

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-08-2025 19:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-08-2025 19:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Department Of Financial Services
संगठन का नाम/Organisation Name	Cersai
कार्यालय का नाम/Office Name	Delhi 110001
वस्तु श्रेणी /Item Category	Financial Audit Services - Audit report; CA Firm, Audit Firm, CAG Empaneled Audit or CA Firm
अनुबंध अवधि /Contract Period	2 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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#### विभाजन/Splitting

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

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder

seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.

3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

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

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

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

**Number of Years of firm/company's existence as per ICAI certificate:**As per RFP

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

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

**Number of partners/ qualified professionals in full time employment with DISA/CISA qualification:**As per RFP

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

**Price Breakup Format for the bidders to upload for providing break-up of overall project cost:**[1751547570.pdf](#)

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

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per RFP	100	60	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score:** 60

**QCBS Weightage(Technical:Financial):**70:30

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
15-07-2025 15:00:00	Through VC

**Financial Audit Services - Audit Report; CA Firm, Audit Firm, CAG Empaneled Audit Or CA Firm ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Scope of Work	Audit report
Type of Financial Audit Partner	CA Firm , Audit Firm , CAG Empaneled Audit or CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Internal control of financial , Compliance with law & regulations , Governance of company , Compliance with contracts , Review system & processes , Bank Transactions , Treasury operations , Internal Control over Financial Reporting
Type of Industries/Functions	Sales, Services and Revenue , Cash and Bank Balance , Receivables , Payables , Fixed assets, depreciation and amortisation , Owners Capital , Operational & Administrative , Human Resource & Payroll , Inventory & Store management , Purchase & Procurement
Frequency of Progress Report	Monthly & Quarterly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Monthly & Quarterly
State	NA
District	NA
<b>एडऑन /Addon(s)</b>	
Post Financial Audit Support	Yes

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**
**प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Arup Chakraborty	110001,Tower 1, Office Block, 4th Floor, Plate A (Adjacent to Ring Road), NBCC, Kidwai Nagar East New Delhi South West Delhi DL 110023	1	<ul style="list-style-type: none"> <li>Number of Months for which Post Audit Support is required : 3</li> </ul>

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

### 3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

### 4. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.

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

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

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

***Request for Proposal (RFP) for Engagement of an Internal Auditor Firm for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the financial year 2025-26 and 2026-27***

**Request for Proposal (RFP) for Engagement of an Internal Auditor Firm for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the Financial Year 2025-26 and 2026-27**

**Issued By:**

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



**Issue Date: 03/07/2025**

**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**

***Request for Proposal (RFP) for Engagement of an Internal Auditor Firm for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the financial year 2025-26 and 2026-27***

**GLOSSARY:-**

<b>Abbreviation</b>	<b>Description</b>
Bidder or Tenderer	mean and include the person, firm or a body corporate which is submitting its tender.
CERSAI	Central Registry of Securitization Asset Reconstruction and Security Interest of India
Contractor	mean and include the person, firm or body corporate with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assigns, as the case may be.
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
Relevant Experience	Means tenderer should have experience in conducting Concurrent Audit and / or Internal Audit/ or Statutory Audit of Public Sector Undertakings (PSU)/ CPSEs.
RFP	Request for Proposal
Service Provider/Vendor/Bidder be read as single entity. The final bidder is termed as Vendor / Service Provider	

*Interpretation: The terms RFP, Tender, Bid have been used interchangeably, and it shall be treated as one and the same for the purpose of this RFP document. All clarifications, amendments, modifications, supplemental RFP that may be issued in relation to this RFP shall be treated as part and parcel of the RFP and shall together constitute the RFP document.*



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1. <u>Important Notes</u>
Technical Offer Documents should be scanned and uploaded in GeM portal.
Please ensure that the Financial Bid (Part-II) is not uploaded in “Technical” folder of the tender. The same should not be printed and uploaded with Technical Offer.
Lumpsum Price Offer quotation should be submitted in GeM portal in “Financial Bid”
FINANCIAL BID FORMAT FOR SUBMISSION OF QUOTATION – Price (inclusive of GST) for two variables is to be submitted. 1. Service specified in the Scope of the work for FY 2025-26 2. Service specified in the Scope of the work for FY 2026-27
Size of documents being uploaded should not be greater than 10 MB in size.
Consortium is not allowed.
The tender will be awarded to single tenderer only.

## 2. Proprietary Notice

This document contains confidential information of Central Registry of Securitisation 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.

## 3. Disclaimer

Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) intends to engage Internal Auditors so as to ensure that the systems and procedures are being followed by CERSAI officials and transactions, and accounting entries are being put up correctly at the Company. This document has been prepared based on available information 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 Financial and Technical Bids from interested parties for taking part in the Tendering process leading to **Request for Proposal (RFP) for Engagement of an Internal Auditor Firm/Company for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the Financial year 2025-26 and 2026-27.**

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

#### 4. About CERSAI

Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) is a company licensed under Section 8 of the Companies Act, 2013 and registered by the Registrar of Companies, New Delhi. The Company is a Government Company with a shareholding of 51% by the Central Government. Few Select Public Sector Banks, IDBI Bank Ltd and the National Housing Bank are also the shareholders of the Company. CERSAI was formed by Government of India in 2011 pursuant to Section 20 of the SARFAESI Act for filing of transactions of securitisation and asset reconstruction of financial assets and creation of security interests. Currently CERSAI manages the following Registries:

- **The Security Interest (SI) Registry:** SI Registry, governed under Chapter IV of SARFAESI Act 2002, which was started in 2011 with filing of Security Interest of immovable properties has matured into a complete Registry encompassing security interest of immovable, movable, intangible properties and assignment of receivables. It now provides access to all kind of creditors with the facility for filing attachment orders and court orders also, so as to provide a complete picture of any encumbered/ attached property. More than 6 crore Security Interests have been registered on the Registry till now.
- **Central KYC Records Registry (CKYCRR):** The Central KYC Record Registry has been established under Rule 9A of The Prevention of Money Laundering (Maintenance of Records) Rules 2005. The Central KYC Records Registry started operating from 2016 and caters to Reporting Entities (REs) of all four major regulators of financial sector i.e. RBI, SEBI, IRDA, IFSCA & PFRDA. Under the mandate of PML (Maintenance of Records) Rules 2005, more particularly Rule 9, the Reporting Entities have been mandated to file electronic copy of KYC records of the client to Central KYC Records Registry.
- **Banning of Unregulated Deposit Schemes (BUDS) Registry:** The Ministry of Finance has notified the Banning of Unregulated Deposit Schemes (BUDS) Rules, 2020 that provide for a comprehensive mechanism to tackle illicit deposit-taking activities and Ponzi schemes. In line with the BUDS Act 2019 section 9, sub section (1), CERSAI has been authorized to operate a portal accessible to the public, containing complete information relating to deposit takers.

## **5. Notice Inviting Tender**

GeM Tenders are invited by Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI), (hereinafter referred to as “the CERSAI”) having its Registered Office at Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road, NBCC, Kidwai Nagar (East), New Delhi – 110023, **for Engagement of an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the Financial year 2025-26 and 2026-27** from the experienced and reputed tenderers (CA Firms) having **minimum of 3 (three) years relevant experience** till the date of publishing this tender in conducting audits and having Office in Delhi National Capital Region (Delhi NCR). 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. The assignment (internal audit) would be for FY 2025-2026 and for FY 2026-2027 (Two years consisting of 08 quarters).

**Relevant experience means tenderer should have experience in conducting in Internal Audit and / or Concurrent Audit or Statutory Audit of Public Sector Undertakings (PSU)/CPSEs.**

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. Bids 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.

Deputy General Manager (Admin & Accounts)  
Central Registry of Securitisation 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

6. Fact Sheet

Tender Inviting Authority	Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI)
Name of the Project Work	<b>Request for Proposal (RFP) for Engagement of an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27</b>
Place of availability of Tender Documents (RFPs)	Government e Marketplace portal (GeM)/ CERSAI website
Place of submission of Bid	Government e Marketplace: <a href="https://gem.gov.in/">https://gem.gov.in/</a>
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)	<b>For Non-MSME Bidders:</b> INR Rs. 1,000/- (Rupees One Thousand 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.15 of the RFP



	<p><b>For MSME/ Start Up Bidders:</b> EMD/Bid Security Declaration as per the format given in the Form A.16 of this RFP.</p> <p><i>Pl read with clause 7.16</i></p>
Payment Mode (Online/Offline)	<p>Online</p> <p>NEFT / RTGS to be deposited in CERSAI's account as mentioned below on or before <b>01/08/2025</b></p> <p>Bank Name: Punjab National Bank</p> <p>Branch Name: 5, Sansad Marg, New Delhi</p> <p>Account No: 1988002100190070</p> <p>IFSC Code: PUNB0015300.</p> <p>Bank Guarantee:</p> <p>Hard Copy &amp; SFMS</p>
Method of Selection	<p>QCBS (Quality and Cost Based Selection)</p> <p>The method of selection of Internal Auditor for this RFP is QCBS (Technical: Financial) 70:30 for all bidders meeting eligibility criteria and scoring more than 70 marks in Technical Evaluation Criteria</p>
Last Date for Submission of online queries by bidders	<b>14/07/2025 by 6.30 PM /</b> as per GeM portal
Date of Pre- Bid Meeting	<b>15/07/2025 at 3 PM /</b> as per GeM portal
Last date and time for Submission of Bid	<b>03/08/2025 6.30 PM /</b> as per GeM portal
Opening of Technical Bid	To be informed later
Opening of Commercial Bid	To be informed later
Address for Communication	<p>Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road, NBCC, Kidwai Nagar (East), New Delhi - 110023</p> <p>Phone: 011-24664606</p> <p>Website: <a href="http://www.cersai.org.in">www.cersai.org.in</a> Email: <a href="mailto:dgmitaa@cersai.org.in">dgmitaa@cersai.org.in</a></p>

## **7. Instructions to the Bidders**

### *7.1 Instructions for Online Bid Submission*

7.1.1 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.

### *7.2 Preparation of Bid*

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

7.2.2 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.

7.2.3 Bidder should upload the bid documents on GeM portal as indicated in the tender documents as per formats provided in the Annexures for Particulars of Bidders, Minimum Eligibility Criteria, Technical Bid and Financial Bid.

### *7.3 Submission of Bid*

7.3.1 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.

### *7.4 Assistance to Bidders*

7.4.1 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.

### *7.5 Cost to Bid*

7.5.1 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.

## *7.6 Contents of the RFP*

7.6.1 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.

## *7.7 Clarification on RFP*

7.7.1 A prospective Bidder requiring any clarification on the RFP may submit the queries online on GeM portal. Queries must be submitted in the format mentioned in Annexure I- Form A.3.

7.7.2 CERSAI shall not respond to any queries not adhering as per the format mentioned in Annexure I- Form A.3.

7.7.3 All queries on the RFP should be received on or before the date as prescribed by CERSAI in Section 6 –Fact Sheet of this RFP.

## *7.8 Amendment of RFP*

7.8.1 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.

7.8.2 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.

7.8.3 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.

## *7.9 Language of Bid*

7.9.1 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.

## *7.10 Documents Comprising the Bid*

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

**7.10.1 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 Annexure I – Form A.15)

Annexure I – Form A.1: Form for Particulars of Bidders (Profile of the Firm including Experience)

Annexure I – Form A.5: Pre-contract Integrity Pact (To be executed on a non-judicial stamp paper of INR 100/-)

Annexure I – Form A.6: Power of Attorney and Board Resolution executed in favor of the Authorized Signatory

Annexure I – Form A.7: Conflict of Interest (Company Letter head)  
Annexure I – Form A.8: Eligibility Criteria Cover Letter (Company Letter head)  
Annexure I – Form A.9: Eligibility Criteria Response Sheet  
Annexure I – Form A.10: Networth and Profitability Certificate  
Annexure I – Form A.15 Format for bank guarantee for Bid Security  
Annexure I – Form A.18: Declaration  
Annexure I – Form A.19: Declaration on Principal Place of Business  
Annexure I – Form A.20: Compliance Statement Declaration

**7.10.2 Technical Bid - -** The Technical Bid shall comprise of the following:

Annexure I- Form A.11: Technical Bid Cover Letter (Company Letter head)  
Annexure I- Form A.12: Technical Bid Format  
Annexure II- Form A.16: BID security declaration If applicable  
Kindly refer to Annexure for all forms mentioned above.

**7.10.3 Financial Bid -** The Financial Bid shall comprise of the following:

Annexure I- Form A.13: Financial Bid Cover Letter (Company Letter head)  
Annexure I- Form A.14: Financial Bid  
Kindly refer to Annexure for all forms mentioned above.

*7.11 Procedure for Submission of Bid*

7.11.1 Bid to be submitted on GeM portal only.

7.11.2 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.

*7.12 Bid Prices*

7.12.1 The Bidder shall indicate in the Financial Bid (Format Annexure I Form A.14) including all cost inclusive of taxes it proposes to provide under the Contract.

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

7.12.3 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.

### *7.13 Firm Prices*

7.13.1 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.

7.13.2 The Financial 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.

7.13.3 The Tenderers are requested to quote their best and final offer. No revised offer shall be entertained. No conditional offers will be accepted.

### *7.14 Discount*

7.14.1 The Bidders are advised not to indicate any separate discount in the Financial 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.

### *7.15 Bidder Qualification*

7.15.1 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.

7.15.2 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.

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

7.15.4 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.

7.15.5 Any change in the Authorized Signatory shall be intimated to CERSAI in advance.

### *7.16 Earnest Money Deposit (EMD)*

#### **I. For Non-MSME Bidders:**

7.16.1 The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount mentioned in the Section 6 – Fact Sheet of this RFP.

7.16.2 The EMD is required to protect CERSAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Section 10 – Scope of Work of this RFP

7.16.3 The EMD must be deposited online or in the form of BG as per format given in Form A.15 as mentioned in Section 6 of Fact Sheet of this RFP.

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

7.16.5 The successful Bidder's EMD shall be discharged upon the bidder executing the Contract, pursuant to Clause 7.30 - Award of Contract and furnishing the Bank Guarantee, pursuant to Clause 7.17.

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

1. If the Bidder withdraws or amends 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.

## **II. For MSME/ Start Up Bidders:-**

As per Rule 170 of General Financial Rules (GFRs) 2017, MSME/ Start Up Bidders are exempted from submission of bid security i.e., EMD deposit. Further, in lieu of Bid Security, Bidders are required to submit the "EMD/Bid Security Declaration" on their organization's letter head duly signed and stamped by their authorized signatory (refer Annexure - I Form A.16) accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they may be Suspended/Blacklisted at CERSAI's discretion.

### *7.17 Performance Bank Guarantee*

7.17.1 Performance Bank Guarantee must be made in the form of Bank Guarantee/FD 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.

7.17.2 Validity: Valid for 27 months (Engagement Term + Three Months). The BG shall be released after 27 months from the effective date of the start of Engagement or execution of all pending Work Orders plus 3 months, whichever is later.

7.17.3 In case the execution of all pending work order extends beyond the validity of the BG or in case of extension granted by CERSAI, Bidder will be required to extend the BG validity till completion of engagement term plus 3 months.

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

7.17.5 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.

7.17.6 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/FD valid for a period of 27 months in accordance with the Conditions of Contract.

7.17.7 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.

#### *7.18 Period of Validity of Bid*

7.18.1 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.

7.18.2 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.

#### *7.19 Period of Contract*

7.19.1 The period of contract shall be TWO years from the date of contract commencement. CERSAI has sole option to extend the contract once by one year after expiry of the two years contract period on the same terms and conditions.

7.19.2

7.19.3 The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower.

#### *7.20 Format and Signing of Bid*

7.20.1 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.

7.20.2 The response to the bid should be submitted along with legible, appropriately indexed, duly filled forms as per the Annexure I and sufficient documentary evidence as per RFP. Responses with illegible,



incomplete Information sheets or insufficient documentary evidence shall be rejected.

#### *7.21 Revelation of Prices*

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

#### *7.22 Terms and Conditions of Bidders*

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

#### *7.23 Consortium*

7.23.1 Consortium is not allowed

#### *7.24 Last Date for receipt of Bid*

7.24.1 Bid shall be submitted by the bidder not later than the time and date specified in Section 6-Fact Sheet of this RFP.

7.24.2 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.

#### *7.25 Modification and Withdrawal of Bid*

7.25.1 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.

#### *7.26 Contacting CERSAI*

7.26.1 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.

7.26.2 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.

#### *7.27 Pre-Bid Meeting & Clarifications*

7.27.1 Bidders Queries



- CERSAI shall hold a pre-bid meeting with the prospective bidders on **15.07.2025 at 03.00 PM** at: Central Registry of Securitisation 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

The Bidders shall have to ensure that their queries for Pre-Bid meeting are submitted by email on or before **14.07.2025 by 6.30 PM /** as notified on GeM portal, e-mail ID: [dgmitaa@cersai.org.in](mailto:dgmitaa@cersai.org.in) as per the Form A.3, Annexure-I.

- 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.2, Annexure-I.
- 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.

#### 7.27.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- 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.
- 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.
- The Corrigendum (if any) shall be posted on the <https://gem.gov.in> & CERSAI website ([www.cersai.org.in](http://www.cersai.org.in)) Bidders are advised to check the GeM portal and CERSAI's website frequently for all updates regarding this RFP.
- Any such corrigendum shall be deemed to be incorporated into this RFP and shall be considered as its part.
- 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.

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

7.28.1 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.

#### 7.29 Notification of Award

7.29.1 Prior to the expiry of the period of bid validity, pursuant to Clause 7.18 - Period of Validity of Bid, CERSAI shall notify the successful Bidder via GeM portal that its bid has been accepted.

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

7.29.3 Upon the successful Bidder's furnishing of Performance Bank Guarantee for Contract

Performance, CERSAI may notify each unsuccessful Bidder and shall discharge their EMD.

### *7.30 Award of Contract*

7.30.1 There shall be only one Successful Bidder.

7.30.2 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.

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

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

7.30.5 In the case of Bidder whose bid is accepted, Bidder shall be required to give Performance Bank Guarantee as mentioned in Clause 7.17 – Performance Bank Guarantee.

7.30.6 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.

7.30.7 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 8.3 of this RFP) shall be invoked.

### *7.31 Placing of Work Order*

7.31.1 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 or through Post/Courier and through GeM.

7.31.2 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.

7.31.3 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 8.5 and Section 12 shall be invoked.

7.31.4 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.

### *7.32 Tender Related Conditions*

7.32.1 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.

7.32.2 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.

### *7.33 Rejection Criteria*

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

#### *7.33.1 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.

#### *7.33.2 Financial Rejection Criteria*

- a. Incomplete Financial 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. Financial Bid that do not conform to the RFP's Financial Bid Format as mentioned in Annexure I-Form A.14 'Financial 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 Financial 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.

### *7.34 Fraud and Corrupt Practices*

7.34.1 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.

7.34.2 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.

7.34.3 For the purposes of the Clause 7.34 – 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

### 8. General Terms & Conditions :-

#### 8.1 *Indemnity*

SERVICE PROVIDER shall indemnify the Purchaser for all the losses incurred in connection with any third party claim, which have resulted from the SERVICE PROVIDER'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.

#### 8.2 *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.

#### 8.3 *Termination*

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

8.3.2 Where the Purchaser is of the opinion that there has been such Event of Default (Non- completion of any deliverables as per section 9 & 10 of this RFP) on the part of the SERVICE PROVIDER which would make it proper and necessary to terminate this Contract and may include failure on the part of the SERVICE PROVIDER to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

8.3.3 Where it comes to the Purchaser's attention that the SERVICE PROVIDER (or the SERVICE PROVIDER'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 SERVICE PROVIDER's Bid, the RFP or this Contract.



8.3.4 Where the SERVICE PROVIDER'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 SERVICE PROVIDER, any failure by the SERVICE PROVIDER to pay any of its dues to its creditors, the institution of any winding up proceedings against the SERVICE PROVIDER or the happening of any such events that are adverse to the commercial viability of the SERVICE PROVIDER. 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 SERVICE PROVIDER and to ensure business continuity.

8.3.5 Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the SERVICE PROVIDER, without compensation to the SERVICE PROVIDER, if the SERVICE PROVIDER 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.

8.3.6 Termination for Convenience: The Purchaser, may, by prior written notice sent to the SERVICE PROVIDER 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.

8.3.7 Termination for providing incorrect or false information: CERSAI reserves its right to terminate the contract for any reason at its absolute discretion Information furnished for ensuring compliance with Minimum Eligibility Criteria and Technical Bid Part-I (Technical Offer) including of supporting documents is found to be incorrect or false at any time during the tenure of the contract including the extension period if any.

#### *8.4 Consequences of Termination*

8.4.1. 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.

8.4.2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the SERVICE PROVIDER or due to the fact that the survival of the SERVICE PROVIDER 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 SERVICE PROVIDER as agreed mutually by the Purchaser and the SERVICE PROVIDER, may pay the SERVICE PROVIDER for that part of the Services which have been authorized by the Purchaser and performed by the SERVICE PROVIDER 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 SERVICE PROVIDER as may be required to set off any losses caused to the Purchaser as a result of any act/ omissions of the SERVICE PROVIDER. In case of any loss or damage due to default on the part of the SERVICE PROVIDER in performing any of its obligations with regard to executing the Scope of Work under this Contract, the SERVICE PROVIDER 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 SERVICE PROVIDER as described above in order to execute an effective transition and to maintain business continuity.

8.4.3. 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.

8.4.4. 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.

### *8.5 Penalty*

Please refer Section 12 for details on the Penalty Clause.

### *8.6 Liquidated Damages*

8.6.1. Subject to Clause 8.8 – Force Majeure, If the SERVICE PROVIDER 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 SERVICE PROVIDER, as liquidated damages a sum equivalent to 5% of the contract value (or) the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

AND/OR

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

8.6.2. 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 SERVICE PROVIDER in its hands under this Contract only (which includes the Purchaser's right to claim such amount against the SERVICE PROVIDER's Bank Guarantee or which may become due to the SERVICE PROVIDER) . Any such recovery or liquidated damages shall not in any way relieve the SERVICE PROVIDER from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

8.6.3. Delays not attributable to the SERVICE PROVIDER shall be considered for exclusion for the purpose of computing liquidated damages.

### *8.7 Dispute Resolution*

8.7.1 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

8.7.2 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 8.7 - Dispute Resolution.

8.7.3 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.

8.7.4 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 upto 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.

## *8.8 Force Majeure*

8.8.1. 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:

- Act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods)
- War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo
- Rebellion, revolution, insurrection, or military or usurped power, or civil war



- 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
- Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the SERVICE PROVIDER or of his Subcontractors; or
- Acts or threats of terrorism
- Pandemic such as Covid-19 as declared by Government of India

8.8.2. 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.

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 Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the SERVICE PROVIDER 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 support or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.

8.8.3. 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.

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

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

#### *8.9 No Assignment/subcontracting*

The Supplier shall not transfer any interest, right, benefit or obligation under this Contract.

#### *8.10 Information Security*

The Service provider 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.

#### *8.11 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, service provider, 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.

#### *8.12 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 Service provider. The service provider 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.

#### *8.13 Documents prepared by the Service provider to be property of the Purchaser*

All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Service provider 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 Service provider 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 Service provider.

#### *8.14 Accuracy of Documents*

The service provider 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 service provider or arises out of its failure to conform to good industry practice.

## 8.15 General

### 8.15.1 Relationship between the Parties

- 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
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract
- The Purchaser has no obligations to the Bidder's Team except as agreed under the terms of this Contract

### 8.15.2 No Assignment

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

### 8.15.3 Survival

- 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

### 8.15.4 Entire Contract

- 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.

### 8.15.5 Governing Law

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

### 8.15.6 Jurisdiction of Courts

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

### 8.15.7 Compliance with Laws

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

### 8.15.8 Notices

- 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.

### 8.15.9 Waiver

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights
- 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
- 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

#### 8.15.10 Modification

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

#### 8.15.11 Application

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

## 9. Time Schedule

### 1. Time Schedule:

Sl. No	Activities	Time Frame
1.	Deployment of staff for carrying out Internal Audit.	Ongoing activity.
2.	Preparing and submitting the issues report comments/compliance.	monthly and quarterly before 10 <sup>th</sup> of the next month
3	Previewing the comments received and finalizing the monthly and quarterly report.	Monthly and quarterly before 20 <sup>th</sup> of the next month from the end of quarter.
4.	Physical verification of cash on quarterly basis and fixed assets on yearly basis	Monthly and quarterly
5.	Pre-audit of various payment transactions and communications of deficiencies in documents at the appropriate level.	Concurrently.
6.	Secure compliance of Internal Audit Reports from the audit and verify compliances implemented	Concurrently.
7.	Investigate and report the reasons for non-compliance given by the concerned Authorities	As and when required.
8.	Any additional services required	As and when required.

## 10. Broad Scope of Work

The purpose of the internal audit is to:

- Provide an independent and objective assessment of CERSAI's financial records.
- Assess the internal controls in place and identify any risks in CERSAI's operations.
- Recommend measures for mitigating risks and enhancing the efficiency of internal controls.
- Ensure the fairness and accuracy of accounting and financial statements.
- Verify compliance with grant agreements, statutory obligations, and internal policies.

- Review the adequacy and effectiveness of financial management systems for the benefit of CERSAI's stakeholders. A Risk-Based Approach (RBA) is recommended for conducting the audit, as it is the contemporary methodology for ensuring a focused, systematic assessment of the organization's financial and operational processes.

The internal audit will be conducted in accordance with the relevant standards applicable to autonomous bodies and Technical Guidance on NPO Accounting and Audit by the Institute of Chartered Accountants of India (ICAI).

The scope and objective of Internal Audit on a continuous basis will be as follows :

A. Examination of accounts (including resources & investments), expenditure audit, recoverable/ payable, fixed assets, scrutiny of suspense and sundry accounts and other related records and verification of assets and liabilities so as to ensure that transactions are promptly and accurately recorded and reconciliation thereof. For the said purpose, transactions accounted for in the books may have to be scrutinized with reference to the initial documents and wherever necessary statistical comparison be made. The objective is to ensure that –

- a) The policies and procedures laid down by the management including risk management and, in the absence, thereof, established policies and procedures are followed.
- b) The Statutory requirements of the Company under the (i) Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and rules framed there under (ii) Factoring Regulation Act, 2011 and the rules framed there under are adhered to. (iii) Prevention of Money Laundering Act and the rules framed there under. (iv) Company Act, 2013 and rules there under.
- c) Financial propriety, especially the directions, guidelines, rules, regulations, circulars and orders having financial bearing issued by the competent authority of CERSAI/ICAI from time to time are observed.
- d) Account keeping and the data flow are reliable and accurate.

B. Examination of the system of internal control including internal check being followed at its office for both soundness in principle and effectiveness in operation and recommendation for improvement / additional safeguards that may be required for strengthening the same. One of the objectives will be to build preventive safeguards against frauds, misappropriations or other losses.

C. Observations and Suggestive Action for Improvement –

- i. Furnishing observations after a factual review of the procedures relating to risks associated with basic features accounting, maintenance & custody of the documents.
- ii. Observations on whether the registration of entity, the primary user and advance fee deposit by the Banks/ FIs are in accordance with the policy and procedure of CERSAI.
- iii. Observations on submission and adequacy of filing of all statutory returns etc;
- iv. Comments on preventive safeguards against frauds/ misappropriations, prudent practices and reliable / accurate flow of data;
- v. Comments about compliance / rectification of the discrepancies observed in the statutory audit reports;
- vi. Compliance with the various policies of the CERSAI; and
- vii. Intensified audit of the risk based activities of the CERSAI.

- viii. Reconciliation of CERSAI/CKYC entries and balances with the entity balances.
- ix. 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
- x. Specifically comment in the audit report about the Companies compliance in respect of various statutory filing requirements under the Companies Act, 1956/2013, Income Tax, GST, TDS/Work Contract Tax etc.
- xi. Feasible suggestions / remedies / key solutions offered for removing the legal risks/ legal lacunae in the documentation/ formulation of agreements/ collaboration.
- xii. The report of the internal audit pertaining to every quarter (08 quarters in total) shall be submitted to the Managing Director/COO/DGM of the CERSAI, in duplicate, on or before 20th of the following month.
- xiii. This listing is not exhaustive and should be regarded as an outline only, AND CERSAI may entrust any other matter which the Board shall, in consultation with the Internal Auditor formulate.

### **General Terms and Conditions**

- 1) During the assignment, the frequent substitution of key staff/staffs identified for the assignment will not be allowed unless agreed to by the CERSAI.
- 2) The audit firm should always provide professional and impartial advice and hold the interest of CERSAI paramount and should observe the highest standard of ethics while executing the assignment.
- 3) CERSAI reserves the right to ascertain information from the clients to which the firm has rendered their services for execution of any projects.
- 4) The audit fees shall be paid on a quarterly basis based on invoices raised by the audit firm, subject to submission of the deliverables. Necessary TDS will be debited while making the payment.
- 5) The audit firm shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the audit firm.
- 6) The consultant shall be in the panel of at least two public sector enterprise/ CPSEs and has conducted internal audit during any of the last 5 financial years. Sufficient documentary proof may be furnished.
- 7) The Audit firm shall acknowledge and agrees that in connection with their appointment as internal auditor, it may have access to certain trade-secrets, information regarding business strategies, business arrangements, business and operating processes, financial information, Customer related data and information and other non-public confidential information of the company during and in connection with the audit exercise ("Confidential Information"). The Audit firm shall agree to not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the performance of the internal audit of the Company. The Audit firm may share any such Confidential Information with its employees, directors, authorized representatives, advisors or service providers on a "need to know basis" and shall issue suitable instructions and/or get suitable written undertakings or agreements executed to bind its employees and / or the said person(s) to the same obligations of confidence and safeguarding as the audit firm has entered in to with the Company and to adhere to the confidentiality terms contained in the letter of engagement. All copies (soft or hard) of the Confidential Information shall be destroyed or handed over back to the Company once the internal audit exercise is completed.

### **Reporting:**



Besides internal audit report, the internal auditor shall give a separate report containing comments in accuracy and propriety of expenditure withdrawn on statement of Expenditure (SOE).

Sl. No	Activities	Time Frame
1.	a) Quarterly Reports	Within 20 days from the end of the Quarter.
	b) Quarterly query list	Within 10 days from the end of the Quarter.
2.	Audit Status Report	On monthly and quarterly basis.
3.	Report regarding Status of compliance	Within 20 days from the end of the previous month.
4.	Pre-Audit observation	Within 07 days from the end of the previous month.
5.	Flash Report	As and when required.
6.	Annual Report	By 30th of April each year.
7.	Final Report	By 30th of April each year.
8.	Any other special reports	On request

For verification and auditing of Records being maintained in CERSAI, a Minimum two-days visit in Every calendar month from the Chartered Accountant firm so appointed.

The assignment (internal audit) would be for FY 2025-2026 and for FY 2026-2027. (Two years consisting of 08 quarters).

## 11. PERIOD OF CONTRACT

- The period of contract initially will for two years (i.e. FY25-26 and FY26-27). The clause of extension of the contract beyond the period of two years may be for a further period of one year subject to the service provider providing satisfactory service.
- The rates for extension period shall be the existing contract rates (to be finalized through this tender) or the new contract rates (to be finalized subsequently for fresh contract), whichever is lower.

## 12. PENALTY CLAUSE

12.1 CERSAI has the right to take the following actions against the tenderer, without prejudice to any of its rights, including the right to claim damages, if in case:

### A. Involved in wrongful billing

- To issue a warning letter for first contravention and recover the excess amount billed.
- On second contravention, to recover the excess amount billed and impose additional penalty of a sum of money to the extent of wrongful billed amount.
- On the next occasion of such wrongful billing, may even terminate the contract forthwith and forfeit the Security Deposit and/or Performance Guarantee Amount.

### B. Not rendering service as per the provisions of the Contract

- For the first contravention, depending on the gravity of the contravention/offence, a

warning letter will be issued.

- (ii) For the second contravention, **a monetary penalty will be imposed equal to 1% of annual contract value**. The same amount will be deducted from bills payable to the contractor/ security deposit/ performance guarantee submitted by him.

12.2 For the third contravention, the contract would be terminated and Security Deposit and/ or Performance Guarantee would be forfeited. "The tenderer shall not assign the contract to any other persons nor shall they sub-contract the same. CERSAI shall have the right to recover damages or losses incurred on account of such assignment or sub-contracting in addition to the right of terminating the contract without notice."

12.3 "In case (i) performance of the Consultant / Contractor is not satisfactory or (ii) Consultant is in breach of terms and conditions of the Purchase Order or (iii) the conduct of the Consultant / Contractor is under suspicion or if there is any action by the Consultant / Contractor which may result in damage to the brand image and/ or result into commercial loss to CERSAI, CERSAI may consider suspension of business dealings with such Consultant / Contractor with immediate effect. For continuing future business, the order of suspension would operate for a period of not more than one year unless withdrawn earlier. After completion of inquiry, if the facts & evidence warrant any penal action against the Consultant / Contractor, same will be initiated by CERSAI or suspension revoked, as the case may be".

### 13. BID EVALUATION CRITERIA (BEC)

#### 13.1. Bidding Process (Two Stages) and Evaluation

For the purpose of the present job, a two-stage bidding process will be followed. The response to the RFP will be submitted in two parts:

- Technical Bid Part I
- Financial Bid Part II

The bidder will have to submit the technical bid and financial bid separately in GeM.

Technical Bid shall not contain any pricing or commercial information.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized by him. The authorization shall be indicated by a written power of attorney accompanying the Bid. All pages of the Bid shall be initialled by the person(s) signing the Bid.

The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case the corrections shall be initialled by the person(s) signing the Bid.

#### 13.1.1. Bid Evaluation Methodology

The objective of evaluation methodology is to facilitate the engagement of the technically superior **Internal Auditor for the years 2025-26 and 2026-27** at optimal cost.

To meet CERSAI's requirements, as spelt out in the RFP, the selected Bidder must have the requisite experience in providing services sought by CERSAI, for the entire period of the contract. The evaluation



process of the bids proposed to be adopted by CERSAI is indicated below. The purpose of it is only to provide the Bidder an idea of the evaluation process that CERSAI may adopt. CERSAI reserves the right to modify the evaluation process at any time during the tender process (before submission of technical and financial responses by the prospective bidders), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation CERSAI may seek specific clarifications from any or all the Bidder.

It may please be noted that CERSAI reserves the right to reject any proposal in case same is found incomplete or not submitted in the specified format given in this RFP document.

The details of 'Minimum Eligibility Criteria', provided by the vendor in response to this RFP, will be evaluated first, based on the criteria described. The Technical and Financial bid responses to this RFP will be considered further only for those vendors who meet the Minimum Eligibility Criteria.

**13.1.2. Techno-Financial Evaluation i.e., Quality cum Cost Based System (QCBS):**

- Evaluation criteria proposed to be adopted will be Quality cum Cost Based System (QCBS) where Technical Bid Score will get a weightage of 70 and Financial Bid Score a weightage of 30.
- The technical and financial response evaluation will be based on the criteria described in following section onwards.

**13.1.3. Minimum Eligibility Criteria**

Proposals not complying with the minimum eligibility criteria, as enumerated below, will be rejected, and will not be considered for the evaluation of technical bid. The proposal should adhere to the minimum eligibility criteria mentioned in Section 14. The format (attached as Form-A.9 of Annexure-I is to be filled by the Bidder and must be submitted along with Technical Bid and relevant documentary proof.

Bidders have to submit the index page of the supporting documents while submitting response.

## 14. MINIMUM ELIGIBILITY CRITERIA

### 14.1 Pre-requisite: -

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements. The Bid must be complete in all respects and should cover the entire scope of work. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation and decision of CERSAI in this regard shall be final.

### 14.2 Eligibility Criteria:

S.No.	Eligibility Criteria	Supporting documents
1.	Chartered Accountant firms/ Companies currently empaneled with C&AG of India for conducting audit of PSUs/CPSEs will be given preference for the audit	Self-attested copy of latest Comptroller & Auditor General of India Empanelment Letter to be attached
2.	Must have its Head Office in Delhi/Delhi NCR. Such office must exist within the State for not less than three years as on 1 <sup>st</sup> April 2025 as per the Institute of Chartered Accountants of India (ICAI) Certificate	Self-Attested copy of Registration Certificate issued by Institute of Chartered Accountants of India to be furnished
3.	Must be registered with the Institute of Chartered Accounts of India for not less than 10 years as on the last date of submission of the RFP	Self-attested copy of Registration Certificate issued by Institute of Chartered Accountants of India to be furnished
4.	Must be having minimum three partners as on 1st April 2025	Self-attested copy of latest Constitution Certificate from Institute of Chartered Accountants of India to be furnished
5.	Must be having a minimum three years of experience (as on 1 <sup>st</sup> April 2025) in Concurrent Audit and / or Internal Audit/ or Statutory Audit of Public Sector Undertakings (PSU)/CPSEs.	Copy of work order
6.	Must have conducted Concurrent Audit and / or Internal Audit/ or Statutory Auditor of at least two Public Sector Undertakings/CPSEs during the last 5 Financial Years i.e., FY21 to FY25	Self-attested copy of Appointment Letters / Agreements / Work Orders issued by such PSUs/CPSEs along with proof of claim to be furnished
7.	Must be registered under Goods & Service Tax	Self-Attested GST Registration Certificate to be

		furnished
8.	The bidder should be a profit-making company/firm having positive net worth for the last three consecutive financial years.	Auditor certificate as per form A.10 along with audited balance sheet for FY 2021-22, 2022-23, 2023-24.
9.	<p>a) The bidder should not have been blacklisted/debarred by any Central/State Government/PSU/PSB, ICAI, C&amp;AG or any other Government Undertaking during the last two years for violation or breach of code integrity, as on bid submission date.</p> <p>b) 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 public procurement contract.</p> <p>c) The Bidder shall not be insolvent, in receivership, bankrupt or being wound up, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p>	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.
10.	The bidder must have minimum 3 qualified CAs (including regular employees) with experience more than one year.	Bio data of employee along with self-certified copy of Certificates.

**Note:**

- *Bidder should not provide financial details & other corresponding details of the group company/franchisee/sister company but of only that bidding entity which is conducting exams.*
- *Each Parameter/Criteria which is utilized for technical assessment has to be supported by relevant documentary proof, attached as separate annexure for the required period only with proper label and numbering. In case documentary proof is not submitted by the bidder, the same will not be considered for technical assessment.*
- *In case of MSME/Startup/Female entrepreneur/SC/ST Entrepreneur bidders the relaxation preference shall be as per applicable norms. The bidder should have MSE category certificate with information to support MSME registration number, Service category, Medium/Small/Micro, Female entrepreneur, SC/ST Entrepreneur etc. Necessary proof to be enclosed.*

### 14.3 Eligibility Criteria Response Sheet

The Bidders should complete the Eligibility Criteria Response Sheet as given in **Form A.9**. Failure to provide the desired information and documents may lead to disqualification of the Bidder. No further correspondence will be entertained in this regard.

## 15. TECHNICAL BID CRITERIA (MARKS DISTRIBUTION)

### **Criteria and Point system for the evaluation of the Technical Bids are as under:**

Name and Address of the CA Firm:

Sl. No.	Criteria	Maximum Marks	Marks Obtained	Remarks
1	No. of years Registration with the ICAI a) Between 10 to 12 years-12 marks b) Above 12 years upto 15 years-18 marks c) Above 15 years-25 marks	25		
2	No. of FCA Partners a) Between 3 to 5 nos.-17 marks b) Above 5 to 8 nos.-11 marks c) Above 8 nos.- 15 marks	15		
3	Years of experience of Audit in PSU/CPSE: a) Between 3 to 5 years- 12 marks b) Above 5 years to 10 years -18 Marks c) Above 10 years-25 marks	25		
4	No. of Internal Audit/Concurrent Audit handled during last 5 years of companies with Turnover of more than Rs 300 crore a) Between 2 to 3 nos.-12 marks b) Above 3 to 5 nos.- 18 Marks c) Above 5 nos.-25 Marks	25		
5.	No. of qualified Cas a) Between 3 to 5 no. -5 b) Above 5 to 7 nos-7 c) Above 7 nos-10	10		
Total		100		

In case of MSME / Startup / Female entrepreneur / SC/ST Entrepreneur bidders the relaxation preference shall be as per applicable norms. The bidder should have MSE category certificate with information to support MSME registration number, Service category, Medium/Small/Micro, Female entrepreneur, SC/ST Entrepreneur etc. Necessary proof to be enclosed.

## 16. Financial Bid

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

Sl. No.	Service	Yearly Professional Fee (INR) in figures inclusive of taxes	Yearly Professional Fee (INR) In words inclusive of taxes
1	Service specified in the Scope of the work for FY2025-26		
2	Service specified in the Scope of the work for FY2026-27		

Applicable taxes and rate.....%

- The lowest bid will be assigned the maximum Financial Score of 100 points.
- The Financial Scores of the other Financial Bids will be computed relative to the lowest evaluated Commercial Bid.

The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid under Consideration)} = \frac{100 \times \text{Price (Lowest Bid)}}{\text{Price (Bid under consideration)}}$$

### Final Processing

- Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:

$$\text{Final Score (FS)} = \text{Technical Score} \times T + \text{Financial Score} \times F$$

(T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 100%)

- Weightage for the bids are as follows:

I.	Technical Bid	T	70%
II.	Financial Bid	F	30%
	Total Weightage		100%

- The firm achieving the highest combined Technical and Financial Score may be invited for negotiations, if required.
- CERSAI reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

## 17. Financial Terms and Conditions

Bidders are requested to note the following financial terms and conditions for this project.

### Price

- i. The Price quoted by the Bidder should include all type of costs.
- ii. The price should be valid for full contract period of TWO years.
- iii. The price should be inclusive of all taxes.
- iv. The price quoted by the Bidder shall remain firm during the Bidder's performance of the contract i.e., for a period of two years which may be extended, if required, by CERSAI as per terms of RFP.
- v. Bid submitted with adjustable price quotation will be treated as non-responsive and will be rejected.
- vi. For any future requirement, the order will be placed at the contracted rate as mentioned in the Financial Proposal & as per applicable terms of this RFP. Failure to accept the order will attract terms of penalty & termination of this RFP, at the discretion of the CERSAI.
- vii. CERSAI reserves the right to place Purchase Orders with the selected bidder(s) for any or all the goods and/or services at the agreed unit rate for individual categories of purchase order during the period of 2 years from the date of award/Purchase Order.

## 18. Payment Schedule

The payment shall be made against the Internal Audit report submitted by firm, subject to the following terms and conditions:

- A. The payment during the entire contract period shall be made in accordance with the financial bid submitted by the selected bidder and accepted by the Company. No price variation would be allowed during the contract period. The financial price quoted by the contracting firm shall be final.
- B. Goods and Services Tax (GST) extra as per applicable rates.
- C. Payment shall be subject to TDS under Income tax at applicable rates.
- D. Payment shall be made on services performance basis. Pro-rata payment of quoted fees shall be made on quarterly basis.
- E. No out-of-pocket expenses for local travel of any kind shall be reimbursed to the firm.
- F. The Company reserves the right to deduct the amount from the bill raised by the firm as may be considered reasonable for unsatisfactory services or delay in providing of services or any interest/penalty imposed by any authority due to gross negligence of CA firm. The decision of the company will be final in this regard.
  - The Conditional bids shall not be considered and will be outrightly rejected in very first instance.
  - In case the successful Bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
  - The competent authority of "CERSAI", reserves the right to annul any or all bids without assigning any reason.
  - The competent authority of "CERSAI" reserves its right to reject all or any tender in whole, or in part or cancel the entire tender process, without assigning any reason thereof.
  - The Successful Proposers/Bidders/Tenderers are required to Execute an agreement with "CERSAI" for *Due fulfillment of their Obligations*.

## 19. Invoicing

- The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
  - CERSAI GSTIN as below:
 

New Delhi	Delhi	07AAECC5770G1ZN
-----------	-------	-----------------
  - HSN Code or Service Accounting Code for supply of goods or services.
  - Name & address of supplier
  - GSTIN of Supplier
  - Consecutive Serial Number & date of issue
  - Description of goods or services
  - Total value of supply
  - Taxable value of supply
  - Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
  - Amount of Tax charged
  - Place of supply
  - Address of delivery if different from place of supply
  - Signature of authorized signatory
- Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider-
  - Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
  - Discharging the GST tax liability to the Government.
  - Submission of Tax Invoice to CERSAI.
  - Submission of proof of payment of GST to CERSAI.
  - Availment of Input Tax Credit by CERSAI.

## 20. Input Tax Credit

- a) In case GST credit is delayed/ denied to Corporation, due to non/delayed receipt of services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to CERSAI, GST amount shall be recoverable from contractor along with interest & penalty levied/ leviable.
- b) In case the contractor delays declaring such invoice in his return and GST credit availed by CERSAI is denied or reversed subsequently as per GST law, GST amount paid by CERSAI towards such ITC reversal as per GST law shall be recoverable from vendor/ tenderer along with interest & penalty levied/ leviable on CERSAI.
- c) In case of discrepancy in the data uploaded by the contractor in the GSTN portal or in case of any incomplete work/service, then CERSAI will not be able to avail the tax credit and will notify the contractor of the same. The contractor has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) within the timeline prescribed.



- d) For any such delay in availing of tax credit for reasons attributable to the contractor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

21. **Penalty for Non-compliance of GST Act**

Penalty amount so determined along with GST, if applicable, thereon shall be recovered from the contractor.

**ANNEXURE – I - FORMS**

**FORM A.1: FORM FOR PARTICULARS OF BIDDER (PROFILE OF THE FIRM INCLUDING EXPERIENCE)**

<b><u>S. No.</u></b>	<b><u>Description</u></b>	<b><u>To be filled by the Tenderer</u></b>
1.	Name of the Firm (In capital Letters)	
2.	Constitution of Firm	
3.	Address of the Head Office (inc. Tel phone, email id etc.)	
4.	PAN of the Firm	
5.	GST Registration No.	
6.	ICAI Registration No.	
7.	Date of Constitution of the Firm	
8.	Number of Full-time partners as on 1 <sup>st</sup> April 2025	
9.	Number of Full time CA employees as on 1 <sup>st</sup> April 2025	
10.	Number of Audit Staff employed with firm as a. Article Clerks b. Other Audit Staff	
11.	Whether the firm has experience in any Internal audit or Concurrent audit of accounts or any other services for any Govt. Companies/Corporations etc. (please provide proof):	
12.	Whether any court cases/arbitration/any other legal case against the Firm (if yes, please provide details in separate annexure)	

Latest Details of the Full time Partners of the Firm

Sl. No.	Name of Partner	Membership No.	Indicate whether FCA/ACA	Date of Joining the firm (Full time)	Date of becoming FCA
1					
2					
3					

Latest Details of the Full time C.A. Employees of the Firm

Sl. No.	Name	Membership No.	Date of joining the firm as employee
1.			
2.			
3.			
4.			

Work Experience and Financial Profile

Details of empanelment/appointment with C&AG for the last 5 Years for conducting audit of PSUs/CPSEs in the following format:

Date of empanelment by C&AG (enclose the Proof)

Details of appointment by C&AG as Auditors:

Sl.No.	Name of PSU/CPSE	Year of appointment	Nature of Assignment	Turnover of the Client
1				
2				
3				
4				

Details of concurrent Audit/Internal Audit Experience in PSUs/CPSEs for the last 5 years in the following format

Name of Sector	Name of Entity	Year of appointment	Nature of Assignment	Turnover of the client

Note: Particulars requested above may be furnished on separate sheet, wherever necessary.

I/We hereby certify that my/our firm has not been disqualified by any Govt.

Office/ PSU/CPSE/PSB, at any time for providing services of any description.

---

(Signature of the Authorized  
Signatory of the Tenderer)

**Place :**

**Date :**

**Full Name:**

**Designation:**

**Company Seal:**

Form A.2: Participation in Pre-Bid Meeting (Company Letter head)

To,

DGM (HR)

Central Registry of Securitisation 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 an Internal Auditor for Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27*

Dear Sir,

The following persons from our organization shall attend the pre-bid conference with reference to the RFP circulated by your organization, for “**Request for Proposal (RFP) for Engagement of an Internal Auditor for Central Registry of Securitization Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**”.

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:

Form A.3: 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:

Form A.4: Format for the Performance Bank Guarantee (To be issued by a Bank)

To

The DGM (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

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 Securitisation 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 a n d having its Registered Office at....., India (herein referred to as Vendor for conducting **Internal Audit for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**, 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 (Expiry Date) (both dates inclusive) or till the receipt of a claim, from Central Registry of Securitisation 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 forebear 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

Form A.5: 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 \_\_2025, 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 engage an **Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**
- B. 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 a **Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**; and
- C. 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.
- 1.4 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.

## **2. 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: -

- 2.1 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.
- 2.2 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.
- 2.3 The BIDDER shall disclose the name and address of agents and representatives, and its foreign principals or associates.
- 2.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/Contract.
- 2.5 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.

- 2.6 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.
- 2.7 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.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 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.
- 2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12 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.
- 2.13 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.

### **3. Previous Transgression**

- 3.1 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.
- 3.2 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.

### **4. Earnest Money Deposit**

- 4.1 While submitting its bid, the BIDDER shall deposit an amount of INR Rs. 1,000/- (Rupees Twenty Five Thousand Only) as Earnest Money Deposit, with CERSAI

through either online payment or a confirmed bank guarantee by a Nationalized 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.

- 4.2 The Earnest Money Deposit shall be valid up to a minimum period of .....; days.
- 4.3 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 5 (*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.
- 4.4 No interest shall be payable by CERSAI to the BIDDER on Earnest Money Deposit for the period of its currency.

## **5. Sanctions for Violations**

- 5.1 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.
- 5.2 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 5.1(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.
- 5.3 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.

## 6. 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.

## 7. Independent Monitors

- 7.1 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	<a href="mailto:isjha.pg@gmail.com">isjha.pg@gmail.com</a>

- 7.2 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.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the Parties and shall perform their functions neutrally and independently.
- 7.4 Both the Parties accept that the Monitors have the right to access all the documents relating to the Contract, including minutes of meetings.
- 7.5 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.

- 7.6 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.
- 7.7 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.
- 7.8 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]

[Signature]

[Name]

[Name]

[Designation]

[Designation]

Witness1.

Witness2.



Form A.6 : 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 2025

For

(Signature, name, designation, and address)

[Please put company seal if required]

[Notarize the signatures]

Witness 1:

Name:  
Designation:  
Address:  
Signature:

Witness 2:

Name:  
Designation:  
Address:  
Signature

Form A.7 : Conflict of Interest (Company Letter head)

To,

DGM (HR)

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 an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**

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:

Form A.8: Eligibility Criteria Cover Letter

(Company Letter Head)

To,

DGM (HR)

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 an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**

Dear Sir,

We, the undersigned, offer to provide Services as **Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27** in response to the Request for Proposal dated <insert RFP date> and RFP No <insert RFP no> for “**Engagement of an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**”.

We are hereby submitting our Proposal, which includes this Eligibility Criteria, Technical Bid and the Financial 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 services/documents 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 Government/PSUs/CPSEs/PSBs and we are not the subject of legal proceedings for any of the foregoing. Also we have not been declared Non-Performing Asset (NPA) by any of banking and financial institutions.

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

Yours sincerely,

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

Name of Firm:

Address:

Location:

Date:

**Form A.9 : Eligibility Criteria Response Sheet**

Bidders are required to index the page number of supporting documents.

S.No.	Eligibility Criteria	Supporting documents	YES/NO With Page No. of Supporting Document
1.	Chartered Accountant firms/ Companies currently empaneled with C&AG of India for conducting audit of PSUs/CPSEs will be given preference for the audit	Self-attested copy of latest Comptroller & Auditor General of India Empanelment Letter to be attached	
2.	Must have its Head Office in Delhi/Delhi NCR. Such office must exist within the State for not less than three years as on 1 <sup>st</sup> April 2025 as per the Institute of Chartered Accountants of India (ICAI) Certificate	Self-Attested copy of Registration Certificate issued by Institute of Chartered Accountants of India to be furnished	
3.	Must be registered with the Institute of Chartered Accounts of India for not less than 10 years as on the last date of submission of the RFP	Self-attested copy of Registration Certificate issued by Institute of Chartered Accountants of India to be furnished	
4.	Must be having minimum three partners as on 1st April 2025	Self-attested copy of latest Constitution Certificate from Institute of Chartered Accountants of India to be furnished	
5.	Must be having a minimum three years of experience (as on 1 <sup>st</sup> April 2025) in Concurrent Audit and / or Internal Audit/ or Statutory Audit of Public Sector Undertakings (PSU)/CPSEs.	Copy of work order	
6.	Must have conducted Concurrent Audit and / or Internal Audit/ or Statutory Auditor of at least two Public Sector Undertakings/CPSEs during the last 5 Financial Years i.e., FY21 to FY25	Self-attested copy of Appointment Letters / Agreements / Work Orders issued by such PSUs/CPSEs along with proof of claim to be furnished	
7.	Must be registered under Goods & Service Tax	Self-Attested GST Registration Certificate to be furnished	
8.	The bidder should be a profit-making company/firm having positive net worth for the last three consecutive	Auditor certificate as per form A.10 along with audited balance sheet for	

	financial years.	FY 2021-22, 2022-23, 2023-24.	
9.	<p>a) The bidder should not have been blacklisted/debarred by any Central/State Government/PSU/PSB, ICAI, C&amp;AG or any other Government Undertaking during the last two years for violation or breach of code integrity, as on bid submission date.</p> <p>b) 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 public procurement contract.</p> <p>c) The Bidder shall not be insolvent, in receivership, bankrupt or being wound up, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p>	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.	
10.	The bidder must have minimum 3 qualified CAs (including regular employees) with experience more than one year.	Bio data of employee along with self-certified copy of Certificates.	

Authorised Signatory

**Form A.10: Networth and Profitability Certificate**

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

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

<b>S. No.</b>	<b>Financial Year</b>	<b>Net Profit (INR Rs. Lakhs)</b>
<b>1</b>	Financial Year 2021-22	
<b>2</b>	Financial Year 2022-23	
<b>3</b>	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)

Form A.11: Technical Bid Cover Letter

(Company Letter Head)

To,  
DGM (Admin & Accounts)  
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 an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**

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 an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27”**. We are hereby submitting our Proposal, which includes Eligibility Criteria, Technical Bid and the Financial 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 services related to the assignment as mentioned in Section 10 – Scope of Work not later than the date indicated in Section 9 – Time Schedule.

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 and Title of Signatory:

Name of Firm:      Address:

Location:      Date:



## Form A.12: Technical Bid Format

### **Technical Bid Format**

Bidder response to the Technical Bid of this Tender document must be provided as detailed in Section 15 of the RFP. Any extra information may be provided as separate section at the end of Technical Bid document. Technical bid should be submitted with covering letter.

1. Details as detailed under Section 15
2. Technical Bid/Proposal Covering Letter (as per Form A.11)

### **CHECK LIST FOR ESSENTIAL DOCUMENTS TO BE FURNISHED WITH TECHNICAL BID**

<b>S. No.</b>	<b>Description</b>	<b>To be filled by the Bidder</b>
1	Enclosed proof of EMD (Rs 1,000/-) submission	Yes / No
2	Signed Tender document along with Bidding Guidelines.	Yes / No
3	Copy of Certificate of Registration / Partnership Deed / Incorporation / Memorandum and Articles of Association of Company as the case may be.	Yes / No
4	Attached copy of experience certificates	Yes / No
5	ICAI Registration Certificate	Yes / No
6	Attached copy of document as a proof of address having fully functional office setup in Delhi Metro Region	Yes / No
7	Attached copy of cancelled cheque	Yes / No
8	Attached copy of PAN card	Yes / No
9	Attached copy of GST certificate	Yes / No
10	Attached copy of MSME certificate, if applicable.	Yes / No
11	Attached copies of last 3 years audited annual reports, P&L A/cs, balance sheets etc.	Yes / No
12	All other documents mentioned in the Technical Bid Format	Yes / No

## Form A.13: Financial Bid Cover Letter (Company Letter head)

To,  
DGM (HR)  
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: Submission of the response to the RFP No <> dated <> for Engagement of an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27

Dear Sir,

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Engagement of an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27 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 6 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 financial offer.

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Form A.14 : Financial Bid Format

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 Financial 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 <b>Financial Bid Given below</b> and a <b>masked replica</b> of the Financial Bid should be enclosed in the technical bid.
5	All amounts in the Financial Bid should be in INR
6	All the prices quoted by the bidder shall be inclusive of taxes as applicable.

Format for Financial Bid:

Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Financial Bid Round.

The evaluation of the Financial Bids would be as follows:

Sl. No.	Service	Yearly Professional Fee (INR) in figures inclusive of taxes	Yearly Professional Fee (INR) In words inclusive of taxes
1	Service specified in the Scope of the work for FY2025-26 [X]		
2	Service specified in the Scope of the work for FY2026-27 [Y]		
	Total Cost for 2 Years = [X] +[Y]		

**Total Cost for 2 Years i.e. [X] +[Y] quoted by the bidders in the Financial Bid (inclusive of taxes) shall be considered for Financial Evaluation.**

Applicable taxes and rate.....%

**The tender will be awarded to a SINGLE tenderer.**

## Form A.15 : Format for Bank Guarantee for Bid Security (Earnest Money Deposit)

(To be issued by a Bank)

To

DGM (Admin & Accounts)

Central Registry of Securitisation 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

Dear Sir,

In response to your invitation to respond to your RFP for **Engagement of an Internal Auditor for Central Registry of Securitisation Asset Reconstruction and Security Interest of India (CERSAI) for the year 2025-26 and 2026-27**, M/s .....(hereinafter called the “Bidder”) having their registered office at .....

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. 1,000/- (Rupees One Thousand 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 1,000/- (Rupees One Thousand 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 1,000/- (Rupees One Thousand 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's Authorised Official

## Form A.16 Bid Security Declaration

[To be submitted along with Technical Bid]

The Bidder should give the following Undertaking/certificate on its letterhead

### FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

I / We, the authorized signatory of M/s ..... , participating in the subject tender No . ..... for the item / job of ..... , do hereby declare :

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding /award of all future contract(s) of CERSAI for a period of one year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory .....

Company Name .....



## Form A.17: 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 Tower 1, Office Block, 4th Floor, Plate-A, Adjacent to Ring Road, NBCC, Kidwai Nagar (East), New Delhi – 110023

and

M/s <<SERVICE PROVIDER>> registered office at <<address of SERVICE PROVIDER>>, for providing Services as Internal Auditor for the FY 2025-26 and 2026-27 to CERSAI as per CERSAI RFP No. \_\_\_\_\_ dated \_\_\_\_\_

#### 1. Disclosure of Confidential Information

CERSAI may disclose to SERVICE PROVIDER, 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

SERVICE PROVIDER will use the Confidential Information solely in furtherance of the actual or potential business relationship between the parties. SERVICE PROVIDER 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. SERVICE PROVIDER 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, SERVICE PROVIDER shall inform them of the confidential nature of the information and shall provide individual confidentiality agreement signed by each Representative deployed on the project. SERVICE PROVIDER 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. SERVICE PROVIDER and its Representatives will immediately notify CERSAI of any use or disclosure of the Confidential Information that is not authorized by this Agreement. SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER prior to disclosure by CERSAI; (c) was independently developed by SERVICE PROVIDER 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 SERVICE PROVIDER 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, SERVICE PROVIDER 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 SERVICE PROVIDER or its Representatives containing or reflecting any Confidential Information. SERVICE PROVIDER 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.

SERVICE PROVIDER agrees that the breach of the provisions of this Agreement by SERVICE PROVIDER 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. SERVICE PROVIDER 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.

SERVICE PROVIDER 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 SERVICE PROVIDER contract.

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

**Signed for and on behalf of SERVICE PROVIDER**

WITNESS 1

WITNESS 2

## Form A.18: DECLARATION

I/We, /the Partner/Partners of ..... chartered Accountants do hereby jointly & severely verify and declare

1. That the particulars given are complete and correct and that if any of the statements made or the information so furnished in the application form is later found incorrect or false or there has been suppression of material information, the firm would not only stand disqualified from empanelment/allotment of assignment for 3 years but would be liable for disciplinary action under the Chartered Accountants Act, 1949 as amended from time to time and regulations framed there under.
2. That the Firm or partners has not been debarred by ICAI during the last three years (if so, give details).
3. That Individually we are not engaged in practice otherwise or in any other activity which would be deemed to be in practice under section 2(2) of the Chartered Accountants Act, 1949.
4. That constitution of the firm as shown in the Proposal is same as that in ICAI records.

For,

Signature

Place:

Date:

## Form A.19: Declaration on Principal Place of Business

I/We, /the Partner/Partners of ..... chartered Accountants do hereby jointly & severally verify and declare that our firm, M/s. \_\_\_\_\_ are based in Delhi/Delhi NCR and has its principal place of business in Delhi/Delhi NCR.

Further, we undertake that the Internal Audit assignment, if given shall be conducted/completed by the employees/staff based in Delhi/Delhi NCR.

For,

Signature

Place:

Date:

## Form A.20: Compliance Statement Declaration

### COMPLIANCE STATEMENT DECLARATION

We hereby undertake and agree to abide by all the terms and conditions stipulated by CERSAI in this RFP including all addendum, corrigendum etc.

#### **Authorized Signatories**

**(Name & Designation, seal of the company)**

**Date:**