

Request for Proposal

Engagement of Accounting and Tax Consultant CA Firm

Issued By:

Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)



Issue Date: 21/10/2024

**Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI)
4th Floor, Office Plate A, NBCC Office Block I, East Kidwai Nagar, New Delhi-110023**

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A. Proprietary Notice

This document contains confidential information of Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) which is provided for the sole purpose of permitting the recipient to evaluate the proposal submitted herewith. In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and to not reproduce or otherwise disclose this information to any person outside the group directly responsible for evaluation of its contents, except that there is no obligation to maintain the confidentiality of any information which was known to the recipient prior to receipt of such information from CERSAI or becomes publicly known through no fault of recipient, from CERSAI or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to CERSAI.

B. Disclaimer

Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) intend to hire Accounting and Tax Consultant CA Firm for providing Taxation & Accounting services to CERSAI on contract basis . This document has been prepared based on information available in CERSAI and other publicly available documents which CERSAI believes to be reliable. The sole objective of this document (the Request for Proposal or the RFP) is to solicit Commercial and Technical Bid from interested parties for taking part in the Tendering process leading to Selection of Accounting and Tax Consultant CA Firm.

While this document has been prepared in good faith, no representation or warranty, express or implied, is or shall be made, and no responsibility or liability shall be accepted by CERSAI or any of their employees, consultants, advisors, or agents as to or in relation to the accuracy or completeness of this document and any liability thereof is hereby expressly disclaimed. Interested Parties may carry out their own study/analysis/investigation as required before submitting their Commercial and Technical Bid.

This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever

C. About CERSAI

CERSAI has been established by the Government of India under section 20 of the SARFAESI Act & is operational from 31st March 2011 and has completed thirteen years of its existence on 31.03.2024 and since its incorporation. It has enabled filing of security interest and Attachment orders on various kind of assets by all creditors as per the SARFAESI Act. Simultaneously, navigational links have been established with other registration systems, thus initiating steps towards fulfilling the main objects of the Company. Besides, CERSAI is also operating the CKYCR registry for the purpose of uploading/ updating/ downloading KYC Records of Individuals & Legal Entities by the Regulated Entities, since 2016, as per the PMLA, (Maintenance of Records Rules), 2005.

CERSAI has also been entrusted the BUDS Registry which is under implantation stage and likely to start functioning within month.

1. Notice Inviting Tender

Date: 21.10.2024

Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI), having its Registered Office at Plate A, 4th Floor, NBCC Block Tower 1, Kidwai Nagar East, New Delhi-110023, invites responses ("Proposals"/"Bid") to this Request for Proposal ("RFP") from eligible Bidders to be appointed as Accounting and Tax Consultant.

Interested bidders are advised to study this RFP carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Interested bidders may download the RFP from Government e Marketplace: <https://gem.gov.in/> as well from CERSAI website i.e. <https://cersai.org.in/CERSAI/home.prg>. Any subsequent Clarifications/ Corrigenda/ Addenda shall also be made available on these URLs.

Bid must be received not later than time and date mentioned in the Fact Sheet. Bid that are received after the deadline **WILL NOT** be considered in this procurement process.

A bidder shall be selected after complying the procedures described in this RFP.

To obtain first-hand information on the assignment, Bidders are encouraged to attend a pre-bid meeting. Attending the pre-bid meeting is optional.

AGM (Admin & Account)

Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
Plate A, 4th Floor, NBCC Block, Tower 1,
Kidwai Nagar East, New Delhi-110023

2. Fact Sheet

Tender Inviting Authority	Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
Name of the Project Work	Engagement of Accounting and Tax Consultant CA Firm
Place of availability of Tender Documents (RFPs)	Government e Marketplace portal (Gem)/ CERSAI website
Place of submission of Bid	Government e Marketplace: https://gem.gov.in/
Tender Document (RFP)	Request for Proposal Document
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)	Service
Re-bid submission allowed by the Bidder (Yes/No)	No
Is Offline Submission Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	Yes (on or before the last date and time of bid submission)
Is Multi Currency Allowed	No (Only Indian Rupees)
One time Procurement	Yes
Bid Validity days (180/120/90/60/30)	180 days
Location (Work / Services / Items / As per RFP)	As per RFP
Earnest Money Deposit (EMD)	INR Rs. 1,16,820/- (Rupees One lakh Sixteen thousand eight hundred twenty Only) To be paid online OR In form of Bank Guarantee from any Scheduled Commercial Bank drawn in favor of Central Registry of Securitization Asset Reconstruction and Security Interest of India, payable at New Delhi, as per the format given in Form A.14 of the RFP
Payment Mode (Online/Offline)	Online NEFT / RTGS to be deposited in CERSAI's account as mentioned below on or before 15/11/2024. Bank Name: Punjab National Bank Branch Name: 5, Sansad Marg, New Delhi Account No: 1988002100190070 IFSC Code: PUNB0015300. Bank Guarantee: Hard Copy & SFMS
Method of Selection	QCBS (Quality and Cost Based Selection)

Last Date for Submission of online queries by bidders	28/10/2024 by 6.30 PM / as per GeM portal
Date of Pre- Bid Meeting	29/10/2024 at 3 PM / as per GeM portal
Last date and time for Submission of Bid	18/11/2024 6.30 PM / as per GeM portal
Opening of Technical Bid	To be informed later
Opening of Commercial Bid	To be informed later
Address for Communication	4 th Floor, Plate- A, NBCC Office Block, Tower-1, East Kidwai Nagar, New Delhi-110023 Phone: 011-24664622 Website: www.cersai.org.in Email: arup_chakraborty@cersai.org.in

3. Instructions to the Bidders

3.1 Instructions for Online Bid Submission

3.1.1 This RFP has been published on the Government e Marketplace (GeM) Portal. The entity providing a response to this RFP, hereinafter referred to as “bidder”, are required to submit soft copies of their bid on the GeM Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in preparing their Bid in accordance with the requirements and submitting their Bid online on the GeM Portal

3.2 Preparation of Bid

3.2.1 Bidder should consider any corrigendum published on the bid document before submitting their bid.

3.2.2 Please go through the bid document carefully to understand the documents required to be submitted as part of the bid, the number of documents - including the names and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid summarily.

3.2.3 Bidder should upload the bid documents on GeM portal as indicated in the tender documents as per formats provided in the Annexure I- Forms

3.3 Submission of Bid

3.3.1 Bid will be submitted via GeM portal only. Offline submission/submission by any means other than GeM portal will not be entertained. Bidder may refer to GeM website to know the detailed process for applying for the bid. The bidders are advised to not to wait till last day for submission of their bid.

3.4 Assistance to Bidders

3.4.1 Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk or FAQs provided at the GeM Portal.

3.5 Cost to Bid

3.5.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid, if so desired by CERSAI. CERSAI shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

3.6 Contents of the RFP

3.6.1 The Bidder is expected to examine all Sections and Annexures in the RFP and understand the same. Thereafter they should furnish all information as stipulated therein.

3.7 Clarification on RFP

3.7.1 A prospective Bidder requiring any clarification on the RFP may submit the queries online on GeMportal. Queries must be submitted in the format mentioned in Annexure I- Forms A.2

3.7.2 CERSAI shall not respond to any queries not adhering as per the format mentioned in Annexure I- FormsA.2

3.7.3 All queries on the RFP should be received on or before the date as prescribed by CERSAI in Section 2 –Fact Sheet

3.8 Amendment of RFP

3.8.1 At any time prior to the last date and time for bid submission, CERSAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment. The amendment shall be notified on GeM Portal and should be taken into consideration by the prospective bidders while preparing their Bid.

3.8.2 To provide prospective Bidders reasonable time to take the amendment into account in preparing their Bid, CERSAI may, at its discretion, extend the last date for the receipt of Bid.

3.8.3 Bidders are advised to visit GeM website regularly to keep themselves updated as any change/modification in the RFP shall be intimated through GeM portal only.

3.9 Language of Bid

3.9.1 Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and CERSAI, shall be written in English language only.

3.10 Documents Comprising the Bid

The bid prepared by the Bidder shall comprise of the following components:

3.10.1 Eligibility Criteria - The Eligibility Criteria shall comprise of the following:

Proof of online payment of EMD Or Original BG (Scanned copy of BG to be uploaded along with Bid document as per format A.14)

Form A.7: Eligibility Criteria Cover Letter

(Company Letter head) Form A.8: Eligibility

Criteria Compliance Checklist

Form A.9: Turnover and Net Profit Certificate

Form A.6: Conflict of Interest (Company Letter head)

Form A.5: Power of Attorney and Board Resolution executed in favor of the Authorized Signatory

Form A.4: Pre-contract Integrity Pact (To be executed on a non-judicial stamp paper of INR 100/-)

- 3.10.2 **Technical Bid** - The Technical Bid shall comprise of the following:
Form A.10: Technical Bid Cover Letter (Company Letter head)
Form A.11: Technical Bid Compliance Checklist
- 3.10.3 **Commercial Bid** - The Commercial Bid shall comprise of the following:
Form A.12: Commercial Bid Letter (Company Letter head)
Form A.13: Commercial Bid
Kindly refer to Annexure I for all forms mentioned above

3.11 Procedure for Submission of Bid

3.11.1 Bid to be submitted on GeM portal only

3.11.2 The Bidder shall submit only one (1) bid in response to the RFP. If the Bidder submits more than one bid, it shall lead to disqualification of the bidder and shall also cause the rejection of all the Bid which such Bidder has submitted.

3.12 Bid Prices

3.12.1 The Bidder shall indicate in the Commercial Bid format Annexure I Form A.13 include all cost inclusive of tax. it proposes to provide under the Contract.

3.12.2 In absence of information requested in above Clause, a bid may be considered incomplete and will be rejected.

3.12.3 The Bidder shall prepare the bid based on details provided in the RFP. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by CERSAI. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

3.13 Firm Prices

3.13.1 Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, CERSAI reserves the right to negotiate the prices quoted by the successful Bidder to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

3.13.2 The Commercial Bid Format should clearly indicate the price to be charged and applicable taxes in concerned column. It is mandatory that such charges wherever applicable/payable should be indicated separately. However, should there be a change in the applicable taxes, the same may apply henceforth.

3.14 Discount

3.14.1 The Bidders are advised not to indicate any separate discount in the Commercial Bid. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, shall not be considered for evaluation purpose. However, in the event of such an offer is found to be the lowest without considering the discount, CERSAI shall avail such discount at the time of award of

Contract.

3.15 Bidder Qualification

3.15.1 The term "Bidder" as used in the RFP shall mean the organisation on whose behalf the authorised representative has signed the Tender Form. The Bidder must execute the power of attorney in favour of Authorised Signatory and it should be signed by the authorised representative.

3.15.2 It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm or a company.

3.15.3 The authorization shall be indicated by written Power-of-Attorney & Board Resolution wherever applicable accompanying the bid.

3.15.4 The power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

3.15.5 Any change in the Principal Officer or his duly Authorized Representative shall be intimated to CERSAI in advance.

3.16 Earnest Money Deposit (EMD)

3.16.1 The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount mentioned in the Section 2 – Fact Sheet

3.16.2 The EMD is required to protect CERSAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Section 5 – Scope of Work

3.16.3 The EMD must be deposited online or in the form of BG as per format given in format A.14 as mentioned in Section 2 of Fact Sheet.

3.16.4 Unsuccessful Bidder's EMD shall be discharged/returned on or before the 30th day after award of Contract to the successful Bidder.

3.16.5 The successful Bidder's EMD shall be discharged upon the bidder executing the Contract, pursuant to Clause 3.29 - Award of Contract and furnishing the Bank Guarantee, pursuant to Clause.

3.16.6 No interest shall be paid by CERSAI on the EMD. The EMD may be forfeited:

1. If the Bidder withdraws or amend his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by CERSAI during the period of the validity of the proposal fails or refuses to enter the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently or fails to furnish the required performance security within the specified period; or

3. If the bidder impairs or derogates from the bid in any respect within the period of its validity; or
4. If the bidder does not accept the correction of its bid price during evaluation.
5. The Earnest Money Deposit (EMD) shall be forfeited/invoked for any breach of condition of Pre-Contract Integrity Pact
6. Bid received without EMD will be summarily rejected.

3.17 Performance Bank Guarantee

3.17.1 Performance Bank Guarantee must be made in the form of Bank Guarantee from any Scheduled Commercial Bank drawn in favour of CERSAI, payable at New Delhi equivalent to five percent (5%) of the Contract Value before signing of the Contract.

3.17.2 Validity: Valid for 36 months (Engagement Term + Three Months). The BG shall be released after 36 months from the effective date of the start date of Engagement or execution of all pending Work Orders plus 3 months, whichever is later.

3.17.3 In case the execution of all pending work order extends beyond the validity of the BG, Bidder will be required to extend the BG validity till completion of engagement term plus 3 months.

3.17.4 Instrument: One single Bank Guarantee for the entire amount.

3.17.5 In the event of termination, CERSAI may Invoke the Performance Bank Guarantee, recover such other direct costs and other amounts towards direct damages from the Bidder that may have resulted from such defaults and pursue such other rights and/or remedies that may be available to CERSAI under law. The performance bank guarantee (PBG) shall be invoked for any breach of condition of Pre- Contract Integrity Pact.

3.17.6 Within 21 days of the receipt of notification of award from CERSAI, the successful bidder shall furnish the performance security in the form of Performance Bank Guarantee valid for a period of 36 months in accordance with the Conditions of Contract.

3.17.7 Failure of the successful Bidder to comply with the requirement of above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

3.18 Period of Validity of Bid

3.18.1 Bid shall remain valid for 180 days from the last date of submission of Bid. A Bid valid for a shorter period may be rejected by CERSAI as non-responsive.

3.18.2 In exceptional circumstances, CERSAI may request the Bidder for an extension of the period of validity . The request and the responses thereto shall be made in writing (or through e-mail). The validity of EMD provided under above Clause may also be extended if required.

3.19 Format and Signing of Bid

3.19.1 The original documents of the bid shall be typed or written in indelible ink. The original documents shall be signed by the Bidder, or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be signed and stamped by the person(s) signing the bid.

3.19.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled forms as per the Annexure I and sufficient documentary evidences as per RFP. Responses with illegible, incomplete Information sheets or insufficient documentary evidence shall be rejected.

3.20 Revelation of Prices

3.20.1 Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

3.21 Terms and Conditions of Bidders

3.21.1 Any terms and conditions of the Bidders shall not be considered as forming part of their Bid.

3.22 Consortium

3.22.1 Consortium is not allowed

3.23 Last Date for receipt of Bid

3.23.1 Bid shall be submitted by the bidder not later than the time and date specified in Section 2-Fact Sheet

3.23.2 CERSAI may, at its discretion, extend the last date for submission of Bid by amending the RFP, in which case all rights and obligations of CERSAI and Bidders previously subject to the last date shall thereafter be subject to the last date as extended.

3.24 Modification and Withdrawal of Bid

3.24.1 If the bidder relents after being declared as selected bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and CERSAI reserves right to blacklist/debar such bidder for next 2 years from participating in any CERSAI tender. In such situation, the tendering process shall be continued with the remaining bidders as per their ranking.

3.25 Contacting CERSAI

3.25.1 No Bidder shall contact CERSAI or its officers on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

3.25.2 Any effort by a Bidder to influence CERSAI's bid evaluation, bid

comparison or Contract award decisions may result in the rejection of the Bidder's bid.

3.26 Pre-Bid Meeting & Clarifications

3.26.1 Bidders Queries

- a. CERSAI shall hold a pre-bid meeting with the prospective bidders on 29.10.2024 at 03.00 PM at:
Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), 4th Floor, Plate A, Tower 1 Office Block, Block A, East Kidwai Nagar Kidwai Nagar New Delhi – 110023

The Bidders shall have to ensure that their queries for Pre-Bid meeting are submitted by email on or before 28/10/2024 by 6.30 PM / as notified on GeM portal, e-mail ID: arup_chakraborty@cersai.org.in as per the Form A.2, Annexure-I.

- b. The pre-bid meeting shall be conducted to address any relevant queries or clarifications required to the prospective bidders. The authorization letter to attend the pre-bid meeting to be submitted as per the Form A.1, Annexure-I
- c. CERSAI shall not be responsible for ensuring that they have received the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by the CERSAI.

3.26.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Officer notified by the CERSAI shall endeavour to provide timely response to all relevant queries collectively on GeM portal <https://gem.gov.in>. However, CERSAI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CERSAI undertake to answer all the queries that have been posted by the bidders.
- b. At any time prior to the last date for receipt of bids, CERSAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) shall be posted on the <https://gem.gov.in> & CERSAI website (www.cersai.org.in) Bidders are advised to check the GeM portal and CERSAI's website frequently for all updates regarding this RFP.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP and shall be considered as its part.
- e. In order to provide prospective Bidders reasonable time considering the corrigendum, CERSAI may, at its discretion, extend the last date for the receipt of Bids.

3.27 CERSAI's Right to Accept Any Bid and to Reject Any or All Bid

3.27.1 CERSAI reserves the right to accept any or all bid, and to annul the Tendering process or reject all Bid at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for CERSAI's action.

3.28 Notification of Award

3.28.1 Prior to the expiry of the period of bid validity, pursuant to Clause 3.18 - Period of Validity of Bid, CERSAI shall notify the successful Bidder via GeM portal

that its bid has been accepted.

3.28.2 The notification of award shall constitute the formation of the Contract.

3.28.3 Upon the successful Bidder's furnishing of Performance Bank Guarantee for Contract Performance, CERSAI may notify each unsuccessful Bidder and shall discharge their EMD.

3.29 Award of Contract

3.29.1 There shall be only one Successful Bidder.

3.29.2 At the same time as CERSAI notifies the successful Bidder that its bid has been accepted, CERSAI shall send the Bidder the pro forma for Contract, incorporating all agreements between the parties.

3.29.3 Within 7 days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to CERSAI.

3.29.4 Bidder must agree for honouring all RFP conditions and adherence to all aspects of fair-trade practices in executing the work orders placed by CERSAI.

3.29.5 In the case of Bidder whose bid is accepted, Bidder shall be required to give Performance Bank Guarantee as mentioned in Clause 3.17 – Performance Bank Guarantee.

3.29.6 CERSAI may, at any time, terminate the contract by giving written notice to the Bidder without any compensation, if the bidder becomes insolvent or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to CERSAI.

3.29.7 If at any point during the Contract, if the Bidder fails to, deliver as per the RFP terms and conditions, or any other reason amounting to disruption in service, the Termination clause (Clause 4.3 of this RFP) shall be invoked.

3.30 Placing of Work Order

3.30.1 For procurement of the services as mentioned in the RFP, Work Order shall be placed to the successful bidder in hardcopy format or in softcopy mode either through e-mail containing the scanned copy of the Work Order.

3.30.2 Objection, if any, to the Work Order must be reported to CERSAI by the successful Bidder within five (5) working days counted from the date of Work Order for modifications, otherwise it is assumed that the successful Bidder has accepted the Work Order.

3.30.3 If the successful Bidder is not able to supply/deploy/operationalize the ordered services completely within the specified period as mentioned in Work order issued after award of contract, the penalty clause as per clause 4.5 shall be invoked.

3.30.4 The decision of CERSAI shall be final and binding on all the bidders to this

RFP. CERSAI reserves the right to accept or reject any offer without assigning any reason whatsoever.

3.31 Tender Related Conditions

3.31.1 The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

3.31.2 The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of goods and services as required under this Contract. If at any stage of Tendering process or during the currency of the Contract, any suppression/falsification of such information is brought to the knowledge of CERSAI, CERSAI shall have the right to reject the bid or terminate the Contract, as the case maybe, without any compensation to the Bidder.

3.32 Rejection Criteria

Besides other conditions and terms highlighted in the RFP, Bid may be rejected under following circumstances:

3.32.1 Eligibility Rejection Criteria

- a. Bid submitted without or improper EMD.
- b. Eligibility Criteria containing commercial details.
- c. Bid received through Telex/Telegraphic /E-Mail/post etc. shall not be considered for evaluation under any circumstances.
- d. Bid which do not confirm unconditional validity of the bid as prescribed in the RFP.
- e. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process.
- f. Any effort on the part of a Bidder to influence CERSAI's bid evaluation, bid comparison or Contract award decisions.
- g. Bid without power of authorization and/or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

3.32.2 Technical Rejection Criteria

- a. Technical Bid containing commercial details.
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- c. Failure to furnish all information required by the RFP or submission of a bid not substantially responsive to the RFP in every respect.
- d. Bidders not complying with the functionality and specifications as mentioned in Annexure I and other Terms and Conditions as stated in the RFP.
- e. The Bidder not conforming unconditional acceptance of full responsibility of providing Goods and Services in accordance with the Section 5 - Scope of Work and Section 4 –General Conditions of Contract
- f. If the Bid does not conform to the timelines as specified in Section 6.

3.32.3 Commercial Rejection Criteria

- a. Incomplete Commercial Bid.
- b. Bidder not quoting for the complete Scope of Work as indicated in the RFP, addendum (if any) and any subsequent information given to the Bidder.
- c. Commercial Bid that do not conform to the RFP's Commercial Bid format as mentioned in Annexure I-Form A.13 'Commercial Bid'
- d. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- e. If there is an arithmetic discrepancy in the Commercial Bid calculations, bid may be rejected.
- f. If bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and shall not be considered.

3.33 Fraud and Corrupt Practices

3.33.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and after the issue of the Work Order and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the Work Order or the Contract, CERSAI may reject a Bid, withdraw the Work Order, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, CERSAI shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee as Damages, without prejudice to any other

right or remedy that may be available to CERSAI under the Bidding Documents and/or the Contract, or otherwise.

3.33.2 Without prejudice to the rights of CERSAI under above Clause and the rights and remedies which CERSAI may have under the Work Order, or otherwise if a Bidder, as the case may be, is found by CERSAI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the Work Order or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by CERSAI during a period of 2 (two) years from the date such Bidder, as the case may be, is found by CERSAI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

3.33.3 For the purposes of the Clause 3.33 – Fraud and Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:

- a. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or

has been associated in any manner, directly or indirectly, with the Bidding Process or the Work Order or has dealt with matters concerning the Contractor arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Work Order or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Work Order or the Contract, who at any time has been or is a legal, financial or technical adviser of CERSAI in relation to any matter concerning the Project;

- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, to influence the Bidding Process.
- c. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

4. General Terms & Conditions :-

4.1 Indemnity

CONSULTANT shall indemnify the Purchaser for all the losses incurred in connection with any third party claim, which have resulted from the CONSULTANT's own acts and/ or omissions and/or fraud and/or bad faith and/ or negligence. The extent and reason of the loss will be as determined by the authority adjudicating the third-party claim.

4.2 Confidentiality

Both parties agree that they may, in the course of their business relationship with the other, acquire or be exposed to information that is proprietary or confidential to the other party, its affiliates or its or their respective clients. Party disclosing the Confidential Information is referred to as the "Disclosing Party" and "Receiving Party" is the party to which the confidential information is disclosed. Both parties undertake, to hold all such information in strictest confidence and not to disclose such information to third parties nor to use such information for any purpose whatsoever save as may be strictly necessary for the performance of the Agreement.

Both the parties shall have the right to duplicate, use or disclose the data to the extent provided in the Agreement. These confidentiality restrictions shall be for the term of the resultant contract and for a period of three years thereafter. This restriction does not limit the right to use information contained in the data if it:

- a. Is obtained from another source without restriction.
- b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;
- c. becomes generally known to the public without violation of this Proposal;
- d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;
- e. is required to be provided under any law, or process of law duly executed.

4.3. Termination

The Purchaser may, terminate this Contract in whole or in part by giving the Consultant a prior and written notice of 30 days indicating its intention to terminate the Contract under the following circumstances:

4.3.1. Where the Purchaser is of the opinion that there has been such Event of Default (Non- completion of any deliverables as per section 5 & 6 of this RFP) on the part of the CONSULTANT which would make it proper and necessary to terminate this Contract and may include failure on the part of the CONSULTANT to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

4.3.2. Where it comes to the Purchaser's attention that the CONSULTANT (or the CONSULTANT's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the CONSULTANT's Bid, the RFP or this Contract.

4.3.3. Where the CONSULTANT's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia

the filing of any insolvency resolution proceedings against the CONSULTANT, any failure by the CONSULTANT to pay any of its dues to its creditors, the institution of any winding up proceedings against the CONSULTANT or the happening of any such events that are adverse to the commercial viability of the CONSULTANT. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor CONSULTANT and to ensure business continuity.

4.3.4. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the CONSULTANT, without compensation to the CONSULTANT, if the CONSULTANT becomes insolvent or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Purchaser.

4.3.5. Termination for Convenience: The Purchaser, may, by prior written notice sent to the CONSULTANT at least 1 month in advance, terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. In case of termination, the Purchaser shall pay for accepted Services completed up to the date of termination.

4.4. *Consequences of Termination*

4.4.1. In the event of termination of this Contract due to any cause whatsoever, the Contract will stand cancelled effective from the date of termination of this Contract.

4.4.2. In case of exigency, if the Purchaser gets the work done from elsewhere, the difference in the cost of getting the work done shall be borne by the CONSULTANT.

4.4.3. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the CONSULTANT or due to the fact that the survival of the CONSULTANT as an independent corporate entity is threatened/ has ceased, or for any other reason, whatsoever, the Purchaser, through re-determination of the consideration payable to the CONSULTANT as agreed mutually by the Purchaser and the CONSULTANT, may pay the CONSULTANT for that part of the Services which have been authorized by the Purchaser and performed by the CONSULTANT up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the CONSULTANT as may be required to set off any losses caused to the Purchaser as a result of any act/ omissions of the CONSULTANT. In case of any loss or damage due to default on the part of the CONSULTANT in performing any of its obligations with regard to executing the Scope of Work under this Contract, the CONSULTANT shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, other members of its team shall perform all its obligations and responsibilities under this Contract in an identical manner as were being performed before the collapse of the CONSULTANT as described above in order to execute an effective transition and to maintain business continuity.

4.4.4. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished here under, and pursue such other rights and/ or remedies that may be available to the Purchaser under law.

4.4.5. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.5. *Penalty*

For delays/anomaly in providing the deliverables related to Scope of Work occurred in spite of relevant data provided by the management in time resulting in penalty imposed by the regulators, tax authorities etc., penalty equivalent to the penalty imposed will be recoverable from the bidder.

4.6. *Liquidated Damages*

4.6.1. Subject to Clause 4.8 – Force Majeure, If the CONSULTANT repudiates the Contract before completion of the Work, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract: Recover from the CONSULTANT, as liquidated damages a sum equivalent to Quarterly Fees Payable or 25% of the annual contract value.

AND/OR

Terminate the Contract or a portion or part of the work thereof. The Purchaser shall give 30 days' notice to the CONSULTANT of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the CONSULTANT initiates remedial action acceptable to the Purchaser.

4.6.2. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the CONSULTANT in its hands under this Contract only (which includes the Purchaser's right to claim such amount against the CONSULTANT's Bank Guarantee or which may become due to the CONSULTANT) . Any such recovery or liquidated damages shall not in any way relieve the CONSULTANT from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

4.6.3. Delays not attributable to the CONSULTANT shall be considered for exclusion for the purpose of computing liquidated damages.

4.7 *Dispute Resolution*

4.7.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement, or disputes, arising between them under or in connection with the Contract

4.7.2 If, after Thirty (30) days from the commencement of such direct informal negotiations, the Purchaser and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in

Clauses 4.7.3 - Dispute Resolution and Clause 4.7.4 - Dispute Resolution

4.7.3 Any dispute, controversy, difference, or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof, shall be referred to and finally resolved by arbitration.

4.7.4 The parties hereby agree as follows:

- a. The parties agree to submit their dispute (s), controversy (ies), claim (s), or difference (s) to arbitration for resolution.
- b. The number of arbitrators shall be "one". The arbitrator shall be appointed with the mutual consent of both the parties upon receipt of notice invoking arbitration.
- c. In case the parties do not reach the mutual consensus on the name of the arbitrator within 30 days from the receipt of notice invoking arbitration, any of the parties may approach the court with a request to appoint the arbitrator in terms of Section 11 of The Arbitration & Conciliation Act, 1996 (as amended up to date)
- d. The law of this arbitration clause shall be governed by The Arbitration & Conciliation Act, 1996 (as amended up to date) and other substantive laws of India.
- e. The seat of arbitration shall be New Delhi, India.
- f. The award shall be in writing and shall contain reasons for the decision. The award shall be final and binding on both the parties. The Parties undertake not to do anything which may be reasonably expected to impede the enforcement of an arbitral award. This Agreement and the rights and obligations of the Parties hereunder shall remain in full force and effect pending the award in any arbitration proceedings.
- g. The existence or subsistence of a dispute between the Parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.
- h. Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.
- i. Each Party agrees to maintain full and complete confidentiality of the arbitration proceedings and all evidence and testimony provided therein except as may be necessary to enforce the award in a competent court of jurisdiction.
- j. The arbitration proceedings shall be conducted in English.

4.8. *Force Majeure*

4.8.1. Force Majeure shall mean an event beyond the control of the Parties and which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- a. Act of God (such as, but not limited to, fires, explosions, earthquakes, drought,

tidal waves and floods)

b. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo

c. Rebellion, revolution, insurrection, or military or usurped power, or civil war

d. Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly

e. Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the CONSULTANT or of his Subcontractors; or

f. Acts or threats of terrorism

g. Pandemic such as Covid-19 as declared by Government of India

4.8.2. Force Majeure shall not include any events caused due to acts/ omissions of such Party or result from a breach/ contravention of any of the terms of the Contract, Bid and/ or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract. However, the CONSULTANT shall note that cyber-attack, corruption of information, software corruption, destruction of information, virus attack in the system or any such software malfunction shall not constitute a Force Majeure event and the rectification of the same shall be borne by the CONSULTANT.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser shall make the payments due for

4.8.3. Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the CONSULTANT in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate DR or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.

4.8.4. In case of a Force Majeure, all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

4.8.5. In case of Force Majeure, all the Parties shall bear their own costs, and the Purchaser shall not be liable to the CONSULTANT for any costs that the latter incurs on account of such Force Majeure.

4.8.6. In case of Force Majeure continues for Sixty (60) days, the Contract shall be deemed to have been terminated.

4.9 *No Assignment/subcontracting*

The Supplier shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.

4.10 *Information Security*

The Consultant shall, upon termination of this Contract for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to the Supplier by Purchaser, including any copies or reproductions, both hard copy and electronic. Notwithstanding anything contained herein, the Supplier shall retain sufficient documentation that is necessary to support any advice, reports, or opinions provided by the Supplier or as may be required by law subject to the confidentiality provisions of this Contract.

4.11 *Non-Solicitation*

During the period starting on the Effective Date and ending three years post termination or expiration of the Contract (the "Non-Solicitation Period"), neither Party will directly, on its own behalf or in the service or on behalf of others, in any capacity

- a. induce or attempt to induce any officer, director or employee of the other Party who is involved in the present engagement, (including their immediate dependents and legal heirs) to leave the other party, or
- b. solicit or accept, or attempt to solicit or accept, the business of any customer, consultant, or patron of the other party or
- c. employ any officer, director, or employee (including their immediate dependents and legal heirs) of the other party.

This prohibition shall not prevent either Party at any time from running recruitment/employment advertisements nor from offering employment to any such employees who may respond to any such recruitment/employment advertisement.

4.12 *Relation between the Parties*

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Company and the Consultant. The consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

4.13 *Documents prepared by the Consultant to be property of the Purchaser*

All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant in performing the Services shall become and remain the property of the Company, and all intellectual property rights in such Consultancy Documents shall vest with the Company. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Company under law, shall automatically stand assigned to the Company as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Company may deem necessary to secure its rights herein assigned by the Consultant.

4.14 Accuracy of Documents

The consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services, it shall indemnify the Company against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the consultant or arises out of its failure to conform to good industry practice.

4.15 General

4.15.1 Relationship between the Parties

- a. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Agency / Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and Bidder
- b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract
- c. The Purchaser has no obligations to the Bidder's Team except as agreed under the terms of this Contract

4.15.2 No Assignment

- a. The Bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.

4.15.3 Survival

- a. The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations

4.15.4 Entire Contract

- a. The terms and conditions laid down in the RFP and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

4.15.5 Governing Law

- a. This Contract shall be governed in accordance with the Laws of India

4.15.6 Jurisdiction of Courts

- a. The courts of India at Delhi shall have exclusive jurisdiction to determine any proceeding in relation to this Contract

4.15.7 Compliance with Laws

- a. The Bidder shall comply with the laws in force in India while performing this Contract

4.15.8 Notices

- a. A “notice” means:
 - i. A notice; or
 - ii. A consent, approval or other communication required to be in writing under this Contract

All notices, requests or consents provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively communicated via email and shall be deemed received two days of the email being sent.

Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.

A notice served on a Representative is taken to be notice to that Representative’s Party

4.15.9 Waiver

- a. Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights
- b. A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision
- c. The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision

4.15.10 Modification

- a. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party

4.15.11 Application

- a. These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them

5. Scope of Work

The selected consultant will be responsible for providing Taxation & Accounting services to ensure undisputed taxation and accurate accounting for CERSAI. It is expected that the team of the selected firm will have necessary expertise, experience, capabilities and knowledge in the area, which shall broadly cover the areas listed below. This listing is not exhaustive and should be regarded as an outline only. The assignment will include following work: Assignment involves taxation & accounting services for CERSAI. CERSAI has been presently maintaining Central Registry under SARFAESI Act, CKYC Registry under PMLA Act and BUDS Registry (Banning of Unregulated Deposits Scheme) under BUDS Act.

Section 1: Taxation

Computation of Advance Tax under the Income Tax Act on quarterly basis
Computation of provision for income tax and deferred tax for quarterly/half-yearly/annually
Preparation and filing of the income tax return/Revised returns of the Company and any other related returns
Assist in direct tax & Indirect tax proceedings i.e. preparation of details required to be submitted to the tax department and appearance before the tax authorities for the same including for appeals filed before tax authorities.
Preparation and filing of required applications with tax authorities.
Follow up with tax authorities for various matters including for Income Tax exemption and condonation of previous years and appeals.
Preparation and Submission of direct tax & indirect tax status report on quarterly basis
Furnishing information/opinion to CERSAI on the various day to day tax matters
Updating/guidance on change in any tax laws and their implications
Tax planning
Certificates if any to be issued in pursuance to the provisions of the Income Tax Act 1961 and the Goods and Services Tax Act 2017
All other Income tax and GST related matters
Calculation of tax liability of staff and verification of TDS in respect of contractors, consultants, rent, interest payments etc.
Computation/checking/reviewing/filing/revising etc. of monthly TDS as per the prevailing laws applicable to CERSAI
Filing of quarterly TDS Returns/Computation/Revising/Filing/Reviewing returns whenever required.
Calculation/ verification of WCT and Service Tax/GST liability on a monthly basis along with utilization of Cenvet Credit therein. Reconciliation of various GSTRs and all matters connected thereof.
Preparation of service tax/GST/TDS on GST/Annual returns and filing thereof to the Service Tax/GST Department at required intervals
Appearances before the tax authorities in connection with show cause notices.
Reconciliation of balances of Income Tax and GST appearing in Balance Sheet that pertains to previous

years and Provide workings so as to give proper and clear reasoning for appearing such balances in Balance Sheet.
Reconciliation of TDS paid by the debtors with Tally and 26AS on quarterly basis
Preparation of Annual Information Report(AIR)
Preparation of migration towards new tax regimes (if any is implemented in future by the Authorities)
Assist in compliance of ICDS (Income computation disclosure standards)
Assistance in all audits within the scope of work.
Meeting all Direct and Indirect tax compliance requirement of CERSAI under the current tax statute as well as GST and certification on quarterly basis and ensure that all compliance requirements of Direct and Indirect taxes are met by CERSAI
Providing training to officers of CERSAI on various tax aspects on monthly basis
Preparing and annually updating comprehensive ready reference booklet on various tax compliances applicable to CERSAI
Address any other tax references made by CERSAI to the consultant
Handling of direct and indirect tax issues pertaining to previous years and represent CERSAI before the authorities.

Section 2: Accounting, Vouching & Allied Services:

Working related to Accounting Data Entry, Book keeping and General Accounting Management on daily Basis.
Perform Monthly/Quarterly/ Half-yearly/ Annual closing of accounts.
Monthly verification of Entries posted in Tally by outsourced, deputed and regular employees and provide report to management on discrepancy and entries left observed.
Ensure and Maintain Uniformity of Ledger Heads created in Tally.
Preparation of accounting policy for CERSAI
Preparation and submission of periodical management reports, as required by management.
Preparation, Verification and updating of Fixed assets register, depreciation register.
Reconciliation of Accounts Receivables & Payables, Bank Accounts and Petty Cash.
Reconciliation of accounts of all registries under CERSAI viz. CERSAI/CKYC/BUDS.
Reconciliation of payment made by REs to CERSAI as advance payment and monthly usage there on.
Deduction of Tax Deducted at Source (Withholding Tax) on various payments such as payroll, rent and contractual services etc. and depositing the same with the revenue authorities in time.

Preparation of Financial Statements, notes to accounts and other statements related to quarterly/half-yearly/annually closings as per applicable IND AS and Schedule III to the Companies Act 2013 from Tally data of Company.
Providing for year-end outstanding expenses, prepaid expenses and other expenses.
Preparation and updating of IFC manual at regular intervals
Address any other references made by CERSAI to the consultant
Assisting in all other matters related to Accounting/Tally posting matters
Representation before the Board whenever required.
Ensuring Tally Data is in Conformity with latest Audited Financial statements.
Verify proper TDS Receivable entries of TDS on various FDRs and other receipts are properly accounted in tally and the same are in agreement with various departmental reports.
Ensuring proper entries of various statutory payments are passed in Tally and related ledgers are in agreement with bank statement, Challans and other reports from various statutory authorities.

The firm is expected to depute at least an experienced / qualified CA having minimum experience of one year and having knowledge of INDAS and Balance Sheet Preparation, Tax Matters etc. to assist, verify and provide advisory services in taxation (both direct and indirect tax) and accounting matters as per scope of work on all working days and also on non-working days (whenever requirement arises). All presentation before authorities including tax authorities will be done by partner(s) of the Firm only. Partner(s) will be available for all discussions with management of CERSAI. All the opinions or certificates will be provided under the signature of Partner(s) of the firm.

No subcontracting of work to any third party vendor is permitted. CERSAI will not make any extra payment other than the annual consultancy charges quoted in the commercial bids.

6.Period of Engagement/Contract :- The firm will be engaged primarily for the period of 33 months from the date of the acceptance of work order or 15 days after the work order date whichever is earlier and at the option of CERSAI, the contract shall be renewable for another one year subject to the consultant providing satisfactory service to CERSAI. CERSAI reserve the right to terminate the contract at any time by giving 30 days notice or 30 days payment in lieu of notice to the other party for convenience without cause.

7. Eligibility Criteria

#	Eligibility Criteria	Supporting Documents
1	<ul style="list-style-type: none"> ➤ The Bidder should be a registered Proprietorship Firm/ partnership firm or Limited Liability Partnership firm under LLP Act, 2008 /Companies Registered under Companies Act 2013 incorporated in India. ➤ The Bidder must be registered with GST department and have valid GST No. 	<p>I. Self - Certified copy of Registration Certificate, registered Partnership Registration Certificate of RoC , MOA& AOA, PAN CARD & GST Certificate etc. whichever is applicable.</p> <p>II. Copy of GST Certificate.</p>
2.	<p>The Bidder Firm must have minimum 3 Qualified CAs (including Regular employees) with experience more than one year and Proprietor/Partner/Director with shareholding, with following qualifications :</p> <ol style="list-style-type: none"> 1. CISA/DISA 2. FCA 3. INDAS Certification from ICAI. 	<p>Bio-data of Proprietor/Partner/Director/Employee along with self certified copy of Certificates.</p>
3.	<p>Company/Firm should have been engaged for at least 5 years as on bid submission date in providing Accounting and Tax Consultancy Services and should have Head office in Delhi/NCR.</p>	<p>Self - certified copy of Constitution Certificate /Certificate of Incorporation / ICAI records</p>
4.	<p>The bidder should have work with at least 1 PSU/CPSE etc. as Accounting & Tax consultant in last five years. At least one year old Ongoing assignment as on 30.09.2024 will also be considered.</p>	<p>Copy of Work Order.</p>
5.	<p>Bidder must be in empanelment list of C&AG at the time of submission of RFP</p> <p>Bidder firm must have conducted minimum 03 audits as C&AG auditor in the last 05 years.</p>	<ol style="list-style-type: none"> 1. Self-certified copy of C&AG empanelment letter issued. 2. Self-certified copy of appointment letter issued by C&AG detailing year of audit and auditee name. 3. Undertaking by firm / LLP of having conducted the audit as per appointment letter issued by C&AG.
6.	<p>The Bidder should be a profit-making company/ firm having positive net worth for the last three consecutive financial years (2021-22, 2022-23, 2023-24).</p>	<p>Auditor Certificate as per form A.9 along with Audited Balance Sheet for FY 2021-22, 2022-23 & 2023-24.</p>

7.	<ul style="list-style-type: none"> • The Bidder should not have been blacklisted/debarred by any Central/State Government/PSU/ PSB, ICAI, C&AG or any other Government Undertaking during the last two years for violation or breach of code of integrity, as on bid submission date • During the last three years as on bid submission date, the bidder should not have been convicted of an offence under The Prevention of Corruption Act or the Indian Penal Code or under any other law for the time being in force for causing any loss of life or property or causing threat to public health as part of execution of a public Procurement contract. 	<ul style="list-style-type: none"> • Undertaking signed by Partner/ Authorized signatory of the Firm to be provided on non-judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public.
8.	<p>The Bidder shall not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>The bidder shall not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>The Bidder shall comply with the Memorandum No.</p> <p>F. No. 6/18/2019-PPD dated 23-Jul-2020 and further, superseded by Memorandum No. F.7/10/2021/-PPD</p> <p>(1) dated 23-Feb-2023 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, regarding Restrictions.</p>	<ul style="list-style-type: none"> • Undertaking signed by Partner/ Authorized signatory of the Firm to be provided on non-judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public.

Note: Relaxation in Turnover/other criteria applicable to MSMEs/Startups will be applicable as per Govt guidelines for procurement of consultancy services through GEM portal.

- Bidders need to ensure compliance to all the eligibility criteria points.
- The bidder is also expected to provide brief details of litigations, disputes related to services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder or disputes among Bidder's board of directors, liquidation, insolvency, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.

8. Technical Evaluation Criteria

The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical Bid are as under:

Particulars	Maximum Marks
No. of Persons working with Firm (including Employees, Proprietor/Partner/Director) Firms having minimum 03 Persons - 10 Firms having 4 to 5 Persons - 15 Firms having more than 5 persons - 20 Bio-data of Employee/ Proprietor/Partner/Director along with self certified copy of Certificates should be submitted	20
Experience in Accounting and Tax Consultation Services Experience upto 5 years - 10 Experience between 5 to 10 Years - 15 Experience more than 10 Years - 20 Self - certified copy of Constitution Certificate / Certificate of Incorporation / ICAI records should be submitted	20
Completion of Audit of Companies allotted by C& AG Allotment and Completion of Min Three Audits - 20 Allotment and Completion of 4-5 Audits - 25 Allotment and Completion of more than 5 Audits - 30 Self-certified copy of appointment letter issued by C & AG detailing year of audit and auditee name with undertaking for completion of audit should be submitted.	30
Experience in providing Services to PSU/CPSEs in last five years :- Providing Services to at least one PSU/CPSE - 10 Providing Services to more than one and upto 3 PSU/CPSE - 20 Providing Services to more than 3 PSU/CPSE - 30 At least one year old Ongoing assignment as on 30.09.2024 will also be considered. Copy of Work Order should be submitted.	30

Bidder with minimum score of 70% will be selected for next stage of evaluation.

9. Bid Evaluation

9.1 Technical Bid Evaluation

The technical score of a bidder 'Tb' shall be assigned to the bidder and it shall be awarded based on the Technical Evaluation Criteria as specified above. CERSAI's decision in this regard shall be final & binding and no further discussion shall be held with the bidders.

Tb : Absolute Technical Score Th : Highest Technical Score

Tn : Normalized Technical score of the bidder under Consideration

Normalized Technical score (Tn) = $Tb / Th * 100$

Note: CERSAI reserves the right to share the technical score of the qualified bidder with respective bidder only. After sharing of the technical score, the bidder shall be required to maintain strict confidentiality and the integrity of the technical scores shared with them by CERSAI.

9.2 Commercial Bid evaluation

Bidders satisfying eligibility and technical evaluation criteria shall be notified to participate in Commercial Bid opening process.

Cost of implementation shall not be more than 30% of the total cost of the bid.

Commercial Bid that are not as per the provided format in Annexure - V (Form A.14) shall be liable for rejection

The bid price shall include all taxes and levies and shall be in Indian rupee and mentioned separately

The Commercial score of a bidder 'Cb' shall be assigned to the bidder. 'Cb' shall be the total

Commercial quote made by the bidder.

Cn: Normalized Commercial score for the bidder under consideration Cb:

Commercial quote for the bidder under consideration

Cmin: Commercial quote of the lowest evaluated Commercial Bid

The lowest evaluated Commercial Bid (Cmin) shall be given the maximum Commercial score (Cn) of 100 points. The Commercial scores (Cn) of the other Commercial Bid shall be calculated as per the formula for determining the Commercial scores given below:

Normalized Commercial Score (Cn) = $100 \times Cmin / Cb$

9.3 Final Evaluation of Bid

Bid shall be ranked according to their combined technical (Tn) and Commercial (Cn) scores using the weights (T = 0.70 the weight given to the Technical Bid; C = 0.30 the weight given to the Commercial Bid; T + C = 1). The final evaluation shall be based on Final Score which shall be calculated as shown below:

Final Score (S) = $Tn \times T + Cn \times C$

The bidder achieving the highest combined technical and commercial score

shall be invited for negotiations for awarding the contract. In case of a tie where two or more bidders achieve the same, highest combined technical and commercial score, the bidder with the lower commercial bid shall be invited first for awarding the contract.

10. Payment Schedule

Payment will be done on Quarterly Basis ($1/4^{\text{th}}$ of Annual Contract Value excluding tax) after submission of Compliance Certificates regarding completion of works as per Scope of Work related to relevant Quarter, Tax Filing Reports, and other Certifications if any. Bills will be raised within Seven days after the end of June, September, December and March Quarter and will be payable within 15 days of receipt of Bills and Compliance Report as per Scope of Work. Quarterly payment of the First Quarter in which order issued, will be done on pro-rata basis. Applicable TDS will be deductible from the amount payable.

11 Annexure -I: Forms

11.1. Form A.1: Participation in Pre-Bid Meeting (Company Letter head)

To,

AGM (Admin & Account)

Central Registry of Securitization Asset Reconstruction and Security

Interest of India (CERSAI) Tower 1, Office Block, 4th Floor, Plate-A,

Adjacent to Ring Road,

NBCC, Kidwai Nagar (East), New Delhi - 110023

Sub: Request for permission to attend the Pre-bid conference for Engagement of Accounting and Tax Consultant CA Firm.

Dear Sir,

The following persons from our organization shall attend the pre-bid conference with reference to the RFP circulated by your organization, for "Engagement of Accounting and tax Consultant CA Firm".

We request you to permit these people to attend the pre-bid conference at CERSAI, as representatives of our organization.

S. No.	Name of the Representative	Designation

Note: Maximum 2 representatives per organization.

Yours sincerely,

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

Name of Firm:

Location:

Address:

Date:

11.2. Form A.2: Request for Clarifications / pre-bid queries

Bidders requiring specific points of clarification may submit queries online on GeM portal only using the following format:

Bidder's Request for clarification / pre-bid queries			
Name of Organization submitting request		Name & position of person submitting request	Full address of the Organization including phone, and email points of contact
			Tel:
			Email:
S. No.	Bidding Document Reference(s) (Section number /page)	Content of RFP requiring Clarification	Points of clarification Required

Yours sincerely,

Authorized Signature

[In full and initials]:

Name and Title of

Signatory:

Name of Firm:

Location:

Address:

Date:

11.3 Form A.3: Format for the Performance Bank Guarantee (To be issued by a Bank)
To

The AGM (Admin & Account)
Central Registry of Securitization Asset Reconstruction and Security Interest of India,
Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road,
NBCC, Kidwai Nagar(East), New Delhi - 110023

This Deed of Guarantee executed at ----- by ----- (Name of the Bank) having its Head/Registered office at ----- (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors, and assigns.

In favor of Central Registry of Securitization Asset Reconstruction and Security Interest of India (hereinafter called "CERSAI" which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors, and assigns);

<Organization name > a company registered under Companies Act, 1956 as amended or a LLP firm / Partnership firm under Partnership Act 1932 with registration number and having its
Registered Office at , India (herein referred to as Accounting and Tax Consultant CA Firm for CERSAI, for the work order number dated issued by CERSAI and selected < Organization name > (hereinafter referred to as the Bidder) for the Contract by CERSAI as more specifically defined in the Document including statement of work and the Contract executed between the CERSAI and Bidder. The Contract requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of INR ----/- (Rupees) by way of security for guaranteeing the due and faithful compliance of its obligations under the Contract.

Whereas the Bidder approached the Guarantor, and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Contract, and fulfill its obligations there under
2. We, the Guarantor, shall, without demur, pay to CERSAI, an amount not exceeding of INR /- (Rupees) without any delay/demur on receipt of a written demand thereof from CERSAI stating that the Bidder has failed to fulfill its obligations as stated in Clause 1 above
3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the CERSAI is disputed by the Bidder or not
4. The Guarantee shall come into effect from (Start Date) and shall continue to

be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from Central Registry of Securitization Asset Reconstruction and Security Interest of India under this Guarantee, whichever is earlier. Any demand received by the Guarantor from CERSAI prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee are actually paid by the Guarantor to CERSAI.

5. In order to give effect to this Guarantee, CERSAI shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by CERSAI or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by CERSAI against the Bidder or forbear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance, or omission on the part of CERSAI or any indulgence by CERSAI to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. The Guarantor has power to issue this BG and the undersigned is duly authorized to execute this guarantee pursuant to the power granted through the Power of Attorney

7. We the Guarantor, further agree that the guarantee will not be discharged owing to any change in the constitution of the guarantor.

8. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged

9. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under ____

10. The BG is enforceable at Delhi

11. Notwithstanding anything contained hereinabove:

Our Liability under this Bank guarantee shall not be exceed _____(Rupees only)

this Bank guarantee shall remain valid up to_____(BG expiry date)

We are liable to pay the amount of the BG or any part thereof if and only if you serve us a written claim or demand on or before the____(BG expiry date + claim period)

In witness, whereof the Guarantor has set its hands hereunto on the day, month, and year first here- in-above written.

Signed and Delivered by Bank by the hand of Shri _____its
_____and authorized office. Authorized
Signatory _____ Bank

11.4 Form A.4: Pre-contract Integrity Pact (To be executed on a non-judicial stamp paper of INR 100/-)

INTEGRITY PACT

This pre-Bid Pre-Contract agreement (hereinafter called the “Integrity Pact”) is made on _____ day of the month of 2024, by and between:

1. Central Registry of Securitisation Asset Reconstruction and Security Interest of India (hereinafter called “**CERSAI**”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the First Part; and
2. _____ (Hereinafter called the “**BIDDER**” which expression shall mean and include, unless the context otherwise requires, its successors and permitted assigns) of the Second Part.

CERSAI and the BIDDER, where the context permits, shall be referred to collectively as
“**Parties**” and individually as “**Party**”.

WHEREAS,

- A. CERSAI proposes to appoint an Accounting and Tax Consultant CA Firm as detailed in the RFP No. issued on _____ by CERSAI (“**RFP**”), and the BIDDER is willing to submit / has submitted a Bid for selection as Accounting and Tax Consultant; and
- B. The BIDDER is a company / partnership/ limited liability partnership, constituted in accordance with the relevant law in the matter and CERSAI is a public sector undertaking licensed under Section 8 of the Companies Act, 2013; and

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to:

Enabling CERSAI to obtain the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and CERSAI will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties hereto hereby agree to enter this Integrity Pact and agree as follows:

1. **Commitments of CERSAI**

- 1.1 CERSAI undertakes that no official of the CERSAI, connected directly or indirectly with the Contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 CERSAI will, during the pre-Contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any bidder which could afford an advantage to that bidder in comparison to other bidders.
- 1.3 All the officials of CERSAI will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to CERSAI with full and verifiable facts and the same is *prima facie* found to be correct by CERSAI, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by CERSAI and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by CERSAI the proceedings under the Contract would not be stalled.

3. Commitments of the Bidder

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-Contract or post-Contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of CERSAI, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the Contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of CERSAI or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other contract with the Government.
- 3.3 The BIDDER shall disclose the name and address of agents and

- representatives, and its foreign principals or associates.
- 3.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/Contract.
- 3.5 The BIDDER further confirms and declares to CERSAI that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to CERSAI or any of its functionaries, whether officially or unofficially to the award of the Contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-Contract negotiations or before signing the Contract, shall disclose any payments he has made, is committed to or intends to make to officials of CERSAI or their family members, agents, brokers or any other intermediaries in connection with the Contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the Contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the Contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by CERSAI as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of CERSAI, or alternatively, if any relative of an officer of CERSAI has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee of CERSAI.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last 3 (three) years immediately before signing of this Integrity Pact,

with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify the BIDDER's exclusion from the bidding process.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the bidding process or the Contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit

- 5.1 While submitting its bid, the BIDDER shall deposit an amount of Rs. 1,16,820/- (Rupees One Lakh Sixteen Thousand Eight Hundred Twenty only) as Earnest Money Deposit, with CERSAI through either online payment or a confirmed bank guarantee by a Scheduled Commercial Bank, promising payment of the guaranteed sum to CERSAI on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by CERSAI shall be treated as conclusive proof of payment.
- 5.2 The Earnest Money Deposit shall be valid up to a minimum period of 225 days.
- 5.3 In case of the BIDDER is declared the successful bidder, a clause would also be incorporated in the provision pertaining to Performance Bank Guarantee in the Contract that the provisions of Clause 6 (*Sanctions for Violations*) shall be applicable for forfeiture of Performance Bank Guarantee in case of a decision by CERSAI to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact.
- 5.4 No interest shall be payable by CERSAI to the BIDDER on Earnest Money Deposit for the period of its currency.

6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle CERSAI to take all or any one of the following actions, wherever required: -
- I. To immediately call off the pre-Contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other bidder(s) would continue.
 - II. The Earnest Money Deposit (in pre-Contract stage) or Performance Bank Guarantee (after the Contract is signed) shall stand forfeited either fully or partially, as decided by CERSAI, and CERSAI shall not be required to assign any reason, therefore.
 - III. To immediately cancel the Contract, if already signed, without giving any compensation to the BIDDER.
 - IV. To recover all sums already paid by CERSAI with interest thereon at 2% (two percent) higher than the prevailing Prime Lending Rate of State Bank of India. If any outstanding payment is due to the BIDDER from CERSAI in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- V. To encash /enforce/invoke the Earnest Money Deposit / performance bank guarantee to recover the payments, already made by CERSAI, along with interest.
- VI. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to CERSAI resulting from such cancellation/rescission and CERSAI shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- VII. To debar the BIDDER from participating in future bidding processes of CERSAI for a minimum period of two years, which may further be extended at the discretion of CERSAI. The order of the debarment shall be uploaded on the website of the CERSAI.
- VIII. To recover all sums paid in violation of this Integrity Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the Contract.
- IX. In cases where irrevocable letters of credit have been received in respect of any contract signed by CERSAI with the BIDDER, the same shall not be opened.
 - 6.2 Forfeiture of performance bank guarantee in case of a decision by CERSAI to forfeit the same without assigning any reason for imposing sanction for violation of this Integrity Pact. CERSAI will be entitled to take all or any of the actions mentioned at Clauses 6.1(i) to (ix) of this Integrity Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860(or Relevant Provisions of Bhartiya Nyay Sanhita, 2023) or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 - 6.3 The decision of CERSAI to the effect that a breach of the provisions of this Pact has been committed by CERSAI shall be final and conclusive on CERSAI. However, CERSAI can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not provided/is not supplying similar Services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar Services were supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to CERSAI, if the contract has already been concluded.

8. Independent Monitors

- 8.1 CERSAI has appointed the following Independent Monitors (hereinafter referred to as "Monitors") for this Pact in consultation with the Central Vigilance Commission

Name	Ms. Saseekala Nair
Email	saseekala.nair@gmail.com

Name	Mr. Indu Shekhar Jha
Email	isiha.pg@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the Parties and shall perform their functions neutrally and independently.
- 8.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the Contract, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Integrity Pact, they will so inform the authority designated by CERSAI.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Contract-related documentation of CERSAI including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon their request and demonstration of a valid interest, unrestricted and unconditional access to their Contract-related documentation. The same is applicable to subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) as confidential.
- 8.7 CERSAI will provide to the Monitor sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of CERSAI within 8-10 (eight to ten) weeks from the date of reference or intimation to him by CERSAI/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, CERSAI or its agencies shall be entitled to examine all the documents including the books of accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of CERSAI.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up

to 5 (five) years or the complete execution of the Contract to the satisfaction of both CERSAI and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful this Integrity Pact shall expire after 6 (six) months from the date of the signing of the Contract.

12.2 Should 1 (one) or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact shall remain valid. In this case, the Parties will strive to come to an agreement to their original intentions.

CERSAI BIDDER

[Signature]

[Name]

[Designation]

[Signature]

[Name]

[Designation]

Witness1.

Witness2.

11.5 Form A.5 : Format for Power of Attorney to be executed in favour of the authorised signatory.

[To be executed on stamp paper of appropriate value]

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission

of our proposal in response to the RFP bearing number _____ for 'RFP Name>' dated _____

, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Central Registry of Securitisation Asset Reconstruction and Security Interest of India (hereinafter referred to as the "CERSAI"), representing us in all matters before the CERSAI, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our Proposal and generally dealing with the CERSAI in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the CERSAI. We, hereby also undertake to submit a letter duly attesting the signatures of Authorised Signatory above named.

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

IN WITNESS THEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____ 2024

For

(Signature, name, designation, and address) [Please put company seal if required]
[Notarize the signatures]

Witness 1:

Name:

Designation:

Address:

Witness 2:

Name:

Designation:

Address:

Signature:

Signature

11.6 Form A.6 : Conflict of Interest

(Company Letter head)

To,

AGM (Admin & Account)

Central Registry of Securitisation Asset Reconstruction and Security Interest of India, Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road, NBCC, Kidwai Nagar(East), New Delhi – 110023

Sub: Undertaking on Conflict of Interest regarding engagement of Accounting and

Tax Consultant CA Firm

Dear Sir,

I/We do hereby undertake that there is absence of, actual or potential conflict of interest on the part of the bidder due to prior, current, or proposed contracts, engagements, or affiliations with CERSAI. I/We also confirm that there are no potential elements (timeframe for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold CERSAI harmless against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by CERSAI and/or its representatives, if any such conflict arises later.

Yours sincerely,

Authorized Signature [In full and initials]:

Name of Firm:

Location:

Name and Title of Signatory:

Address:

Date:

11.7 Form A.7: Eligibility Criteria

(Company Letter Head)

To,

AGM (Admin & Account)
Central Registry of Securitisation Asset Reconstruction and Security Interest of
India, Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road,
NBCC, Kidwai Nagar(East), New Delhi – 110023

Sub: Submission of the response to the RFP No <> dated <> for
engagement of Accounting and Tax Consultant CA Firm

Dear Sir,

We, the undersigned, offer to provide Accounting and Tax Consulting Services for CERSAI in response to the Request for Proposal dated <insert RFP date> and RFP No <insert RFP no> for “Engagement of Accounting and Tax Consultant CA Firm”. We are hereby submitting our Proposal, which includes this Eligibility Criteria, Technical Bid and the Commercial Bid in separate covers.

We hereby declare that all the information and statements made in this Eligibility Criteria are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to provide the Accounting and Tax Consultancy services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related corrigendum(s)/addendum(s). We would hold the terms of our bid valid for 180 days as stipulated in the RFP.

We hereby declare that as per RFP requirement, we have not been blacklisted/debarred by any Central/State Government during last three (3) years and we are not the subject of legal proceedings for any of the foregoing.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name of Firm:

Location:

Name and Title of Signatory:

Address:

Date:

11.8 Form A.8 : Eligibility Criteria Compliance Checklist

Sl No.	Eligibility Criteria Details	Documentary Evidence	Compliance (Yes/NO)	Proposal Reference Page No.
1	<ul style="list-style-type: none"> ➤ The Bidder should be a registered Proprietorship Firm/ partnership firm or Limited Liability Partnership firm under LLP Act, 2008 /Companies Registered under Companies Act 2013 incorporated in India. ➤ The Bidder must be registered with GST department and have valid GST No. 			
2	<p>The Bidder Firm must have minimum 3 Qualified CAs (including Regular employees) with experience more than one year and Proprietor/Partner/ Director with shareholding, with following qualifications :</p> <ol style="list-style-type: none"> 1. CISA/DISA 2. FCA 3. INDAS Certification from ICAI. 			
3	Company/Firm should have been engaged for at least 5 years as on bid submission date in providing Accounting and Tax Consultancy Services and should have Head office in Delhi/NCR.			
4	The bidder should have work with at least 1 PSU/CPSE etc. as Accounting & Tax consultant in last five years. At least one year old Ongoing assignment as on 30.09.2024 will also be considered.			
5	<p>Bidder must be in empanelment list of C& AGat the time of submission of RFP</p> <p>Bidder firm must have conducted minimum03 audits as C&AG auditor in the last 05 years.</p>			

6	<ul style="list-style-type: none"> The Bidder should be a profit-making company/ firm having positive net worth for the last three consecutive financial years (2021-22, 2022-23, 2023-24). 			
7	<ul style="list-style-type: none"> The Bidder should not have been blacklisted/debarred by any Central/State Government/PSU/ PSB, ICAI, C&AG or any other Government Undertaking during the last two years for violation or breach of code of integrity, as on bid submission date During the last three years as on bid submission date, the bidder should not have been convicted of an offence under The Prevention of Corruption Act or the Indian Penal Code or under any other law for the time being in force for causing any loss of life or property or causing threat to public health as part of execution of a public Procurement contract. 			
8	<p>The Bidder shall not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>The bidder shall not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>The Bidder shall comply with the Memorandum No.</p> <p>F. No. 6/18/2019-PPD dated 23-Jul-2020 and further, superseded by Memorandum No. F.7/10/2021/-PPD</p> <p>(1) dated 23-Feb-2023 issued by the Public Procurement Division, Department of Expenditure, Ministry of Finance, regarding Restrictions.</p>			

Authorised Signatory

11.9 Form A.9: Networth and Profitability Certificate

S. No.	Financial Year	Net Worth (INR Rs. Lakhs)	Average Annual Net worth (INR Rs. Lakhs)
1.	Financial Year 2021-22		
2.	Financial Year 2022-23		
3.	Financial Year 2023-24		

Note: The audited Financial Statements for the corresponding year must be enclosed.

S. No.	Financial Year	Net Profit (INR Rs. Lakhs)
1	Financial Year 2021-22	
2	Financial Year 2022-23	
3	Financial Year 2023-24	

Note: The audited Financial Statements for the corresponding year must be enclosed.

Name of the auditor
issuing the certificate
Name of the auditor's
Firm:
Seal of auditor's Firm:
Date:

(Signature, name, and designation of the authorized signatory for the Auditor's Firm)

11.10 Form A.10 Technical Bid Cover Letter

(Company Letter Head)

To,

AGM (Admin & Account)

Central Registry of Securitisation Asset Reconstruction and Security Interest of
India, Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road,
NBCC, Kidwai Nagar(East), New Delhi – 110023

Sub: Submission of the response to the RFP No <> dated <> for Engagement of
Accounting and tax Consultant CA Firm

Dear Sir,

We, the undersigned, offer to provide Accounting and Tax Consultancy Service in
response to the Request for Proposal dated <insert RFP date> and RFP No <insert
RFP no.> for “Engagement of Accounting and tax Consultant”. We are hereby
submitting our Proposal, which includes Eligibility Criteria, Technical Bid and the
Commercial Bid in separately.

We hereby declare that all the information and statements made in this Technical
Bid are true and accept that any misinterpretation contained in it may lead to our
disqualification.

We undertake, if our Proposal is accepted, to provide the Accounting and Tax
Consultancy services related to the assignment not later than the date indicated
in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP and related
corrigendum(s)/addendum(s). We would hold the terms of our bid valid for 180
days as stipulated in the RFP.

We hereby declare that as per RFP requirement, we have not been
blacklisted/debarred by any Central/State Government during last three (3) years
and we are not the subject of legal proceedings for any of the foregoing.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name of Firm:

Location:

Name and Title of Signatory:

Address:

Date:

11.11. Form A.11 Technical Bid Compliance Checklist (Firm Letter Head)

11.12 Form A.12: Commercial Bid Letter (Company Letter head)

To,
AGM (Admin & Account)
Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) Plate A,
4th Floor, NBCC Commercial Tower 1,
Kidwai Nagar East, New Delhi-110023

Sub: Submission of the response to the RFP No <> dated <>for Selection of Accounting and Tax
Consultant CA Firm.

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect
of Selection of Accounting and Tax Consultant CA Firm do hereby propose to provide services as
specified in the RFP No. <> dated
<>

I. PRICE AND VALIDITY

All the prices mentioned in our Bid are in accordance with the terms & conditions as specified in the
RFP. The validity of bid is 180 days from the date of opening of the RFP.

We are an Indian Firm and do hereby confirm that our Tender prices include all taxes. However, all the
taxes are quoted separately under relevant Sections.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax,
surcharge on Income Tax, Professional and any other Corporate Tax is altered under the law, we
shall pay the same.

II.UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of
payment as well as for price adjustment in case of any increase to / decrease from the Scope of Work
under the Contract.

III.DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP irrespective of
whatever has been stated to the contrary anywhere else in our bid.

Further, we agree that additional conditions, if any, found in our bid documents, shall not be given
effect to.

IV.EARNEST MONEY DEPOSIT (EMD)

We have deposited EMD online as mentioned in Section 2 of Fact Sheet. This EMD is liable to be
forfeited in accordance with the provisions of the RFP.

V.TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders
included in Tender documents.

VI.QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

VII.BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP.

VIII. PERFORMANCE BANK GUARANTEE BOND

We hereby declare that in case the Contract is awarded to us, we shall submit the Performance Bank Guarantee bond in the prescribed format.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

11.13. Form A.13 : Commercial Bid

Instructions:

S.No.	Guidelines
1	The bidder is expected to quote the costs for all items required for fully complying with the requirements of the RFP and the corrigendum in the respective sections of the price bid.
2	CERSAI is not responsible for any arithmetic errors in the Commercial Bid submitted by the bidders. All formulas & arithmetical calculations will be Bidder's responsibility.
3	The bidder must quote for each line item. If any line item is part of the solution proposed in the RFP response, it must be referenced. If it is not applicable, then the Bidder must mention Not Applicable (NA).
4	The Bidders should quote as per the format of Commercial Bid Given below and a masked replica of the Commercial Bill of Material should be enclosed in the technical bid.
5	All amounts in the Commercial Bid should be in INR
6	All the prices quoted by the bidder shall be inclusive of taxes

Format for Commercial Bid:

S. No.	Service Description	Fee (INR) (Excluding Tax)	Tax (%)	Tax (INR)	Total Service Fees (INR) (Including Tax)*
1.	Annual Professional Fees for Accounting and Tax Consultancy				

*Total Service Fees (INR) (including Tax) - In words :

11.14 Format A.14 : Format for Bank Guarantee for Bid Security

(Earnest Money Deposit) (To be issued by a Bank)

To
AGM (Admin & Account)
Central Registry of Securitisation Asset Reconstruction and Security Interest of
India, Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road,
NBCC, Kidwai Nagar (East), New Delhi – 110023
Dear Sir,

In response to your invitation to respond to your RFP for Selection of Accounting and Tax Consultant CA Firm, M/s having their registered office at (hereinafter called the Bidder") wishes to respond to the said Request for Proposal (RFP) and submit the proposal for as listed in the RFP document.

Whereas the Bidder has submitted the proposal in response to RFP, we, the (Bank Name) having our head office hereby irrevocably guarantee an amount of INR Rs. 1,16,820/- (Rupees One lakh Sixteen thousand eight hundred twenty Only) as bid security as required to be submitted by the Bidder" as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/ invoked:

1. If the Bidder withdraws or amend his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by CERSAI during the period of the validity of the proposal fails or refuses to enter the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently or fails to furnish the required performance security/guarantee within the specified period; or
3. If the bidder impairs or derogates from the bid in any respect within the period of its validity; or
4. If the bidder does not accept the correction of its bid price during evaluation

We undertake to pay immediately on demand to CERSAI the said amount of INR Rs. 1,16,820/- (Rupees One lakh Sixteen thousand eight hundred twenty Only) without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and in the RFP document and we shall pay the amount on any Demand made by CERSAI which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed INR Rs. 1,16,820/- (Rupees One lakh Sixteen thousand eight hundred twenty Only)
2. This Bank guarantee will be valid up to.._____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before _(Bid validity of 180 days as mentioned in Fact Sheet plus 45 days)

All your rights under this guarantee for legal action shall extinguish on _____

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this day of at.

Yours faithfully

For and on behalf of Bank Authorised Official

11.15 Form A.15: Confidentiality & Non-Disclosure Agreement

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement ("Agreement") dated

("Effective Date") is entered into between Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) registered office at Plate A, 4th Floor, NBCC Commercial Tower 1, Kidwai Nagar East, New Delhi 110023 and M/s <<CONSULTANT>> registered office at <<address of CONSULTANT>>, for providing Accounting and Tax Consultancy Services to CERSAI as per CERSAI RFP No.

_____, dated _____

1. Disclosure of Confidential Information

CERSAI may disclose to CONSULTANT, either orally or in any recorded medium, information comprising or relating to its: techniques; schematics; contracts; business plans; clients; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; pricing; service proposals; methods of operations; procedures; products and/or services ("Confidential Information"). Confidential Information shall include all non-public information furnished, disclosed or transmitted regardless of form.

2. Confidentiality

CONSULTANT will use the Confidential Information solely in furtherance of the actual or potential business relationship between the parties. CONSULTANT shall not use the Confidential Information in any way that is directly or indirectly detrimental to CERSAI or its subsidiaries or affiliates, and shall not disclose the Confidential Information to any unauthorized third party. CONSULTANT shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such Representatives, CONSULTANT shall inform them of the confidential nature of the information and shall provide individual confidentiality agreement signed by each Representative deployed on the project. CONSULTANT and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. CONSULTANT and its Representatives will immediately notify CERSAI of any use or disclosure of the Confidential Information that is not authorized by this Agreement. CONSULTANT and its Representatives will use its best efforts to assist CERSAI in remedying any such unauthorized use or disclosure of the Confidential Information.

The obligations contained in this clause 2 will not apply to the extent that

CONSULTANT can demonstrate that the Confidential Information: (a) was part of the public domain at the time of disclosure or properly became part of the public domain, by publication or otherwise; (b) was rightfully acquired by CONSULTANT prior to disclosure by CERSAI; (c) was independently developed by CONSULTANT or its Representatives without reference to the Confidential Information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided, however, that CONSULTANT and its Representatives shall provide CERSAI prompt prior written notice of such requirement, shall consult with and assist CERSAI in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential Information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if CERSAI waives disclosure of such information.

3. Ownership of Materials/No Warranty CERSAI retains all rights, title and interest to its Confidential Information. Confidential Information is provided “as is” with all faults, if any. In no event shall CERSAI be liable for the accuracy or completeness of the Confidential Information.

4. Return of Confidential Information

Upon completion of the business relationship between the parties or if CERSAI so requests, CONSULTANT and its Representatives shall promptly return to CERSAI all copies of Confidential Information in its possession including, without any limitation, all copies of any analyses, compilations, studies or other documents prepared by CONSULTANT or its Representatives containing or reflecting any Confidential Information. CONSULTANT shall certify in writing that it and its Representatives have returned all such information to CERSAI.

5. General

This Agreement shall be governed by and construed in accordance with the laws of India without regard to its conflicts of law provisions.

CONSULTANT agrees that the breach of the provisions of this Agreement by CONSULTANT will cause CERSAI irreparable damage for which recovery of money damages would be inadequate. CERSAI will, therefore, be entitled to obtain timely injunctive relief to protect its rights under this Agreement in addition to any and all remedies available at law or in equity. CONSULTANT and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts in New Delhi, India for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, and the relevant clauses related to Arbitration and Jurisdiction will be applicable.

CONSULTANT shall not assign any of its rights or obligations under this Agreement without the prior written consent of CERSAI. This Agreement shall be binding upon and in use to the benefit of CERSAI. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

No term or provision hereof will be considered waived by CERSAI, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of CERSAI.

If any part of this Agreement is found invalid or unenforceable, that part will be

amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

This Agreement constitutes the entire Confidentiality and Non-Disclosure Agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.

This Confidentiality & Non-Disclosure Agreement shall be valid for additional 3 years post expiry of the CONSULTANT contract.

Accepted and agreed as of the date first above written by the following authorized Party representatives:

Signed for and on behalf of Signed for and on

behalf of CERSAI CONSULTANT

WITNESSES

WITNESSES (1)

(2)