



REQUEST FOR PROPOSAL

For Engagement of Professional Chartered
Accountant (CA) Firms



FEBRUARY 8, 2024
GOVERNMENT OF INDIA
Serious Fraud Investigation Office (SFIO)

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DISCLAIMER

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

Section 1

To

..... 2024

As Per Enclosed List

Letter of Invitation

M/s _____

Please refer to the willingness for empanelment as CA firm with SFIO and consequent empanelment with SFIO as communicated to your good self.

SFIO is investigating into the affairs of -----& ----- other entities .

The objective of this LOI is to engage a professional Chartered Accountant firm (hereinafter referred to be referred as CA firm or CA Firm or Applicant) at SFIO, having experienced resources and requisite expertise for performing various specialised activities such as interpretation of financial statements, analysis of financial data, identification and establishing fraudulent activities committed by the Companies under investigation(CUI) and unearthing unlawful assets generated by the fraudulent activities in a time bound manner with a specific focus on meaningfully assisting the investigation unit. Engaged CA firm will be expected to deploy its resources at SFIO premises to work with investigation unit as a team and deliver the desired output.

1.1. Terms of Reference: As per annexure

1.2. Method of Selection

The CA Firm will be selected on the basis of Quality and Cost Based Selection (QCBS).

1.3. Tentative schedule for selection process

SFIO will endeavor to follow the schedule as given below:

SNo	Description	Date
1	Date of issue of LOI	20.03.2024
2	Last date for receiving queries/requests for clarifications.	26.03.2024
3	Pre-Bid Meeting	27.03.2024
4	SFIO response to queries/requests for clarifications	27.03.2024
5	Last Date for Submission of Proposal/Bids	Date:10.04.2024 Time: 04:00 PM
6	Presentation by CA Firms fulfilling the Minimum Eligibility Criteria	10.04.2024
7	Opening of Financial bids	12.04.2024
8	Issue of Work Order	15.04.2024

1.4. Submission of Proposal

Duly completed proposal, as per the proforma enclosed may be submitted at following address:

**Serious Fraud Investigation Office,
Ministry of Corporate Affairs
SFIO, No 29, Rajaji Salai, Ground Floor, Corporate Bhawan Chennai 600001**

Soft Copy of the proposal may be submitted at following email IDs:

- i. prabhu.k@sfio.nic.in
- ii. arun.meganathan@gov.in
- iii. ro-chennai@sfio.nic.in

All clarifications/ corrigendum will be advised through email.

Sd/-
Additional Director, SFIO
Unit- VI

Section 2

Procedure for Submission of Proposal

2.1 Introduction

2.1.1 The SFIO proposes to select a CA Firm in accordance with the method of selection specified in this document. The selection of CA Firm shall be on the basis of an evaluation by SFIO through the selection process specified in this RFP (**‘Selection Process’**). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that SFIO’s decisions are final without any right of appeal whatsoever.

2.1.2 The Applicants are invited to submit Technical and Financial Proposals (collectively called as **‘Proposal’**), as specified in the Data Sheet, for the services required for the Assignment. The Applicant shall submit the Proposal in the form and manner specified in this RFP, in relevant sections herewith.

2.1.3 The Proposal will form the basis for grant of work order to the selected CA Firm. The CA Firm shall carry out the assignment in accordance with the Terms of Reference prescribed in this RFP (**‘TOR’**).

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

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

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

(i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing the work order in question;

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

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

2.1.8 Non-disclosure Agreement:

- (i). The selected CA Firm shall be required to sign a Non-Disclosure Agreement (NDA), as per Form 4 F, with SFIO within 5 working days of being awarded the work.
- (ii). The selected bidder must understand and agree that all materials and information marked and identified by SFIO as ‘Confidential’ are valuable assets of SFIO and are to be considered SFIO's proprietary information and property. The selected bidder will treat all confidential materials and information provided by SFIO with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. The selected bidder will not use or disclose any materials or information provided by SFIO without SFIO's prior written approval.
- (iii). The selected bidder may disclose confidential information in the following circumstances:
 - a. With the prior written consent of SFIO;
 - b. To a member of selected bidder's team (“Authorized person”) if the authorized person needs the confidential information for performance of obligations under the TOR; and the Authorized Person is aware of the confidentiality of such information. Ensuring confidentiality by team members will be the responsibility of the CA firm; and
 - c. To Government or statutory body for audit or any other purpose as directed by SFIO.
- (iv). In the event the selected bidder is required by judicial or administrative process, to disclose any information or material which is deemed to be confidential under the contract, the selected bidder shall promptly notify SFIO, and if SFIO deems fit, co-operate with SFIO to challenge such process before making disclosure.
- (v). The selected bidder shall be liable to fully recompense SFIO for any loss of revenue arising from breach of confidentiality. SFIO reserves the right to adopt legal proceedings, civil or criminal, against the selected bidder in relation to a dispute arising out of breach of obligation by selected bidder under this Clause.
- (vi). The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this tender.

2.1.9 Termination of Assignment: SFIO will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the SFIO will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant, the SFIO will forfeit the performance security of the Applicant.

2.1.10 The Applicant shall submit his proposal in two covers containing Technical Proposal and Financial Proposal respectively. The submissions for Technical Proposal shall be evaluated first as specified in this RFP. Based on this technical evaluation, a list of Applicants fulfilling the minimum eligibility criteria shall be prepared and the Financial Proposals of these Applicants will be opened.

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

2.1.12 Right to Reject any or all Proposals:

(i) Notwithstanding anything contained in this RFP, the SFIO reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

(ii) Without prejudice to the generality of above, the SFIO reserves the right to reject any Proposal if:

a) At any time, a material misrepresentation is made or discovered, or b) The Applicant does not provide, within the time specified by the SFIO, the supplemental information sought by the SFIO for evaluation of the Proposal.

(iii) Such misrepresentation/improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the SFIO reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the SFIO, including annulment of the Selection Process.

2.1.12 Acknowledgement by Applicant:

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

(ii) The SFIO shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the SFIO.

2.2 Clarification and Amendment of RFP Documents

Applicants may seek clarification on this RFP document, within seven (7) days in this RFP document. Any request for clarification must be sent by standard electronic means (PDF or word file) at prabhu.k@sfio.nic.in , arun.meganathan@gov.in & ro-chennai@sfio.nic.in. SFIO will endeavour to respond to the queries prior to the Proposal Due Date.

2.2.1 At any time before the submission of Proposals, the SFIO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the SFIO may at its discretion extend the Proposal Due Date.

2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid meeting should inform SFIO beforehand in writing and email. The maximum number of participants from an applicant, who choose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall

accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Preparation of Proposal

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

2.3.2 In preparing their Proposal, Applicants are expected to thoroughly examine the RFP document.

2.3.3 The technical proposal should provide the documents as prescribed Form 4, along with photocopy of PAN Card and latest income-tax return. No information related to financial proposal should be provided in the technical proposal.

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

2.3.5 The Proposals must be duly signed by the Authorized Signatory of the applicant CA firm.

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

2.3.7 **Financial Proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following: (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding Goods and Services tax (GST), shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

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

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

2.4 Submission, Receipt and Opening of Proposals

2.4.1 The Applicant shall submit his proposal in two covers containing Technical Proposal and Financial Proposal respectively. The Applicant shall superscribe the envelopes containing the Technical Proposal and Financial Proposal as “Technical Proposal for Engagement of CA Firms at SFIO” and “Financial Proposal for Engagement of CA Firms at SFIO” respectively.

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

2.4.3 The RFP details containing the Technical and Financial Proposals shall remain sealed.

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

2.5 Performance Security

2.5.1 Performance Security equivalent to 10 (ten) percent of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in the form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by SFIO until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the successful completion of the assignment.

2.5.2 If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment before completion by the Applicant or in case of non-delivery of deliverables as detailed in the ‘Scope of Work’ to the satisfaction of SFIO, the SFIO will forfeit the performance security of the Applicant.

Section 3
Bid Evaluation Criteria and Selection Procedure

3.1 Proposal Evaluation

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

Technical Proposal

(i) the Technical Proposal is received in the form specified in this RFP; (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof; (iii) it does not contain any condition or qualification; and (iv) it is not non-responsive in terms hereof.

Financial Proposal

(i) The Financial Proposal is received in the form specified in this RFP; (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof; (iii) it does not contain any condition or qualification; and (iv) It is not non-responsive in terms hereof.

The SFIO reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal will be entertained by the SFIO in respect of such Proposals. However, SFIO reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The SFIO will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

3.2 Minimum Eligibility criteria

Table-1

Sno	Parameter	Minimum Eligibility Criteria
1	Experience of CA Firm in Similar completed Projects for Govt./ PSU Banks	01 Project
2	Qualification of Proposed Team Leader	FCA
3	Experience of Proposed Team Leader in Similar completed Projects for Govt./ PSU Banks	05 years
4	Qualification of Proposed Team Member	CA
5	Experience of proposed Team Member	3 years

Applicants not fulfilling any of the minimum eligibility criteria, will not be considered for further technical and financial evaluation.

3.3 Self-Certified Documentary Evidence to be submitted in support of Eligibility

To demonstrate eligibility as well as other aspects to be scored against in the Technical Criteria related to experience, the bidder needs to submit copy of Contract / Work Orders along with completion certificate indicating the details of previous assignment completed, SFIO, value of assignment / assignment in process date and year of award. The authorized signatory of the CA firm shall self-certify if the firm has done assignments based on Non-Disclosure Agreements. In such cases, the bidder must provide broad details of the assignment for the evaluation committee to ascertain the relevance.

3.4 Technical Bid Evaluation

3.4.1 The evaluation committee ("Evaluation Committee") will carry out the technical evaluation of proposals, fulfilling the minimum eligibility criteria, on the basis of the following evaluation criteria and weightage. Each evaluated proposal will be awarded a score vis-à-vis each technical parameter as detailed in **Table- 2**:

Table-2

#	Parameters (Indicative; may be fine-tuned as per requirement)	Max. Marks	Sub-parameter and Marks	
1	Experience of CA Firm Total number of completed assignments during eight (8) financial years in similar assignments for Govt./ PSU Banks e.g. Forensic Audit/analysis, Analysis of Financial Statements, analysis of tally/SAP data, analysis of digital data etc.	10	Number of Assignments	Marks
			> up to 3	2
			>3 to 7	4
			>7 to 10	7
> 10	10			
2	Experience of Proposed Team Leader Total experience of CA as team leader/member in similar completed assignments for Govt./ PSU Banks e.g. Forensic Audit/analysis, Analysis of Financial Statements, analysis of tally/SAP data, analysis of digital data etc.	20	Number of Assignments	Marks
			>1 to 3	5
			>3 to 5	12
			>5 to 7	15
> 7	20			
3	Experience of Proposed Team Member(s) Total experience of CA in similar assignments for Govt./ PSU Banks e.g. Forensic Audit/analysis, Analysis of Financial Statements, analysis of tally/SAP data, analysis of digital data etc. (In case of >1 team member, total number of assignments completed by the team will be considered for calculation of marks)	30	Number of Assignments	Marks
			>1 to 3	10
			>3 to 5	15
			>5 to 7	22
> 7	30			
4	Presentation by applicant covering:	40	Marks will be awarded by Evaluation committee, at its sole discretion based on	

#	Parameters (Indicative; may be fine-tuned as per requirement)	Max. Marks	Sub-parameter and Marks
	a) Methodology to be adopted b) Quality of Resources proposed to be deployed for the project		the contents, quality and suitability of presentation.
Total		100	

Note: Applicant CA firm may have to deploy proposed team leader and team, fully/partially as per requirement of investigation team, at the office of SFIO for close coordination with the investigation team and facilitate day to day interaction. Decision in this regard will be taken by the investigation team at its sole discretion. Once communicated, it will be binding of the selected CA firm.

3.4.2 Calculation of Technical Score (TS): The bidder who secures maximum marks shall be given a technical score of 100. The technical scores of other Bidders for the assignment shall be computed as follows:

$$\text{Technical score (TS) of bidder A} = 100 \times \frac{\text{Marks secured by bidder A}}{\text{Highest Marks secured}}$$

Illustration: Suppose Bidder A, B and C scores 90, 80 and 70 marks. Their technical scores (TS) will be calculated as under:

Table-3

Bidder A	100X 90/90 = 100
Bidder B	100X 80/90 = 88.88
Bidder C	100X 70/90 = 77.78

As illustrated in Table-3, technical scores (TS) of Bidder A,B and C will be 100, 88.88 and 77.78 respectively.

3.5 Financial Bid Evaluation

3.5.1 Following are to be noted for financial bids:

- The financial bid shall be a lump sum bid inclusive of all expenses.
- Applicable GST will be reimbursed on actual
- The Financial proposals shall be evaluated on the basis of total lump sum charges offered by the bidder. Any monetary figure in decimal shall be rounded off to the nearest INR. GST is excluded.
- In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

3.5.2 Calculation of Financial Score (FS): Bidder submitting the lowest financial bid (Lowest Quote in INR) will be given a financial score of 100. The financial scores of other bidders for the assignment shall be computed as follows:

$$\text{Financial Score (FS) of bidder A} = 100 \times \frac{\text{Lowest Quote in INR}}{\text{Lowest Quote in INR}}$$

Illustration: Suppose Bidder A, B and C quotes Rs. 8500, 8000 and 7000 for the assignment. Their financial scores (FS) will be calculated as under:

Table-4

Bidder A	$100 \times 7000 / 8500 = 82.35$
Bidder B	$100 \times 7000 / 8000 = 87.50$
Bidder C	$100 \times 7000 / 7000 = 100$

As illustrated in Table-4, financial scores (FS) of Bidder A,B and C will be 82.35, 87.50 and 100 respectively.

3.6 Composite Bid Evaluation and Contract Award

3.6.1 **Weightage for technical and financial Scores:** Bids will be evaluated as per Quality and Cost Based Selection (QCBS) System. The weightage for technical and financial scores will be 70% and 30% respectively.

3.6.2 Calculation of Combined Score (CS):

A combined score will be calculated as under:

$$CS = 70\% * TS + 30\% * FS$$

Illustration: Suppose Bidder A, B and C quotes Rs. 8500, 8000 and 7000 for the assignment. Their financial scores (FS) will be calculated as under:

Table-5

	TS	Weighted TS (A*70%)	FS	Weighted TS (C*30%)	CS	
	(A)	(B)	(C)	(D)	(B+D)	
Bidder A	100	70.00	82.35	24.71	94.71	H1
Bidder B	88.88	62.22	87.35	26.21	88.42	H2
Bidder C	77.78	54.45	100	30.00	84.45	H3

As illustrated in Table-5, Combined Score (CS) of Bidder A,B and C will be 94.71, 88.42 and 84.45 respectively.

3.6.3 The bidder obtaining the highest Combined Score in evaluation of technical and financial as per para above will be ranked as H-1 bidder. Bidders securing lesser Combined Scores will be ranked as H-2 bidder, H- 3 bidder etc. in the order of their Combined Score. Bidder securing highest Combined Score and ranked H- 1 shall be recommended for award of contract.

3.6.4 SFIO will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract. After issuance of Letter of Award (LoA) of

contract to the Selected Applicant, it shall, within (seven) days of the receipt of LoA, sign and return the LoA to SFIO

3.7 Miscellaneous

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

3.7.2 Government of India reserves the right to make inquiries with any of the Applicants about their previous experience record.

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

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

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

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

3.8 Tentative schedule for selection process: As in the Letter of Invitation

3.8.2 Data Sheet

Table-6

Reference	Description
Validity of the proposal	The applicant shall be valid for 90 (ninety) days from the Proposal Due Date
Clarification	Applicants shall address emails to prabhu.k@sfio.nic.in , arun.meganathan@gov.in & ro-chennai@sfio.nic.in for clarifications
Venue of pre-bid meeting	Serious Fraud Investigation Office, No 29, Rajaji Salai, Ground Floor, Corporate Bhawan Chennai 600001 SFIO, at its discretion, may also decide to conduct pre-bid meeting on Video/Web Conference

Contact Details for Submission of Proposal and any other clarifications	Name: M. Arun Prasad Designation: Deputy Director Address: As above Email: arun.meganathan@gov.in Phone: 044-25270048/29550310
Cost of Application	NIL

Section 4
Standard Forms

1	Form 4A	Proposal Submission Form
2	Form 4B	Self-certification of Minimum Eligibility Criteria
3	Form 4C	Approach and Methodology: Contents of earlier works
4	Form 4D	Technical Proposal Form
5	Form 4E	Financial Proposal Form
6	Form 4F	Form of Bank Guarantee for Performance Security
7	Form 4G	Non-disclosure Agreement

Form 4A
Proposal Submission Form

[Location, Date]

Serious Fraud Investigation Office,
Ministry of Corporate Affairs,

RFP Dated : Engagement of Professional CA Firm

Dear Sir,

With reference to your RFP Document dated [.], We, having examined all relevant documents and understood their contents, hereby submit our Proposal for engagement as CA firm for performing the activities detailed in ‘Scope of Work’ in Section 5. The Proposal is unconditional and unqualified. This statement is made for the express purpose of engagement of CA firm for the aforesaid Project

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

3. We understand you are not bound to accept any Proposal you receive. This Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

Further:

4. We acknowledge that SFIO will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the CA firm, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals

5. We shall make available to SFIO any additional information it may deem necessary or required for supplementing or authenticating the Proposal

6. We acknowledge the right of SFIO to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever

7. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part

8. We declare to have:

(a) examined and have no reservations to the RFP, including any Addendum issued by the Authority; We do not have any conflict of interest in accordance with the terms of the RFP

(b) not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with SFIO or any Central or State/UT Government, or any other public sector enterprise or authority; and

(c) taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

9. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select a firm, without incurring any liability to the Applicants

10 We certify that

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

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

(c) no investigation by a regulatory authority is pending either against us or against our affiliates or against our partners or any of our associates/ employees.

11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Government in connection with the selection of a firm or in connection with the selection process itself in respect of the above mentioned Project

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

13. The Technical and Financial Proposal is being submitted in a separate cover. We agree to keep this offer valid for 60 (sixty) days from the last date for submission of Proposal/Bid mentioned in this RFP. We agree and undertake to abide by all the terms and conditions of the RFP Document.

Yours sincerely,

(Signature of Authorized Signatory)

Name & Title of Signatory :

Name of the Firm :

Address :

E-mail :

Telephone :

Fax

(Name and seal of the Applicant)

Form 4B
Self-certification of Minimum Eligibility Criteria

[Location, Date]

Serious Fraud Investigation Office,
Ministry of Corporate Affairs

RFP Dated XX/XX/2021: Engagement of Professional CA Firm
Certificate of Minimum Eligibility

Dear Sir,

With reference to your RFP Document dated XX/XX/2024, we certify that as on date of submission of this proposal we fulfil the minimum eligibility criteria specified in the RFP document. The status against the minimum eligibility criteria is appended below in table

#	Parameter	Minimum Eligibility Criteria	Status as on Date of submission of Proposal
1	Experience of CA Firm in Similar completed Projects for Govt./ PSU Banks	01 Project	
2	Qualification of Proposed Team Leader	FCA	
3	Experience of Proposed Team Leader in Similar completed Projects for Govt./ PSU Banks	05 years	
4	Qualification of Proposed Team Member1	CA	
5	Experience of proposed Team Member1	3 years	

Yours sincerely,

(Signature of Authorized Signatory)

Name & Title of Signatory :

Name of the Firm :

Address :

E-mail :

Telephone :

Fax

(Name and seal of the Applicant)

Approach and Methodology: Contents of earlier works

It will be a free format. However, this aspect would have to be covered in detail in the presentation to be made by the applicant to Evaluation Committee.

Form 4 D
Technical Proposal Form

a) Experience of Applicant CA Firm

Number of Similar completed assignments for Govt./ PSU Banks	
--	--

b) Team Leader

Name	
Date of Birth	
Date of Association with Applicant CA Firm	
Qualification	FCA Date of Passing CA: Date of getting FCA:
Experience of Proposed Team Leader in Similar completed Projects for Govt./ PSU Banks	Assignment-1: Name of Assignment: Name of Govt./ PSU Banks Deptt.: Date of Completion: Assignment -2: Name of Assignment: Name of Govt./ PSU Banks Deptt.: Date of Completion: (All assignments can be added in above format)

c) Team Member (s)

Name	
Date of Birth	
Date of Association with Applicant CA Firm	
Qualification	FCA Date of Passing CA: Date of getting FCA:
Experience of Proposed Team Leader in Similar completed Projects for Govt./ PSU Banks	Assignment -1 : Name of Assignment: Name of Govt./ PSU Banks Deptt.: Date of Completion : Assignment -2 : Name of Assignment: Name of Govt./ PSU Banks Deptt.: Date of Completion : (All assignments can be added in above format)

Form 4 E
Financial Proposal Submission Form
(To be submitted on CA Firm's Letter Head)

[Location, Date]

Serious Fraud Investigation Office,
Ministry of Corporate Affairs,
2nd Floor, Antyodaya Bhawan,
CGO Complex, Lodhi Road,
New Delhi-110003

RFP Dated XX/XX/2021: Engagement of Professional CA Firm

We, the undersigned, a professional CA firm offer to render the services in accordance with your RFP Dated XX/XX/2024 and our Proposal dated XX/XX/2024. Our attached Financial Proposal is for the sum of Rs. [amount(s) in words and figures].

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

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

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

Yours sincerely,

(Signature of Authorized Signatory)

Name & Title of Signatory :

Name of the Firm :

Address :

E-mail :

Telephone :

Fax

(Name and seal of the Applicant)

Form 4F
Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for Issuing Bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of Serious Fraud Investigation Office, Ministry of Corporate Affairs, Government of India (hereinafter referred as “the Client“ which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of the firm] a Chartered Accountant Firm, established under laws of the country and having its registered office at [address] (hereinafter referred to as the “CA Firm“ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of the Client’s Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the CA Firm, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the “Work Order“) and the CA Firm having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

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

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

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

or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the CA Firm and notwithstanding any security or other guarantee that the Client may have in relation to the CA Firm's liabilities.

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

This Guarantee shall not be affected by any change in the constitution or winding up of the CA Firm /the Bank or any absorption, merger or amalgamation of the CA Firm/the bank with any other Person.

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

Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

[Designation]
[With Bank Stamp]

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee. The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India.

Form 4G
Non-disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is made effective from this [day] of [month year] (“Effective Date”) between **Serious Fraud Investigation Office**, Ministry of Corporate Affairs, Government of India, having its Head Office at 2nd Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi - 110003, represented by the Director (hereinafter referred to as “SFIO” or “Disclosing party”, which expression, unless repugnant to the context or meaning thereof, be deemed to include its successors in interest and permitted assigns).

And

"Name of Applicant", CA firm, having ICAI number _____ and having its Registered office at _____ (hereinafter referred to as “Applicant” or “Recipient”).

(SFIO and the Applicant shall be individually referred to hereinafter as a “Party” and collectively as the “Parties”)

WHEREAS, SFIO has engaged _____ for rendering services to units of SFIO during the period commencing from <ddmmy> to signing of final agreements.

WHEREAS, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. The discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the recipient’s end.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure of the Disclosing Party’s Confidential Information.
3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of “Confidential” or other similar designation manifesting intent that the information is confidential (“Confidential Information”).
4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:
 - a. is independently developed by the Recipient; or
 - a. is rightfully received free of restriction from another source having the right to so furnish such information; or

- b. has become generally available to the public; or
- c. at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or
- d. the Non-Disclosing Party agrees in writing to be free of such restrictions; or
- e. is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.

5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party's prior written consent, other than to _____ subcontractors and to each other's employees on a need-to-know basis.

6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.

7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.

8. The validity of this Agreement shall be from the date of its execution by both Parties i.e. [dd.mm.yyyy]. Both the parties shall jointly review this Agreement after signing of applicable final agreements and shall extend as mutually agreed upon by both the parties.

9. The authorized representatives from _____ side shall be –
a. Shri _____

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.

11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorized officers or representatives.

12. The Parties agree that the laws of India, other than its conflict of law's provisions, shall apply in any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

SIGNED for and on behalf of: Serious Fraud Investigation Office	SIGNED for and on behalf of: _____ (Applicant's name)
Signature: Name: Title: (authorized signatory)	Signature: Name: Title: (authorized signatory)
Witness: Signature: Name: Title:	Witness: Signature: Name: Title:

Section 5

Terms of Reference

1. Scope of Work

- a) Analysis of accounting data of the companies under investigation to understand the source and utilization of funds supported by bank statements.
- b) Understanding the business model of the CUIs and identifying the payments/receipts made by unrelated persons to the CUIs
- c) Analysis and Identification of siphoning of funds by the CUIs and the modus operandi utilised.
- d) Whether the internal auditors and statutory auditors followed the relevant guidelines of regulators and prudent accounting standards
- e) Analysing the listing in the Stock Exchange and identification of any frauds perpetrated upon the minority stock holders.
- f) Understanding the cash transactions of the CUIs and determining whether it is commensurate with the Business of the CUIs.
- g) Analysing the quantum of import of Raw Material vis-à-vis the exports of finished goods and the ratio of cost of production versus the profit generated of the CUI
- h) Analysis of profits and losses made by CUIs
- i) Analysis of Books of Accounts of debtors and creditors of CUIs for identifying fraudulent activities, if any
- j) Analysis of the personal accounts of promoters, their family members, their benami's for identifying if there are any diversion/ siphoning of funds from the CUIs.
- k) Understanding credit policy, risk management policy, recovery policy, loan and investment policy of the NBFC
- l) Identification of Lapses on the part of NBFC in disbursement of credit to the debtors and fixing responsibility on the persons charged with oversight and governance.
- m) Assistance in drafting the final investigation report.

2. Project duration

The overall project duration would be **05** months.

3. Deliverables, Timelines and Payment Milestones

S. No.	Deliverables	Timeline	Payment milestones (% of)
1	Point no. a) to d)	T + 1 Month	25%
2	Point no. e) to h)	T + 2 Month	25%
3	Point no. i) to k)	T + 3 Month	25%
4	Point no. l) to m)	T + 4 Month	25%
Total			100%

Note: T is date of commencement of work.

4. Applicant CA firm shall deploy the proposed **two (2)** team members fully at the office of SFIO, Chennai during the period of engagement.
5. The CA firm, engaged in a matter, will be furnishing its report/observations to Inspectors of SFIO, on matters assigned to it, as per the 'Scope of Work', which is in the nature of work of expertise. The report/observations of the CA firm can be tendered by SFIO as evidence in the Court. If required by SFIO or by the Courts/Tribunals, the partners and officials of the CA firm will be required to tender their evidence before the Court of law.

Terms of payment shall be on receipt of pre-receipted invoices in triplicate, complete in all respects along with certificate of milestone completion. Advance payment will **not** be considered. For facilitating Electronic transfer for funds the selected CA firm will be required to indicate the name of the Bank and Branch, account details (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

Section 6
Standard Form of Work Order

Date:

RFP Dated XX/XX/2024: Engagement of Professional CA Firm
Work Order to Undertake [Name of Assignment]

Serious Fraud Investigation Office, Ministry of Corporate Affairs, Government of India, New Delhi-110003, India, (hereinafter referred to as the SFIO) which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) requested M/s [name][address] (hereinafter referred to as the CA firm) to provide certain services on the terms & conditions as defined in the RFP
- b) The CA Firm, having represented to the SFIO that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the SFIO hereto hereby agrees as follows:

1. The documents attached hereto shall be deemed to form **an integral part of this work order** which includes singed copy of bid document along with other communications/clarifications a mutually agreed upon.
2. The CA Firm shall **carry out the Services** in accordance with the provisions of the work order; and the SFIO will make payments to the CA Firm in accordance with the provisions of the work order.
3. This **Work order shall come into effect** on the date the work order is assented to by the CA Firm, or such other date as may be stated. The CA Firm shall commence the Services from any date notified by the SFIO. Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
4. **Modification** of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.
5. Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. **Force Majeure** shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been

expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

6. A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

8. The SFIO may terminate this Work order by serving a written notice of termination to the CA Firm, after the occurrence of any of the events specified in this clause:

(a) if the CA Firm do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the SFIO may have subsequently approved in writing

(b) if, as the result of Force Majeure, the CA Firm are unable to perform a material portion of the Services for a period of not less than fifteen (15) days

(c) within fifteen (15) days, if the CA Firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof

(d) within seven (7) days, if the CA Firm submits to the SFIO a false statement which has a material effect on the rights, obligations or interests of the SFIO. If the CA Firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the SFIO.

(e) within seven (7) days, if the CA Firm, in the judgment of the SFIO has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order

(f) within fifteen (15) days, if the CA Firm become insolvent or bankrupt

(g) if the SFIO, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days decides to terminate this Work order

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

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference

arose, such dispute or difference shall be finally settled by the Director, SFIO whose decision shall be final and binding.

10. Subject to additional provisions, if any, in this work order the CA Firm's **liability** under this Work order shall be as provided by the Applicable Law.

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

12. The **SFIO** will

(a) use its best efforts to ensure that the Government will provide the CA Firm with work permits and such other documents as necessary to enable the CA Firm to perform the Services

(b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services

13. For the purpose of determining the **remuneration due for additional services** as may be agreed under relevant clauses for modification in this work order.

14. The CA Firm shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall **indemnify** the SFIO against any inaccuracy in the work, which might surface during implementation of the project

15. The CA Firm agrees to indemnify and hold harmless the SFIO from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorney's fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the CA Firm of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the CA Firm including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the SFIO; (c) any Services related to or rendered pursuant to the Work order (collectively — Indemnified matter).

As soon as reasonably practicable after the receipt by the SFIO of a notice of the commencement of any action by a third party, the SFIO will notify the CA Firm of the commencement thereof; provided, however, that the omission so to notify shall not relieve the CA Firm from any liability which it may have to the SFIO or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the SFIO may have at common law, in equity or otherwise

16. The CA Firm shall at all times indemnify and keep indemnified the SFIO against any claims/damages etc., of whatsoever nature.

17. Unless otherwise stated, **notices** to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, post, e-mail or facsimile transmission and delivered or transmitted to the Parties at their respective addresses.
