS JUTE & EXPORTS LIMITED (BJEL) IN JUTE CORPORATION OF INDIA LIMITED WITH NATIONAL TEXTILE CORPORATION LIMITED (NTC) AS NODAL AGENCY,"

7.2. Interested bidders/Consultant must go through the complete tender document for details before submission of their Bids. Interested bidders/Consultant may obtain further information from below mentioned contact details.

7.3. The Tender Document shall be published on the Central Public Procurement Portal/NTC Website.

8. Conflict of Interest

8.1. The Bidders/Consultants shall provide professional, independent, objective, and impartial services to the PSUs and shall, at all times, act in the best interests of the PSUs. The Bidders/Consultants shall avoid any situation that may give rise to a conflict between their obligations under the Proposed Assignment and any other assignments, engagements, or corporate interests. They shall perform the Proposed Assignment without any expectation of, or reliance upon, the award of any future assignment or engagement by the PSUs.

8.2. Without limiting the generality of the foregoing, the Bidders/Consultants and/or any of their Affiliates, associates, experts, consortium members, or sub-contractors shall be deemed to have a conflict of interest and may be disqualified from participation in the Proposed Assignment under any of the following circumstances:

(i) Conflicting Activities:

A Bidder/Consultant (including its Affiliates, experts, consortium members, or sub-contractors) engaged for the Proposed Assignment shall not be eligible to participate in any subsequent procurement, supply of goods, execution of works, or provision of non-consultancy services that directly arise from, result from, or are materially related to the services rendered under the Proposed Assignment.

(ii) Conflicting Assignments:

A Bidder/Consultant (including its Affiliates, experts, consortium members, or sub-contractors) shall not undertake any assignment or engagement which, by its nature, scope, or subject matter, may conflict with the interests of the PSUs or adversely affect its ability to perform the Proposed Assignment in an independent and impartial manner, whether for the same or any other procuring entity.

(iii) Conflicting Relationships:

A Bidder/Consultant (including its Affiliates, experts, consortium members, or sub-contractors) having any business, financial, professional, or close family relationship with any employee, officer, or representative of the PSUs who is directly or indirectly involved in:

(a) preparation of the Terms of Reference/Scope of Work;
(b) evaluation and selection process under this RFP; or
(c) administration, supervision, or monitoring of the Contract,

shall disclose such relationship. The Bidder/Consultant may be considered for award only if the PSUs are satisfied that the conflict has been effectively mitigated or resolved in a manner acceptable to the PSUs throughout the bidding process and the execution of the Contract.

8.3. The Bidders/Consultants shall ensure that no employee, officer, or representative of the PSUs is engaged, employed, associated with, or otherwise involved in the Bidder's/Consultant's organization, directly or indirectly, in connection with the preparation of the Proposal, participation in the selection process, or execution of the Proposed Assignment, except with the prior written approval of the PSUs, where applicable.

8.4. The Bidders/Consultants shall promptly disclose any actual, potential, or perceived conflict of interest that may affect, or reasonably be perceived to affect, their ability to act in the best interests of the PSUs. Such disclosures shall be made in the prescribed forms submitted as part of the Technical Proposal or immediately upon becoming aware of such circumstances. Failure to disclose any such conflict may result in rejection of the Proposal, disqualification from the bidding process, forfeiture of bid security (if applicable), or termination of the Contract, as the case may be.

8.5. The Bidders/Consultants shall neither accept nor seek, directly or indirectly, any commission, rebate, discount, contingent fee, gift, benefit, or any other consideration from any person or entity in connection with the Proposed Assignment or the performance of their obligations under the Contract. The Bidders/Consultants shall take all reasonable measures to ensure that their employees, Affiliates, experts, consortium members, and sub-contractors also comply with this requirement.

8.6. Except for the fees and reimbursements expressly provided under the Contract, the Bidders/Consultants shall not receive or claim any remuneration, compensation, benefit, or consideration from any other source in relation to the Proposed Assignment.

9. Earnest Money Deposit

9.1. Earnest Money Deposit (EMD)

The Bidder shall submit an Earnest Money Deposit (EMD) of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only)** in the form of a Demand Draft issued by any Scheduled Commercial Bank (excluding Co-operative Banks), drawn in favour of **"National Textile Corporation Limited**.**",** payable at **Scope Complex, Core-IV, 7, Lodhi Road, New Delhi**. The EMD shall be submitted along with the Technical Proposal in the manner prescribed in this RFP.

9.2. Forfeiture of EMD

The EMD shall be liable to be forfeited, without prejudice to any other rights or remedies available to the PSUs, in the following circumstances:

(a) If the Bidder withdraws, modifies, or varies its Proposal during the Proposal Validity Period;
(b) If the selected Bidder/Consultant refuses or fails to execute the Contract within the stipulated period;
(c) If the selected Bidder/Consultant fails to furnish the required Performance Bank Guarantee in accordance with the provisions of this RFP and the Contract;
(d) If the Consultant fails to commence or perform the services, or fails to deliver the required outputs within the timelines prescribed under the Proposed Assignment;
(e) If the Bidder/Consultant is found to have made any material misrepresentation, submitted false information, or breached any provision of this RFP or the Contract.
(f) Micro and Small Enterprises (MSEs) registered with Udyam/NSIC, DPIIT-recognized Startups, and Central/State Government Departments or PSUs are exempted from submitting Earnest Money Deposit (EMD), subject to submission of a valid registration certificate along with the bid and declaration in this regard on their letter head.

9.3. Submission of EMD

The EMD shall be enclosed in the envelope containing the Technical Proposal in accordance with the instructions specified in **Annexure-D**. Any Proposal submitted without the requisite EMD or with an invalid EMD shall be treated as non-responsive and may be rejected without further consideration.

9.4. Refund of EMD

The EMD of unsuccessful Bidders/Consultant shall be returned on request send by Bidder/Consultant, without interest, as expeditiously as possible after completion of the selection

process and finalization of the Consultant. The EMD of the successful Bidder shall be refunded upon submission of the 5% of Total Contract Value as Performance Bank Guarantee

9.5. No Interest on EMD

No interest shall be payable by the PSUs on the EMD amount deposited by the Bidder, irrespective of the period for which it remains with the PSUs.

9.6. Debarment for Forfeiture of EMD

In the event of forfeiture of the EMD on account of any default attributable to the Bidder/Consultant, the PSUs reserve the right to debar such Bidder/Consultant from participating in future tenders, bids, or RFPs issued by the participating PSUs, namely, The National Textile Corporation Handicrafts And Handlooms Exports Corporation Of India Limited (HHEC) National Jute Manufacturers Corporation Limited (NJMC) Birds Jute & Exports Limited (BJEL), for such period as may be determined by the PSUs in accordance with their applicable policies and procedures.

10. Clarification and Queries

10.1. Clarifications and Queries

Prospective Bidders/Consultant may submit their queries, requests for clarification, or observations concerning the RFP in writing through email at merger@ntcltd.org on or before the date specified in the RFP Time Schedule. The PSUs shall endeavour to respond to such queries and may issue clarifications, interpretations, or additional information, as considered necessary, to all prospective Bidders/Consultant through email and/or by publication on the designated website(s). Any clarification so issued shall form an integral part of the RFP.

Where the PSUs consider it necessary to modify any provision of the RFP pursuant to a query or otherwise, such modification shall be made by way of an amendment in accordance with Clause 10.3 below.

10.2. Amendment of RFP

At any time prior to the deadline for submission of Proposals, the PSUs may, at their sole discretion and for any reason whatsoever, amend, modify, supplement, or clarify the provisions of this RFP by issuing a written addendum, corrigendum, or amendment.

Any such amendment shall be deemed to form an integral part of this RFP and shall be binding upon all Bidders/Consultant. The amendment shall be communicated through email and/or made available on the official website(s) of the PSUs.

To provide prospective Bidders/Consultant reasonable time to consider such amendment while preparing their Proposals, the PSUs may, at their discretion, extend the deadline for submission of Proposals. Any such extension shall be notified in the same manner as the amendment.

11. Terms of Reference / Scope of Work

11.1. A brief description of the objectives, scope of work, deliverables and reporting requirements, list of activity, tracks, deliverables and timelines and other requirements relating to the Proposed Assignment are provided in **Annexure B** of this RFP.

11.2. The expected duration of the Proposed Assignment is 18 months, with a provision for extension, if required on existing terms.

11.3. The process of merger should be in compliance with the Guidelines issued by Department of Public Enterprises (DPE).

11.4. The PSUs and any team set up by it will be at liberty to accept, reject or modify any of the suggestions received from the Bidder / Consultant. The details of Terms of Reference agreed between the two sides will be firmed up at the time of signing of Contract based on Terms of Reference in this RFP and the suggestions given by the Bidder / Consultant as part of their Proposal.

12. Validity Period of the Proposal

12.1. Proposals shall remain valid for 180 days, from the last date of submission of the Proposal as per this RFP.

13. Preparation of the Proposal

13.1. The name of the Proposed Assignment shall be **"Appointment of Legal Consultant for Merger/ Amalgamation of Handicrafts and Handlooms Exports Corporation of India Limited (HHEC) IN Central Cottage Industries Corporation of India Limited (CCIC) and National Jute Manufacturers Corporation Limited (NJMC) and Birds Jute & Exports Limited (BJEL) in Jute Corporation of India Limited (JCI) with National Textile Corporation Limited (NTC) as Nodal Agency"** and the Proposal shall be submitted under a **Two-Bid System**, comprising a Technical Proposal and a Financial Proposal.

a) The Technical Proposal shall be submitted in the format prescribed under **Annexure D**, together with **Annexures D1 to D3** and supporting documents in respect of the information furnished in **Annexures C, J, K, L and M**. The Bidder shall also submit an Earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) in the form and manner prescribed under this RFP. The EMD instrument shall be enclosed in the envelope containing the Technical Proposal.

b) In preparing the Technical Proposal, Bidders/Consultant are expected to carefully examine all documents comprising this RFP. Failure to provide the information and documentation required under the RFP may render the Proposal non-responsive and liable for rejection.

13.2. The Technical Proposal shall not contain any information relating to the Financial Proposal. Any Technical Proposal containing financial information, directly or indirectly, shall be treated as non-responsive and rejected.

13.3. The Financial Proposal shall be submitted strictly in the formats prescribed under Annexure E and Annexure E1 and shall clearly indicate the consultancy fee in both figures and words, expressed in Indian Rupees. The Financial Proposal shall be duly signed by the Authorized Representative of the Bidder. In the event of any discrepancy between the amount stated in figures and words, the amount stated in words shall prevail. In case of any discrepancy between the arithmetic total and the total amount indicated in the Financial Proposal, the lower amount shall prevail.

13.4. The fee quoted shall be inclusive of all professional fees, costs, charges, and expenses required for execution of the Proposed Assignment, excluding applicable taxes, which shall be payable at the rates prevailing at the time of actual payment. No out-of-pocket expenses, travel expenses, lodging, boarding, administrative expenses, or incidental costs shall be separately reimbursable by the Participating PSUs. The Financial Proposal shall be unconditional. Any conditional Financial Proposal shall be liable for rejection. Payments shall be subject to deduction of applicable taxes at source in accordance with prevailing laws.

13.5. The selected Consultant shall enter into a formal Agreement with the Participating PSUs within Fourteen (14) days from the date of issuance/acceptance of the Letter of Award (LoA), or within such extended period as may be permitted by the Participating PSUs.

13.6. The Consultant shall be solely responsible for successful completion of the Proposed Assignment in accordance with the Scope of Work. Subject to prior written approval of the Participating PSUs, the Consultant may engage sub-contractors or specialist agencies for specific components of the Assignment. However, the Consultant shall remain fully responsible and liable for all acts, omissions, defaults, and performance of such sub-contractors. No contractual relationship shall exist between the Participating PSUs and any sub-contractor. Details of the proposed sub-contracting arrangement, including copies of agreements and relevant credentials, shall be submitted along with the Proposal and shall not be altered without prior written approval of the Participating PSUs.

13.7. The Bidder shall bear all costs and expenses associated with the preparation and submission of its Proposal, participation in the selection process, presentations, discussions, negotiations, site visits, meetings, and any other activities related thereto. The Participating PSUs, namely Handicrafts and Handlooms Exports Corporation of India Limited (HHEC), National Jute Manufacturers Corporation Limited (NJMC), and Birds Jute & Exports Limited (BJEL), Central Cottage Industries Corporation India Limited (CCIC), Jute Corporation of India Limited (JCI) and National Textile Corporation Limited (NTC) as Nodal Agency, shall not be responsible or liable in any manner whatsoever for such costs, irrespective of the outcome of the selection process.

14. Submission & Receipt of Proposal

14.1. The Proposal shall be submitted under a **Two-Bid System**, comprising a Technical Proposal and a Financial Proposal. The original Proposal and all accompanying documents shall be duly signed and shall contain no interlineations, overwriting, or alterations, except those necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the signature of the Authorized Representative of the Bidder.

14.2. While submitting the Proposal, the Bidder shall provide a detailed index and appropriately numbered pages with clearly marked and referenced annexures and continuation sheets. All pages of the original Technical Proposal and Financial Proposal shall be initialled by the Authorized Representative of the Bidder. The Proposal shall be accompanied by a duly executed Power of Attorney, in the format prescribed under Annexure K, authorizing the signatory to submit and sign the Proposal on behalf of the Bidder. The original Technical and Financial Proposals shall be duly signed, stamped, and marked as **"ORIGINAL"**.

14.3. The Participating CPSEs shall not be responsible for any postal delay, transit loss, misplacement, tampering, or premature opening of the Proposal if the envelopes are not properly sealed, marked, or addressed in accordance with the provisions of this RFP. Any Proposal containing conditions, deviations, qualifications, or reservations contrary to the requirements of this RFP may be rejected as non-responsive. The decision of the Evaluation Committee in this regard shall be final, conclusive, and binding upon all Bidders/Consultant.

14.4. In accordance with the Two-Bid System, the Proposal shall be submitted in a sealed Master Envelope containing two separate sealed envelopes, namely: Technical Proposal and Financial Proposal.

The Master Envelope shall be clearly superscribed as: **"RFP FOR APPOINTMENT OF A LEGAL CONSULTANT FOR MERGER/AMALGAMATION OF HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC) In CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LIMITED (CCIC) AND NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED (NJMC) AND BIRDS JUTE & EXPORTS LIMITED (BJEL) IN JUTE CORPORATION OF INDIA LIMITED (JCI) And NATIONAL TEXTILE CORPORATION LIMITED (NTC) as NODAL AGENCY"** and shall be submitted on or before the date and time specified in the **RFP Time Schedule** at the following address:

General Manager (Corporate Sales, HOD-Legal)
National Textile Corporation Limited (NTC)
Scope Complex, Core–IV,
7, Lodhi Road,
New Delhi – 110003
Contact no. – 011-24360101

For the purposes of receipt, coordination, evaluation, and administration of this RFP, National Textile Corporation Limited (NTC) shall act as the nodal CPSE on behalf of the Participating

CPSEs. However, the RFP shall be deemed to have been jointly issued by the Participating CPSEs, namely Central Cottage Industries Corporation Limited (CCIC), Jute Corporation of India Limited (JCI) Handicrafts and Handlooms Exports Corporation of India Limited (HHEC), National Jute Manufacturers Corporation Limited (NJMC), and Birds Jute & Exports Limited (BJEL) and National Textile Corporation Limited (NTC) only act as Nodal Agency.

14.5. Any Proposal received after the prescribed deadline for submission, as specified in the RFP Time Schedule, shall be rejected and returned unopened at the discretion of the Participating CPSEs.

14.6. Proposals submitted through facsimile, telex, telegram, electronic mail, or any other electronic mode shall not be accepted and shall be treated as non-responsive.

Note: There shall be no indication whatsoever of any financial or pricing information in the Technical Proposal. Inclusion of any financial information, directly or indirectly, in the Technical Proposal shall render the Proposal non-responsive and liable for rejection.

15. Submission of Technical Proposal

15.1. The invited Bidders/Consultant should submit their Technical Proposal as per manner set out below so as to reach by the last date of submission mentioned in the RFP - Time-Schedule.

The Bidder shall prepare two copies of the Technical Proposal and shall seal the same in two different envelopes clearly marking each "**Original Technical Proposal – T1**" and "**Copy Technical Proposal – T2**" as appropriate. If the above Proposals are found not properly sealed as above, the same is liable for rejection. The envelopes shall be marked as "**TECHNICAL PROPOSAL FOR APPOINTMENT OF A LEGAL CONSULTANT FOR MERGER OF HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC) IN CENTRAL COTTTAGE INDUSTRIES CORPORATION IMITED (CCIC) AND NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED (NJMC) AND BIRDS JUTE & EXPORTS LIMITED (BJEL) IN JUTE CORPORATION OF INDIA LIMITED (JCI) IN WHICH NATIONAL TEXTILE CORPORATION LIMITED (NTC) ACT AS NODAL AGENCY."**

15.2. Thereafter, the Technical Proposals (Original Technical Proposal – T1 & Copy Technical Proposal – T2) should be put together in a master envelope as referred in para 14.2.

15.3. In addition to the above marking, all the envelopes must be super-scribed with the following information:

"**DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE**"

Name and Address of the Bidder

This will enable the PSUs to return the Proposals unopened, in case it is declared non-responsive for any reason whatsoever.

15.4. The Original Technical Proposal – T1 & Copy Technical Proposal – T2 shall be typed or written in indelible ink and shall be signed and sealed by the Bidder or a person duly authorized to bind the Bidder to the Contract.

15.5. The Bidder will take care in submitting the Technical Proposal properly filed so that the papers are not loose.

15.6. All the formats need to be filled in exactly as per the pro-forma given in the Annexures and any deviation is likely to cause rejection of the Technical Proposal.

15.7. The Technical Proposal not submitted in the prescribed format or incomplete in details is liable for rejection. The PSUs are not responsible for non-receipt of Technical Proposal within the specified date and time due to any reason including postal delays or holidays.

15.8. The PSUs shall not allow/permit changes in the Technical Proposal once it is submitted.

15.9. Non-submission or partial submission of the information along with the Technical Proposal could result in disqualification of the Proposal of the concerned bidder.

15.10. The Technical Proposal must not contain any price information.

15.11. The Technical Proposal shall comprise of the following:

Section	**Item**	**Format**
	Covering letter on Consultant's letter head duly signed by the authorized signatory with name, title and seal	Annexure C
Eligibility Criteria as outlined in the RFP	All the Annexures, Certificates and Enclosures	Annexure A
Technical Proposal	Letter of Technical Proposal	Annexure D
	Particulars to be furnished for Appointment of a Consultant	Annexure D1
	Financial Performance of the Bidder	Annexure D2
	Information regarding any Conflicting Activities and Declaration thereof	Annexure D3
	Integrity Pact	Annexure J
	Power of Attorney	Annexure K
	Certificate	Annexure L
	Non- Disclosure Agreement	Annexure M
	Sub-Contracts, if any	Detailed write up explaining the need for the subcontracting and quantum, and all details including copies of sub contract and other relevant documents of the proposed subcontracting
Subsequent addendums signed and stamped on every page by the Authorized Representative of the Bidder.		

16. Submission of Financial Proposal

16.1. Bidders/Consultant shall submit the Financial Proposal as per manner set out below so as to reach by the last date of submission mentioned in the RFP – Time Schedule.

16.2. The Bidder shall not add any condition / deviation in the Financial Proposal.

The Bidder shall prepare two copies of the Financial Proposal and shall seal the same in two different envelopes clearly marking each "**Original Financial Proposal – F1**" and "**Copy Financial Proposal – F2**" as appropriate. If the above Proposals are found not properly sealed as above, the same is liable for rejection. The envelopes shall be marked as "**FINANCIAL PROPOSAL FOR APPOINTMENT OF A LEGAL CONSULTANT FOR MERGER HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC) IN CENTRAL COTTAGE INDUSTRIES CORPORATION INDIA LIMITED (CCIC), NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED (NJMC) AND BIRDS JUTE & EXPORTS LIMITED (BJEL) IN JUTE CORPORATION OF INDIA LIMITED (JCI) AND NATIONAL TEXTILE CORPORATION LIMITED (NTC) IN NODAL AGENCY.**

16.3. Thereafter, the Proposals (Original Financial Proposal – F1 & Copy Financial Proposal – F2) should be put together in a master envelope as referred in para 13.4.

16.4. In addition to the above marking, all the envelopes must be super-scribed with the following information:

"DO NOT OPEN EXCEPT IN THE PRESENCE OF BID OPENING COMMITTEE"

This will enable the PSUs to return the Proposal unopened, in case it is declared unacceptable for any reason whatsoever.

16.5. The Original Financial Proposal – F1 & Copy Financial Proposal – F2 shall be typed or written in inedible ink and shall be signed and sealed by the Bidder or a person duly authorized to bind the Bidder to the Contract.

16.6. The Bidder will take care of submitting the Financial Proposal properly so that the papers are not loose. The Financial Proposal which is not sealed as indicated in this RFP may be liable for rejection.

16.7. All the formats need to be filled in exactly as per the pro-forma given in Annexures and any deviation is like to cause rejection of the Proposal.

16.8. The Financial Proposal not submitted in the prescribed format or incomplete in details

shall be rejected. The PSUs are not responsible for non-receipt of the Financial Proposal within the specified date and time due to any reason including postal delays or holidays.

16.9. The PSUs shall not allow /permit changes in the specifications stated in the Financial Proposal once it is submitted.

16.10. Non-submission or partial submission of the information in the Financial Proposal will result in the disqualification of the Proposal of the concerned Bidder.

16.11. The Financial Proposal should contain the Price Information only and to be submitted strictly as per the format provided in this RFP.

16.12. The Bidder will submit the Financial Proposal keeping in mind the Scope Work /Terms of Reference provided in **Annexure B**.

17. Instructions to Bidder

17.1. The Proposal confirming to the conditions of this RFP shall be submitted at National Textile Corporation Limited (NTC), Scope Complex, Core–IV, 7, Lodhi Road, New Delhi – 110003.

17.2. The documents submitted by the Bidder with this RFP shall be considered as part of the Contract documents.

17.3. Bidders/Consultant should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidders/Consultant in its dealings with PSUs. This designated person should hold the Power of Attorney as provided in **Annexure K** and be authorized to perform all tasks including but not limited to providing information, responding to enquiries etc.

17.4. Proposals shall be submitted on or prior to the time and the date provided in the RFP- Time Schedule.

18. Disqualification

18.1. PSUs shall not consider for the purpose of qualification, any Proposal which has been found to be incomplete in content or supporting documents in the sole discretion of the Evaluation Committee of the PSUs.

18.2. Without prejudice to any other rights or remedies available to the PSUs including the right to disqualify any Bidder at the sole discretion of the Evaluation Committee of the PSUs with or without assigning any reason, the PSUs reserve the right to disqualify any Bidder and exclude its Proposal from further consideration for any reason, including, but not limited to, those listed below:

(a) Misrepresentation/ false statement is made by the Bidder at any stage in this process (including in supporting documentation or otherwise) and whether written or oral.

(b) If the Proposal submitted by the Bidder is in any respect inconsistent with, or demonstrates any failure to comply with, the provisions of the RFP, including not being accompanied by the EMDs or the RFP being conditional in any respect.

(c) Failure by the Bidder to provide necessary and sufficient information required to be provided in the Proposal in accordance with the RFP.

(d) Submission of more than one Proposal by the Bidder whether directly or indirectly (including, making a self-bid and as subcontractor of another Bidder) in which case, all such Proposals shall be rejected.

(e) If at any time it is discovered that the Bidder is subjected to winding up/insolvency proceedings or other proceedings of a similar nature.

(f) In the interest of national integrity, security or otherwise, as may be determined by the PSUs.

(g) Initiation or existence of any legal proceedings, by or against the Bidder which may be prejudiced by the participation of the Bidder.

(h) Non-fulfillment of any other condition or requirement by the Bidder as listed in this RFP.

(i) Bidders/Consultant who are found to canvass, influence or attempt to influence in any manner the qualification under this RFP, including without limitation, by offering bribes or other illegal gratification, shall be disqualified at any stage and shall be subject to due process of law.

(j) Any information regarding or in connection with the Bidder which becomes known and is detrimental to Proposed Assignment and/or interest of the PSUs.

(k) Breach of Confidentiality obligation by the Bidder will result in disqualification.

18.3. If the Bidder does not satisfy any of the requirements as may be issued by the GOI/PSUs by way of notifications / issue of guidelines / circulars or such similar notifications from time to time, including any additional conditions of disqualifications, the Proposal submitted by the Bidder shall be disqualified.

19. Modification and Withdrawal of Proposals

19.1. Written Notice: The Bidder may modify or withdraw its Proposal after the submission of the Proposal, provided that PSUs receive written notice of the modification or withdrawal, before the expiry of deadline prescribed for submission of Proposal in this RFP.

19.2. Signing and Marking of Notice: The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the procedure set-out for Submission of Proposals and shall be placed in an envelope marked as "MODIFICATION" or "WITHDRAWAL" as appropriate. A duly signed withdrawal notice may also be sent by email, so as to reach the Head Office of the NTC, before the expiry of deadline for submission of Proposals i.e. last date of receipt of the Proposal.

19.3. PSUs reserve the right to reject the modification of Proposal without providing any reason.

20. Proposal Evaluation & Selection Procedure.

20.1. Evaluation of the Proposals submitted by the Bidder and the selection procedure under this RFP will be carried out by the Evaluation Committee of the NTC.

20.2. Bidders/Consultant are advised that the selection of Consultant shall be on the basis of the evaluation process specified in this RFP. Bidders/Consultant shall be deemed to have understood and agreed that no explanation or justification for any aspect of the evaluation process will be given and that decision of the PSUs shall be final without any right of appeal whatsoever.

20.3. Technical Proposal submitted by the Bidders/Consultant would first be scrutinized for eligibility as per the Eligibility Criteria in **Annexure A** with the supporting documents provided by the Bidders. Technical Proposal not complying with any one or more of the criteria provided in **Annexure A** will be rejected and will not be considered for further evaluation.

20.4. The documents submitted by the Bidders/Consultant shall be scrutinized on the basis of Technical Proposal mentioned in **Annexure D** and **Annexure H** Proposals shall be evaluated as per Technical Evaluation parameters mentioned in **Annexure A1.**

20.5. The Bidders who qualify all the parameters mentioned in the eligibility criteria **Annexure D** and **Annexure H** will only be called for presentation. Subsequently, the so called bidders who scores 70 marks in Technical Bid Evaluation Criteria (**Annexure A 1)** shall be considered as qualified for opening of the Financial Proposal. Bidder who could not qualify with 70 marks their bids will be summarily rejected and no Financial Proposal will be opened.

20.6. Financial Proposal of all such Bidders/Consultant shall be opened, and the final selection will be made as per the L-1 Bidder as mentioned in **Annexure F**.

20.7. During evaluation of Bids, PSUs may, at their discretion, ask a Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing. If the response to the clarification is not received within the prescribed period as may be prescribed by the PSUs in this regard, the PSUs reserve the right to make own reasonable assumptions at the total risk and cost of the Bidder.

21. Finalization

21.1. PSUs reserve the right to hold discussions as may be necessary with the selected Bidder / Consultant to freeze the scope of work. These discussions shall not substantially alter (or dilute) the scope of work as stated in **Annexure B**.

21.2. Financial negotiations shall only be carried out if, due to above negotiations, there is any change in the scope of work which has a financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable. In such negotiations, the selected Bidder may also be asked to justify and demonstrate that the prices proposed in the Proposal are not out of line with the rates being charged by the Consultant for other similar assignments. However, in no case such financial negotiation should result in an increase in the financial cost as originally quoted by the Consultant and on which basis the Consultant has been called for the negotiations. If the negotiations with the Consultant fail, the PSUs shall cancel the bidding procedure.

21.3. After the discussions / negotiations with the selected Bidder, a Letter of Award (the "LOA") shall be issued by the PSUs to the Consultant (in duplicate) which shall contain special terms and conditions of the Contract. The Consultant shall, within 14 days of the date of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. The failure, delay or evasion by the Consultant to accept the LOA may result in cancellation of the LOA as well as forfeiture of the EMD.

21.4. The Consultant has to submit the Performance Bank Guarantee of any scheduled Commercial bank (other than Co-operative Bank) for an amount equivalent to 5% of the work order (after adjusting EMD of Rs. One Lakh Fifty Thousand paid with the RFP) within 10 days from the date of LOA, which should remain valid for 6 months from the date of conclusion of the said contract. The format of Performance Bank Guarantee is provided in **Annexure I**.

21.5. Thereafter, the Consultant shall execute the Contract within seven days of the date of the acknowledgment of LOA. The General Conditions of the Contract shall be as agreed with the participating PSU's as per Scope of work. The Consultant shall pay for all stamps and legal expenses incidental thereto.

21.6. The Consultant who has thus acknowledged the LOA and executed the Contract shall commence the Consultancy services within seven days of the date of the LOA or such other earlier date as may be mutually agreed. If the Consultant fails to either sign the Contracts specified above or commence the assignment as specified herein, the EMD of the Consultant shall be forfeited and appropriated.

22. Confidentiality/Non-Disclosure Agreement

22.1. As the Consultant (and their employees/representatives) will have access to the data of the PSUs, the Consultant should treat as confidential all data and information about the PSUs obtained in the execution of the Proposed Assignment, hold it in strict confidence and should not reveal such data/ information to any other party without the prior written approval of the PSUs. The employees or the Sub- Contractors engaged by the Consultant in the execution of the Proposed Assignment will maintain strict confidentiality for all data/ information which came into their possession during the course of execution of the Proposed Assignment.

22.2. The PSUs will require the Consultant to sign a confidentiality/non-disclosure agreement for not disclosing or part with any information relating to the PSUs and its data to any person or persons or authorities, without prior written approval of the PSUs. Breach of the same will result in cancellation of the Contract apart from other remedies which shall be available to the PSUs against such Consultant. The draft of non–disclosure agreement is provided in **Annexure M**.

23. Miscellaneous Terms & Conditions

23.1. Bidders/Consultant may note that the Secretarial Department of NTC is the Coordinating body mandated for overseeing the appointment of a Consultant for the Proposed Assignment on behalf of PSUs. The NTC shall be the single point contact for the Bidders/Consultant for the sake of administrative convenience.

23.2. Proposals not conforming to the requirements of the RFP may not be considered by the PSUs. However, the PSUs reserve the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of PSUs; the best interests of the PSUs would be served by such waiver.

23.3. The PSUs shall have the right to cancel the RFP process at any time prior to award of Contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by the PSUS, in its sole discretion, may include but are not limited to, the following:

(a) Services contemplated are no longer required;

(b) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;

(c) Proposed fees are unacceptable to the Work;

(d) The Project is not in the best interests of the PSUs;

(e) Any other reason.

23.4. The PSUs shall not be bound to give any reasons or to explain the rationale for its actions/ decisions to annul or abandon or to re-issue /re-commence the RFP process or to circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of the PSUs in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

23.5. The PSUs reserves the right to verify the validity of Proposal information and to reject any Proposal where the contents apparently are incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of Contract.

23.6. The PSUs may choose to take an undertaking from employees of the Consultant to maintain confidentiality of the PSUs information / documents etc. The PSUs may seek details / confirmation on background verification of Consultant's employees, worked/working on Proposed Assignment as may have been undertaken/ executed by the Consultant. Consultant should be agreeable for any such undertaking / verification.

23.7. In the case of re-constitution of the Bidder Consultant, the PSUs, at its discretion may allow the changed entity to continue to perform on same terms and conditions. Otherwise, such change would be sufficient grounds for termination action under this RFP for PSUs.

23.8. The PSUs shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the PSUs

23.9. From the time the Proposals are opened to the time the Contract is signed, the Bidders/Consultant should not contact the PSUs or the Project Office, unless called for. The Bidders/Consultant should also not contact any of the officers/employees or representatives of the PSUs on any matter related to its Technical Proposal and/or Financial Proposal with a view to influencing the PSUs in the examination, evaluation, ranking of proposals, and recommendation for award of Contract. Such an effort shall result in the rejection of the Bidders/Consultant Proposal. Canvassing in any form would lead to disqualification of the Proposal

23.10. If there is a conflict between terms of RFP and that of Contract, the terms of the Contract shall prevail.

24. Dispute Resolution

24.1. The parties shall first attempt amicable settlement of disputes.

24.2. In case of disputes remain unresolved, the matter shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 as amended from time to time

24.3. Venue of arbitration shall be New Delhi.

24.4. Proceedings shall be conducted in English language.

25. Jurisdiction

25.1. All and any disputes or differences arising out of or related to this RFP shall be decided only by the courts or tribunals situated at New Delhi, India. No suit or other legal proceedings shall be instituted elsewhere.

Note: *The said clause is only be applicable for any issue / dispute arising under this RFP.*

Annexure A – Eligibility Criteria

S. No.	Criteria	Documents to be submitted in support
1.	Registered and licensed to practice law in India.	Copy of Certification of incorporation/ registration/ partnership deed/ any other relevant documents.
2.	Bidder should be having experience of at least five years as on 31st March 2026 in M&A in PSU/Private Ltd/Public Private Ltd Banking/ Insurance/ Arbitration/ Commercial Contracts & Properties matter Sector in India.	Bidder has to submit Certified copy of the registration / Incorporation issued by the appropriate Government Authority and evidentiary proof such as (Name of the firm mentioned in the Newspaper articles, company (clients) filings in the NSE/ BSE, etc. highlighting bidders/ Consultant name and self-declaration from the bidders/ Consultant, Submission of self-certificate related to completion of relevant projects, FORM-26AS, financial transactions, letter of award of work via mail/ physical copy, etc.)
3.	Bidder should have advised, handled and successfully completed at least one transaction of merger/amalgamation/ acquisition having a combined annual turnover of INR 500 Crores or more in last ten years.	Bidder has to submit evidentiary proof such as (Name of the firm mentioned in the Newspaper articles, company (clients) filings in the NSE/ BSE, etc. highlighting bidders/ Consultant name and self-declaration from the bidders/ Consultant, Submission of self-certificate related to completion of relevant projects, FORM-26AS, financial transactions, letter of award of work via mail/ physical copy, etc.)

4.	Bidders/Consultant along with its Affiliates/ Group companies/ member firms working under the common brand name should have an annual turnover of at least INR 10 Crores as per the last audited consolidated financial statements and must have had profitable operations for at least 3 years of the last 5 years preceding the date of submission of the RFP .	Details of Bidders Annual Turnover and Net Profit on their letter head for the preceding five years duly certified by auditors of the bidders/consultant.
5.	The Bidder should not have been banned/declared ineligible due to corrupt and fraudulent practices by the Government of India/ State Governments/Regulatory Authorities or should not have been debarred from entering into Contract by any Government/Body/Authority outside India.	A self-declaration to be furnished by the Bidder on the Company's letter head for the same.
6.	The Bidder should have neither failed to perform on any agreement during the last three years, as, evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/ member firms.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
7.	The Bidder preferably should have merger / amalgamation & acquisition team at New Delhi and Kolkata with adequate infrastructure and manpower.	Declaration on the letter head of the Bidder in this regard.

8.	The firm/partner must not have conflict of interest with the mentioned CPSEs/PSUs involved in merger process.	Undertaking to this effect as per annexure

Annexure A1 – Technical Bid Evaluation Criteria

S. No.	Criteria	Maximum Marks	Documents Required
A	**Average Annual Turnover during last three financial years**		
1	Rs. 10 Cr to Rs. 15 Cr	5	CA Certificate and Decleration on letter head of bidder certified by auditors/statutory auditors
2	Above Rs. 15 Cr to Rs. 20 Cr	10	
3	Above Rs. 20 Cr	15	
B	**Number of Completion assignments of merger/amalgamation/acquisition having a combined annual turnover of INR 500 Crores or more in last 10 years**		
1	1–3 Assignments	5	Work Orders / Completion Certificates
2	Above 3–5 Assignments	10	
3	More than 5 Assignments	15	
C	**Experience in handling legal services in Labour, Industrial Relation, Service matters, Arbitration, Commercial Contracts and Property Matters, Merger, acquisition of PSUs, Private Ltd, Public Private Ltd**		
1	Relevant experience in 2 areas	5	Self-certified details with documentary proof
2	Relevant experience in 3–4 areas	7	
3	Relevant experience in 5 or more areas	10	
D.	**Infrastructure of bidder**	5	1. Office at New Delhi or Kolkata (any one place) with adequate infrastructure and manpower – 5 marks
		10	Office at both the places at New Delhi and Kolkata with adequate infrastructure and manpower
E	**Presentation before Evaluation Committee (Approach, Methodology, Resource Deployment, Response Mechanism, Understanding of NTC Requirements)**	50	Presentation
Total		**100 Marks**	

- **Experience in merger and acquisition is must.**

Minimum Qualifying Marks

The bidder must secure a minimum of **70 Marks out of 100 Marks** in the Technical Evaluation to qualify for opening of the Financial Bid.

Annexure B - Terms of Reference/Scope of Work

1. The PSUs are looking for a Consultant for the merger of the three PSUs Handicrafts And Handlooms Exports Corporation Of India Limited (HHEC) in Central Cottage Industries Corporation of India Limited and National Jute Manufacturers Corporation Limited (NJMC) And Birds Jute & Exports Limited (BJEL) in Jute Corporation of India Limited (JCI) and National Textile Corporation Limited (NTC) as Nodal Agency,. The Consultant would be responsible for designing, guiding and ensuring the implementation of all aspects required for successful completion of the merger, including planning all aspects of the merger, presenting it for approval of the PSUs and upon approval, ensuring the effective implementation of the same.

2. **Objective:**

   The strategic objective of the project is to merge HHEC into CCIC and NJMC and BJEL within JCI.

3. **Scope of Work:**

The selected legal consultant/Firm will be responsible for Legal services related to merger process. The comprehensive scope of work is mentioned below:

A. Draft scheme and related documentation

Drafting, reviewing and finalizing drafts of the scheme and related documentation for merger for all 5 clients. These may include:

i. Finalise a comprehensive strategic roadmap for the Composite Scheme of Amalgamation, including recommendation on the legally appropriate route for the transfer and amalgamation.

ii. Draft the Composite Scheme of Amalgamation, focusing strictly on legal components and frameworks while excluding financial evaluations and share exchange ratios.

iii. Draft the primary application under Section 230 of the Companies Act, 2013.

iv. Prepare all necessary ancillary documents, including board resolutions for all applicant companies and consent affidavits for shareholders and creditors.

v. Conduct comprehensive due diligence of the closed companies and identification of all assets, liabilities, claims, litigations, and statutory obligations.

B. MCA AND RELATED PROCESS FOR MERGER:

i. File the first company application with the Ministry of Corporate Affairs (MCA), stock exchange, SEBI (if required) and track scrutiny, resolve defects using company inputs, and secure the case number and hearing date.

ii. Represent the applicant companies in all MCA hearings for the first application through to its final disposal.

iii. Drafting and finalizing statutory notices for meetings, public advertisements, explanatory statements, proxy forms, and notices to sector authorities under Section 230(5) of the Companies Act, 2013.

iv. Assisting and coordinating with the MCA-appointed Chairperson for issuing notices to shareholders and creditors.

v. Finalizing and dispatching compliance notices to all regulatory authorities mentioned in Section 230(5) of the Companies Act.

vi. Drafting final newspaper advertisements for the applicant companies and confirming their publication.

vii. Drafting and filing proof of compliance affidavits before the MCA, confirming the dispatch of Section 230(5) notices and the publication of public advertisements.

viii. Attending the physical/virtual meetings of shareholders and creditors. Coordinating with the Chairperson post-meeting to draft, finalize, and file the meeting minutes, official reports, and matching affidavits with the MCA.

ix. Drafting, finalizing, affirming, and filing the final Company Petition before the MCA.

x. Managing the post-filing scrutiny process, removing procedural defects, and securing a final hearing date.

xi. Corresponding with the office of the Regional Director (RD) to obtain necessary comments or No-Objection Certificates (NOC) as required by the MCA.

xii. Presenting representations and attending all final petition hearings before the MCA until the final order is passed.

xiii. Tracking and applying for certified copies of the final amalgamation order. Providing the format for the schedule of assets to the applicant companies and feeding the completed schedules into the MCA department for direct incorporation into the final order.

xiv. Securing the certified copies of the final order and supplying them to all applicant companies and the Registrar of Companies (RoC) to complete the official closure, and ensuring the final dissolution / removal of the transferor companies from the Register of Companies.

xv. Delivering all other general legal advisory, miscellaneous notices, and troubleshooting support connected to the amalgamation process.

xvi. Assistance with process of adjudication of stamp duty payable on the sanction order passed by MCA up to the stage of issue of demand notice by adjudicating authority. This will include drafting, reviewing and assisting with affidavits, applications and other documents to be filed with stamp adjudicating authority and providing advice thereon with respect to the sanction order and also in such states where immovable properties (leasehold & freehold) of the transferors are situated.

xvii. The consultant should provide services for end to end completion of merger process.

C. LIAISING AND COORDINATING:

Liaising, briefing and coordinating for obtaining all requisite Government Approvals including coordinating with outside counsels in certain hearings (if required).

D. PRESENTATION TO VARIOUS AUTHORITIES

Providing Presentation on the merger scheme and/or related documents before the Management of PSU's or MOT or various statutory/regulatory/administrative authorities for obtaining approvals.

E. ASSISTING IN POST MERGER COMPLIANCES:

Help in assisting in data integration of shareholders (if any) and all other operational and statutory compliance related matters if any etc including the transfer / vesting of all residual assets, liabilities, records, and obligations in accordance with the sanctioned scheme/order.

4. <u>Legal and Regulatory Issues</u>

To study/examine and suggest comprehensive plans towards achieving the following:

i. To define structure of the new Company and accordingly identify & support legal and regulatory compliance issues attached thereto.

ii. To do all acts to support legal merger.

iii. To look after integration of all the legal matters, including mapping each pending litigation and claim, and making all necessary arrangements for succession / substitution of the transferee entity.

iv. To ensure compliances with all laws and regulations.

5. Post Merger Integration (PMI)

i. To handhold management of all 5 PSUs and also Nodal Agency (NTC) throughout merger process till new organization is formed and set in place.

ii. Support to resolve any emergent issue arising during the contract process.

6. Deliverables and Reporting Requirements from Consultant:

i. For all activities listed in Annexure B – Terms of Reference / Scope of Work the consultant shall keep all the 5 PSUs including Nodal Agency (NTC) regularly informed on a fortnightly basis about the progress of the assignment.

ii. The consultant shall submit a final Closure Certificate/Report demonstrating that all actions contemplated in the assignment have been completed.

7. Period, Time frame for Completion of Proposed Assignment

The period of Consultancy shall be for 18 months from issue of Letter of Award (LOA). First stage Detailed Project Report (DPR) is to be submitted in 2 months. Second and Final stage of Implementation and PMI shall be as per Para 9 i.e. List of Activity Tracks, Deliverables and Timelines given below:

8. Payment Schedule as % of total Contract value:

As per 9 i.e. List of Activity Tracks, Deliverables and Timelines given below

Note: *The above are based on the Invoicing and Payment terms as indicated at* ***Annexure G*** *of this RFP.*

9. List of Activity, Timelines & Payment Terms.

Particulars	**Time Line**	**Payment Terms**
Approval of Merger Scheme from Board of JCI, CCIC, HHEC, NJMC and BJEL	Milestone# 1	25%
On receipt of MCA Order on 1st Motion Application	Milestone# 2	25%
Effective Date of Merger	Milestone# 3	40%
3 months from Effective date of merger	Milestone# 3	10%

Annexure C - Format of the Covering Letter

(On Bidder's Letterhead)

Date:

To,

(i) **NATIONAL TEXTILE CORPORATION LIMITED (NTC) (AS NODAL AGENCY).;**
(ii) **HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC) ; (Hereinafter jointly and severally referred to as "PSUs")**
(iii) **NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED (NJMC); (Hereinafter jointly and severally referred to as "PSUs")**
(iv) **JUTE CORPORATION OF INDIA LIMITED (jci); (Hereinafter jointly and severally referred to as "PSUs")**
(v) **CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LIMITED (Hereinafter jointly and severally referred to as "PSUs")**
(vi) **AND BIRDS JUTE & EXPORTS LIMITED (BJEL); (Hereinafter jointly and severally referred to as "PSUs")**

SUB: RFP dated _____

Dear Sir,

Please find enclosed our Proposal in response to the RFP dated issued by the PSUs.

We hereby confirm the following:

1. The Proposal is being submitted by_____*(name of the* Bidder) in accordance with the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by the PSUs and in any subsequent communication sent by the PSUs. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from PSUs.

For and on behalf of: (name of the Bidder)

Name of the Person:

Designation:

(Please also affix Company seal)

Annexure D – Letter of Technical Proposal

<u>Letter of Technical Proposal</u>

(On Bidder's Letterhead)

Date:

To,

(i) **<u>NATIONAL TEXTILE CORPORATION LIMITED (NTC) (AS NODAL AGENCY).;</u>**

(ii) **<u>HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC) ; (Hereinafter jointly and severally referred to as "PSUs")</u>**

(iii) **<u>NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED (NJMC); (Hereinafter jointly and severally referred to as "PSUs")</u>**

(iv) **<u>JUTE CORPORATION OF INDIA LIMITED (jci); (Hereinafter jointly and severally referred to as "PSUs")</u>**

(v) **<u>CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LIMITED (Hereinafter jointly and severally referred to as "PSUs")</u>**

(vi) **<u>AND BIRDS JUTE & EXPORTS LIMITED (BJEL); (Hereinafter jointly and severally referred to as "PSUs")</u>**

Sub: RFP dated_____

Dear Sirs,

With reference to your "RFP dated_____" we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as Consultant for merger of the five PSUs i.e. The HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC) IN CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LIMITED (CCIC) AND NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED (NJMC) AND BIRDS JUTE & EXPORTS LIMITED (BJEL) IN JUTE CORPORATION OF INDIA LIMITED (JCI). Besides this NATIONAL TEXTILE CORPORATION LIMITED (NTC) AS NODAL AGENCY. The Proposal is unconditional and unqualified.

1. We agree to keep this offer valid for 180 days from the last date of submission the Proposal specified in this RFP.
2. We agree to undertake this Proposed Assignment, if allotted by you, as per the scope of work (Terms of Reference/Scope of Work – **Annexure B**) and in accordance with the time frames specified in this RFP as well as on the payment

terms mentioned therein.

3. We agree and undertake to abide by all the terms and conditions of this RFP. We submit this Proposal under and in accordance with the terms of this RFP. Our Proposal is consistent with all the requirements of submissions as stated in this RFP and will be kept compliant in case of any subsequent communication from PSUs.
4. We confirm that the information submitted by us in our Proposal is true and correct.

For and on behalf of: (name of the Bidder) Name of the Person:
Designation:
(Please also affix Company seal)

List of Documents Enclosed:

1. *Annexures - D1 to D3*
2. *EMD (Details)*

Annexure D1 – Particulars to be furnished for Appointment of a Consultant

(On Bidder's Letterhead)

Sl. No.	**Criteria**	**Documents to be submitted in support**
1.	Name of the Bidder Company/Firm	
2.	Date of incorporation of the Bidder Company/Firm	
3.	Complete Address of the Bidder Company/Firm	
4.	Name and contact details of the Authorized Signatory	
5.	Particulars of the authorized signatory: (i) Name (ii) Designation (iii) Contact Number (iv) Fax number (v) Email id	
6.	Number of persons proposed to be assigned for this assignment and their profiles	
7.	Name, address and bank account number of the Bidder's bank	
8.	PAN of the Bidder Company/Firm	
9.	GST Registration Number of Bidder.	
10.	Office address at Delhi & Kolkata	
11.	Number of full time professional staff of the Bidder including its affiliates/group companies/member firms working under the common brand name and engaged in similar activities of providing advisor/financial services in India	
14.	Presence in how many cities in India – Please furnish names of the same	
15.	Any other information considered relevant by the Bidder	

The Bidder should provide the following information along with the above-mentioned documents/information:

(i) Bidder's key businesses, geographical presence in India, brief history and key milestones
(ii) Group structure, businesses and key group companies (where applicable)
(iii) Any other relevant information

Please include (as **Annexure**) suitable proof, where necessary, supporting the information provided in response to the various parameters, with suitable cross-reference.

(Signature, Name, Designation of the Authorized Signatory)

Annexure D2 – Financial Performance of the Bidder

(On Bidder's Letterhead)

Financial Year	Annual Turnover	Net Profit
F.Y. 2021-22		
F.Y. 2022-23		
F.Y 2023-24		
F.Y 2024-25		
F.Y 2025-26		

Certificate from the Statutory Auditor/Auditor

This is to certify that above information relates to the_____(name of the Bidder) is correct as per information available in the books of the Firm/Company.

Name of the Audit Firm:

Seal of the Audit Firm:

Firm Registration No.:

Membership No.:

Date:

(Signature, name and designation of the Authorized Signatory)

Annexure D3 – Information regarding any Conflicting Activities and Declaration thereof

Are there any activities carried out by your firm or by Affiliates/Group Companies, which are of conflicting nature as mentioned in Clause 8 of this RFP.

1. If yes, please furnish details of any such activities.

2. If no, please certify:

We, hereby, declare that our firm, is not indulged in any such activities which can be termed as the conflicting activities under Clause 8 of this RFP. We also acknowledge that in case of misrepresentation of the information, our Proposal/Contract shall be rejected/terminated by the PSUs which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address

Annexure E – Letter of Financial Proposal

Letter of Financial Proposal Dt

(On Bidder's Letterhead)

To,

(i) **NATIONAL TEXTILE CORPORATION LIMITED (NTC) (AS NODAL AGENCY).;**
(ii) **HANDICRAFTS AND HANDLOOMS EXPORTS CORPORATION OF INDIA LIMITED (HHEC) ; (Hereinafter jointly and severally referred to as "PSUs")**
(iii) **NATIONAL JUTE MANUFACTURERS CORPORATION LIMITED (NJMC); (Hereinafter jointly and severally referred to as "PSUs")**
(iv) **JUTE CORPORATION OF INDIA LIMITED (jci); (Hereinafter jointly and severally referred to as "PSUs")**
(v) **CENTRAL COTTAGE INDUSTRIES CORPORATION OF INDIA LIMITED (Hereinafter jointly and severally referred to as "PSUs")**
(vi) **AND BIRDS JUTE & EXPORTS LIMITED (BJEL); (Hereinafter jointly and severally referred to as "PSUs")**

Sub: RFP dated_____

Dear Sir,

With reference to your RFP dated_____we submit herein below the Financial Proposal for selection as a Consultant for above.

Our attached Financial Proposal is for the sum of [Insert the amount(s) in words and figures].

We hereby confirm that the Financial Proposal is unconditional, and we agree that this offer shall remain valid for a period of 180 days from the last date of submission of Proposal or such further period as may be mutually agreed upon.

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

Yours sincerely,

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

Annexure E1 – Financial Proposal

(On Bidder's Letterhead)

Item No.	**Description**	**Amount**
A.	Consultancy Fees / Charges (lump sum amount)	
	[*Note:* All the expenses relating to the Consultancy personnel-Indian/expatriates) such as salaries, travel, travel and hotel accommodation of Support Personnel, expenses related to meetings, documentation, presentations, as and when required by the PSUs, etc. shall be borne by the Consultant and shall therefore be included in this quote as total lump sum cost, which shall be taken for evaluation.]	
B.	Applicable GST	
C.	Total Cost of the Consultancy (including GST) (A+B) INR_____(in figures) _____(In words)	

Note:

(i) *The Financial evaluation shall be based on the above Financial Proposal, including other costs.*

(ii) *No escalation on any account (excluding applicable GST) will be payable on the above amounts.*

(iii) *Financial Proposal to be indicated in Indian Rupees. All payments shall be subject to applicable Indian Laws TDS.*

(iv) *Bidder is required to quote only the lump sum cost for the entire assignment.*

(v) *Bidder should satisfy and read carefully all the term of reference/scope of work and other terms and conditions before quoting the fees.*

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

Date:

Annexure F – Parameters for selection of a Consultant

Bidders/Consultant *who qualify in the technical bid as per eligibility criteria will be treated as technically qualifies and their financial bids shall be opened. The contract will be awarded to the L-1 Bidder.*

Annexure G – Invoicing & Payment

The Payment would be based on List of Activity Tracks, Deliverables and Timelines mentioned in Annexure-B – Terms of Reference / Scope of Work:

Particulars	**Time Line**	**Payment Terms**
Approval of Merger Scheme from Board of JCI, CCIC, HHEC, NJMC and BJEL	Milestone# 1	25%
On receipt of MCA Order on 1st Motion Application	Milestone# 2	25%
Effective Date of Merger	Milestone# 3	40%
3 months from Effective date of merger	Milestone# 3	10%

Annexure H – Parameters for Technical Evaluation

Evaluation of Responsiveness

S. No.	Item	Required Response
1	Is the Bidder found Eligible? (Please refer Table A)	Yes/No
2	Have you submitted a valid MSME Registration Certificate (Udyam Registration Certificate)?	Yes/No
3	Has the Bidder submitted the requisite EMD?	Yes/No
4	Have all the pages required to be signed by the Authorized representative of the Bidder been signed and sealed?	Yes/No
5	Has the power of attorney been submitted in the name of Authorised Representative?	Yes/No
6	In case of Sub-contracting, whether the MOU has been submitted?	Yes/No
7	Has the Bidder submitted all the required forms of the Technical Proposal?	Yes/No
8	Does the Technical Proposal contain any financial information?	Yes/No
9	Is financial proposal submitted separately in a sealed cover?	Yes/No

Table A - Scrutiny of Proposal on the basis of Eligibility Criteria

S N	Item	Required Response	Document submitted in support of the item
1	Bidders/Consultant is registered and licensed to practice law in India?	Yes/No	
2	Having experience of at least 5 years for providing advisory services for Merger in India as on 31st March 2026	Yes/No	
3	Should have advised, handled and successfully completed at least one transaction of Merger having a combined annual turnover of INR 500 Crores or more in last ten years.	Yes/No	
4	Having an annual turnover of at least INR 10 Crores as per the decleration submitted by bidder on their letter head approved by auditor/statutory auditor and must have had profitable operations for at least 3 years of the last 5 years	Yes/No	
5	Is not banned/declared ineligible due to corrupt and fraudulent practices by the GOI/ State Govt./Regulatory Authorities or not debarred from entering into contract by any Govt/Body/Authority outside India.	Yes/No	
6	Declaration with regard to non-failure to perform during last 3 years.	Yes/No	
7	Declaration to have Merger team at New Delhi or Kolkata with adequate infrastructure.	Yes/No	
8	Undertaking given for no conflict of Interest with all 4 PSU's.	Yes/No	

<u>Note</u> : If the answer is yes, in all the cases, the Bidder is considered Eligible.

Annexure I – Performance Bank Guarantee

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized (or apostilled, as relevant)

Dated:

To,

The National Textile Corporation Ltd, New Delhi (NTC), Nodal Agency.

Dear Sir,

1. In consideration of
   The National Textile Corporation Ltd, New Delhi (NTC), Nodal Agency having its registered office at ---------- (hereinafter referred to as the "CCIC", which expression shall include its successors, administrators, executors and permitted assignees);

   The Central Cottage Industries Corporation of India Limited (CCIC) having its registered office at ---------- (hereinafter referred to as the "CCIC", which expression shall include its successors, administrators, executors and permitted assignees);

   The Handicrafts And Handlooms Exports Corporation Of India Limited (HHEC) having its registered office at---------- (which expression shall include its successors, administrators, executors and permitted assignees);
   The Jute Corporation of India Limited (CCIC) having its registered office at ---------- (hereinafter referred to as the "CCIC", which expression shall include its successors, administrators, executors and permitted assignees);

   The National Jute Manufacturers Corporation Limited (NJMC) having its registered office at ---------- (which expression shall include its successors, administrators, executors and permitted assignees); And

The Birds Jute & Exports Limited (BJEL) having its registered office at- (which expression shall include its successors, administrators, executors and permitted assignees);

M/s._____a company registered under the companies Act with its Registered office at_____, (hereinafter referred to as the "Consultant" which expression shall include its successors, administrators, executors and permitted assignees) on the other part;

hereinafter referred to as the "Parties" having entered into a contract no. _ dated _ (hereinafter called the

"Contract" which expression shall include all amendments thereto) and the Consultant having agreed to furnish to CCIC as lead Company a Performance Bank Guarantee for INR

_____for the faithful performance of the entire Contract;

We,_____, registered under the_____having head/registered office at

_____(hereinafter referred to as "the Bank," which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and permitted assignees) do hereby agree and undertake to pay immediately on first demand in writing a sum of Rs._____(Rupees_____) or such part thereof as may be demanded without any demur or delay and without any reference to the Consultant. Any demand made by the CCIC on the Bank shall be conclusive and binding as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and/or any other matter or thing whatsoever.

2. The Bank agrees that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by the ccic in writing. This Guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the Consultant and shall remain valid, binding and operative against the Bank.

3. The Bank also agrees that the NTC 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 Consultant and notwithstanding any security or other guarantee that the NTC may have in relation to the Consultant's liabilities.

4. The Bank further agrees that the NTC shall have the fullest liberty without the Bank's consent and without affecting in any manner Bank's obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time exercise of any of the powers vested in the NTC against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the NTC or any indulgence by the NTC to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving the Bank.

5. The Bank further agrees that any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

6. The Bank further agrees that the guarantee herein contained shall remain in full force during the period that is taken for the performance of the Contract and all dues of the NTC under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till the NTC discharges this Guarantee in writing, whichever is earlier.

7. This Guarantee shall not be discharged by any change in Bank's constitution, in the constitution of the NTC or that of the Consultant.

8. The Bank confirms that this Guarantee has been duly issued with observance of appropriate laws.

9. The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of the courts at Delhi.

10. Any claim under this Guarantee must be received by the Bank before the expiry of this Bank Guarantee. If no such claim has been received by the Bank by the said date, the rights of the NTC under this Guarantee will cease. However, if such a claim has been received by the Bank within the said date, all rights of the NTC under this guarantee shall be valid and shall not cease until the Bank has satisfied that claim.

11. Notwithstanding anything contained herein above:

A) The Bank's liability under this Bank Guarantee shall not exceed Rs.____(Rupees _____).

B) This Performance Bank Guarantee shall be valid upto _____

C) The Bank shall be liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the NTC serves upon the Bank a written demand or claim on or before_____.

Dated:_____this_____day_____2026

Yours faithfully,

For and on behalfof the_____Bank

(Designation) Address of the Bank

Annexure J - Integrity Pact

INTEGRITY PACT

Between

National Textile Corporation Limited (NTC) hereinafter referred to as

"The Principal"

And

---------- Herein after referred to as

"The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ to _____ The Principal
Values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
c. The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

   a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

   b. The Bidder(s)/ Contractor(s) will not enter with other Bidders/Consultant into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

   c. The Bidder(s/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

   d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Tenderers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian

Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Tenderers" is placed at **Annexure-B1.**

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings". Copy of the "Guidelines on Banning of Business Dealings" is annexed and marked as **Annexure-B2.**

Section 4- Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business Dealings."

Section 6 - Equal treatment of all Bidders/Consultants/Contractors / Subcontractors

1. The Bidder(s)/Consultant(s)/Contractor(s)/Subcontractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders/Consultant and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Consultant(s) /Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder/Consultant/ Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/ Contractors as confidential. He reports to the Chairman, NTC.

3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that

provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Acquirer/Merging Company. has appointed **Smt. Seema Bahuguna, IAS (Retd.)**and **Sh. A. Vijay Anand, IRS (Retd.)** as INDEPENDENT EXTERNAL MONITORS(IEMs) W.E.F 17.12.2024

7. **CONTACT DETAILS OF INDEPENDENT EXTERNAL MONITORS(IEMs)**
   a. **Smt. Seema Bahuguna, IAS (Retd.)**
      Email id **bahungunaseema@gmail.com**

   b. **Sh. A. Vijay Anand, IRS (Retd.)**
      Email id vijay_anand45@hotmail.com, vijayanand188@gmail.com

8. The Monitor will submit a written report to the Chairman, NTC. within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

9. If the Monitor has reported to the Chairman, NTC., a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman NTC. has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

10. The word **'Monitor'** would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the CMD/Competent Authority.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders/Consultant 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of NTC.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

_____ _____

(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)

(Office Seal)

Place……

Date……..

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure K – Power of Attorney

(To be provided by Bidder/Consultant)

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized (or apostilled , as relevant)

Power of Attorney for signing of RFP

To all to whom these presents shall come, We [●] (name of the entity) having our registered office at (address of the registered office) do hereby exclusively, unconditionally and irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), [●]son/daughter/wife of [●] and presently residing at [●], who is presently employed with us and holding the position of [●], as our true and lawful attorney (hereinafter referred to as the ("**Authorized Signatory**") in our name and on our behalf, to do, execute, and perform all such acts, agreements (with or without any amendments or modifications), deeds, matters and things as are necessary or required in connection with or incidental to submission of our application for qualification for the Proposed Assignment including but not limited to signing and submission of Proposal, affidavits, bids, and other documents and writings, as may be required from time to time, participation in conferences (if any) and providing information/ responses to the PSUs, representing us in all matters before the PSUs and generally dealing with the PSUs in all matters in connection with or relating to or arising out of our Proposal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the Authorized Signatory pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by the Authorized Signatory in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us concerning or touching these presents as fully and effectually as if we were present and had done, performed or executed the same ourselves.

IN WITNESS WHEREOF WE [●] THE ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [●] DAY OF [●] AT [●].
(Signature, name, designation and address) In the presence of:

1.
2.

Accepted
(Signature, Name, Title and Address of the Authorized Signatory) (To be duly notarized (or apostilled, as relevant)

Annexure L - Certificate

[To be stamped adequately and notarized (or apostilled, as relevant)]

To
The National Textile Corporation Limited (NTC) (Nodal Agency) having its registered office at [TO BE INSERTED];
The Central Cottage Industries Corporation of India Limited (CCIC) having its registered office at [TO BE INSERTED];
The Jute Corporation of India Limited (JCI) having its registered office at [TO BE INSERTED];

The Handicrafts And Handlooms Exports Corporation Of India Limited (HHEC) having its registered office at [TO BE INSERTED]

The National Jute Manufacturers Corporation Limited (NJMC) having its registered office at [TO BE INSERTED] and

The Birds Jute & Exports Limited (BJEL) having its registered office at [TO BE INSERTED]

SUB: RFP dated __

Certificate

This is with reference to the RFP dated issued by the PSUs inviting applications for engagement of Consultant for Merger of Handicrafts And Handlooms Exports Corporation Of India Limited (HHEC) in Central Cottage Industries Limited (CCIC) and National Jute Manufacturers Corporation Limited (NJMC) Birds Jute & Exports Limited (BJEL) in Jute Corporation of India Limited (JCI) and National Textile Corporation as Nodal Agency

I, [*name*], the Authorized Signatory of the Bidder, certify that every part of information provided by the Bidder in the Proposal is true, correct and complete in all aspects on the date of this affidavit.

Capitalized terms not defined in this certificate shall have the meaning ascribed to them in the RFP.

For and on behalf of: (IB)

Signature: (Authorized Signatory of the IB)

Name of the Person:
Designation:
(Please also affix Company seal) Place:
Date:

Annexure M - Non - Disclosure Agreement

(To be appropriately stamped on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution and notarized (or apostilled, as relevant)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into (this "Agreement") is made on this _____day of_____, 2026 at_____.

By and Between

This Non-Disclosure Agreement is made and entered into on this_____day of _____, and _____by and between

The National Textile Corporation (NTCL) having its registered office at [TO BE INSERTED]; and
The Jute Corporation of India Limited (JCI) having its registered office at [TO BE INSERTED]; and
The Central Cottage Industries Corporation of India Limited (CCIC) having its registered office at [TO BE INSERTED]; and

The Handicrafts And Handlooms Exports Corporation Of India Limited (HHEC) having its registered office at [TO BE INSERTED]

The National Jute Manufacturers Corporation Limited (NJMC) having its registered office at [TO BE INSERTED] and

The Birds Jute & Exports Limited (BJEL) having its registered office at [TO BE INSERTED]

(hereinafter jointly and severally referred to as "PSUs" which expression shall include their successors, administrators, executors and assignees) on the ONE PART

And

[●] (*Name of the Consultant*) of [●] (*please specify the registered office of*) (hereinafter called "Consultant" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the OTHER PART;

The PSUs and the Consultant wherever the context so permits, shall hereinafter collectively refer to as the "Parties" and individually as a "Party"

WHEREAS the PSUs vide its RFP dated [●] ("RFP") had invited for the Proposals from Bidders/Consultant for performing/delivering the services under the Proposed Assignment. The Consultant after going through the RFP and being interested to perform the services required for the Proposed Assignment participated in the bidding process and submitted its Proposal.

WHEREAS the Consultant had represented that it is engaged in the business of providing the services and has all the requisite skills, expertise, experience and necessary facilitates for providing/rendering/delivering the service(s) to the PSUs.

WHEREAS the PSUs based upon the representation and warranties made by the Consultant had entered into an Agreement dated [●] (**the Contract**) for the performance/delivery of services by the Consultant.

WHEREAS, the Consultant is aware and confirms that the information, data, drawings and designs, and other documents made available in the RFP and thereafter regarding the services as furnished by it in the Proposal and during the execution of the Contract or otherwise and all the Confidential Information under the RFP/the Contract is privileged and strictly confidential and/or proprietary to the PSUs.

NOW THEREFORE, in consideration of the foregoing, the Consultant agrees to all the following conditions for grant of access of the PSUs property/information and other data.

It is hereby agreed as under:

The words and expressions not specifically defined shall have the same meanings as are respectively assigned to them in this RFP/the Contract.

(a) The Parties agree that they shall hold in trust any Confidential Information received by either Party, under the Contract and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:

(i) maintain and use the Confidential Information only for the purposes of the Contract and only as permitted herein;

(ii) make copies as specifically authorized by the prior written consent of the other Party and with the same confidential or proprietary notices as may be

printed or displayed on the original;

(iii) restrict access and disclosure of confidential information to such of their employees, agents, vendors, and Contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

(iv) treat Confidential Information as confidential for a period of [●] years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [●] years from the date of such termination.

(b) Confidential Information does not include information which:

(i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(ii) is independently developed by the recipient without breach of the Contract;

(iii) is in the public domain;

(iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;

(v) is released from confidentiality with the prior written consent of the other Party;

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

(c) Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under the Contract may require the Consultant personnel to be present on premises of the PSUs or may require the Consultant's personnel to have access to computer networks and databases of the PSUs while on or off premises of the PSUs. It is understood that it would be impractical for the PSUs to monitor all information made available to the Consultant's personnel under such circumstances and to provide notice to the Consultants of the confidentiality of all such information. Therefore, the Consultant agrees and undertakes that any technical or business or other information of the PSUs that the Consultant's personnel, or agents acquire while on the PSUs premises, or through access to the PSUs computer systems or databases while on or off PSUs premises, shall be deemed Confidential Information.

(d) Confidential Information shall at all times remain the sole and exclusive

property of the disclosing party. Upon termination of the Contract, confidential information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of the PSUs in respect of the Confidential Information.

(e) In the event, any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither Party shall disclose to a third Party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of the Contract.

(f) The Agreement shall apply to all information relating to the Proposed Assignment and execution of the Contract disclosed by the PSUs to the Bidder under this Agreement.

(g) Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, in any of the Information.

(h) The parties acknowledge that the Confidential Information will not form the basis of any contract between them.

(i) This Agreement shall be binding upon the PSUs and the Bidder/Consultant and their Affiliates/Group Companies and Sub-Contractors.

(j) This Agreement shall continue perpetually unless and to the extent that PSUs may release in writing.

(k) This Agreement shall be governed by and construed in accordance with Indian laws.

(l) The provisions hereunder shall survive termination of the Contract.

For and on behalf of the Bidder Authorised Signatory:

Name

Designation Office Seal Place:
Date:
Accepted: