



राष्ट्रीय वित्तीय रिपोर्टिंग प्राधिकरण

**National Financial Reporting Authority**

**National Financial Reporting Authority(NFRA)**

**Request for Proposal for Appointment of CA  
Firms/LLP/Proprietorship for Compilation & Verification of Books  
of Accounts and Taxation Matters of (NFRA)**

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# 1

## INTRODUCTION

- A. National Financial Reporting Authority (NFRA) is statutory body constituted on 1st October 2018 under Section 132 of the Companies Act, 2013. The main objective is to protect public interest and the interests of investors, creditors and others associated with companies or bodies corporate by establishing high quality standards of accounting and auditing, and exercising effective oversight of accounting functions performed by the companies and bodies corporate and auditing functions performed by auditors.
- B. The NFRA Office located at 7th & 8th Floor, Hindustan Times House, 18-20 **Kasturba Gandhi Marg, New Delhi – 110 001 India** seeks to appoint a Chartered Accountant (CA) firm/LLP/Proprietorship for performance of work defined in the later part of this tender document. The appointment of CA firm/ LLP/Proprietorship shall be for three financial years 2023-24, 2024-25 and 2025-26. However, the period of contract may be curtailed / terminated any time before the completion of the specified period, including on the ground of NFRA, not being satisfied with the performance of such firm.
- C. The various crucial dates relating to "Tender for Appointment of Internal Auditor to NFRA" are cited as under:

a	Date of Issue	18 <sup>th</sup> Jan 2024
b	Pre-Bid Meeting Date/Time	29th January 2024 03.00 PM
c	Last Date and time for submission of Tender Document	01 Feb 2024
d	Date and time for opening of Technical Bids engagement	02 Feb 2024
e	Likely date for Award of Contract	Feb-24

- D. NFRA reserves the right to change any date/time mentioned in the schedule above under intimation to all concerned.

## 2. General Terms & Conditions and Disclaimers

A. The interested Chartered Accountant firm/LLP / PROPRIETORSHIP may submit the bid complete in all respects along with Earnest Money Deposit (EMD) of Rs.10,000 (Rs. Ten Thousand Only) and other requisite documents as specified hereinafter at NFRA office

located at 7<sup>th</sup> & 8<sup>th</sup> Floor, Hindustan Times House, 18-20 Kasturba Gandhi Marg, New Delhi – 110001

India 01<sup>st</sup> February up to 1800 Hrs., beyond which the bids shall not be accepted.

B. The Bidder is required to submit two separate sealed envelopes super scribed “Compliance with eligibility criteria” as laid down in Annexure I and second envelope containing financial bid super scribed “Financial Bid”. The financial bid inclusive of taxes, etc., should be submitted as per the format given in Annexure II. Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for Appointment for Compilation & Verification of Books of Accounts and Taxation Matters of (NFRA).NFRA”. Bids received in any manner other than as prescribed above shall be liable to be rejected summarily. The bid in the above-mentioned sealed envelope should be submitted on or before 01<sup>st</sup> February 2024 at 1800 Hrs. at the following address:

To Secretary

National Financial Reporting Authority 7th – 8th Floor ,  
Hindustan Times House

18-20 Kasturba Gandhi Marg ,

New Delhi – 110001 India ,

Contact no. 011-23350013

- C. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand Only), refundable (without interest), should be necessarily accompanied with the Bid in the form of Demand Draft / Pay Order drawn in favour of NFRA, New Delhi, failing which the bid shall be rejected summarily. In the event, the successful bidder fails to sign the agreement with NFRA, subsequent to it being selected; the EMD is liable to be forfeited.
- D. The successful bidder will have to deposit a Performance Security Deposit @10% of the value at which the contract of engagement is finally awarded to the Chartered Accountant firm/LLP / PROPRIETORSHIP appointed by NFRA, within 14 days of award of the contract for engagement. The security deposit shall be in the form of Bank Guarantee/Fixed Deposit Receipt from any Nationalized/ Scheduled Bank drawn in favour of National Financial Reporting Authority, New Delhi having a validity of three months beyond the period of contract of engagement. In case the contract of engagement is further extended beyond the initial period, the Bank Guarantee/Fixed Deposit Receipt will have to be accordingly renewed by the successful bidder. The Performance Security is liable to be invoked/enchased/forfeited at any time without further notice and without prejudice to the other rights of NFRA, on violation of terms of this RFP by the successful bidder.
- E. The conditional bids shall not be considered and will be summarily rejected in the very first instance without any recourse to the bidder.
- F. The Competent Authority of the NFRA reserves the right to annul all bids and cancel the selection process at any time prior to signing of contract or discontinue this tender process, without assigning any reason.
- G. This document does not constitute, nor should it be interpreted as an offer or

invitation for the appointment of the Service Provider. Prospective Bidders are advised to go through the complete tender documents including terms and conditions carefully before applying and understand the eligibility conditions, etc. The bid once submitted shall not be ordinarily permitted to be withdrawn, after the closing date of submission of bids, which shall be at the sole discretion of NFRA.

**H. Existing Auditors of the Companies and Bodies Corporate, wherever applicable, Governed by Rule 3 of the National Financial Reporting Authority, 2018 are restricted to apply**

- I. No binding legal relationship will exist between any of the Respondents and NFRA until execution of a contract of engagement agreement.
- J. A bidder will, by responding to NFRA for RFP, be deemed to have accepted the terms of this document. The term of engagement shall be in accordance with the contract to be entered with the successful bidder.
- K. All entries in the tender form should be legible and filled clearly. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected.
- L. This document is meant to provide information only and upon the express undertaking that recipients will use it only for the purposes set above. No representation of or warranty expressed or implied is or will be made as to the reliability, accuracy, or the competence of any of the information contained herein. It does not purport to be all inclusive or contain all the information regarding the service to be provided or be the basis of the contract of engagement. It shall not be assumed that there shall be no deviation or change in any of the herein mentioned information on roles and responsibilities of service provider. While this document has been prepared in good faith, neither NFRA, nor any of its officers make any representation or warranty or shall have any responsibility or liability whatsoever in

respect of any statements or omissions there from. Any liability is accordingly and expressly disclaimed by NFRA and any of their officers even if any loss or damage is caused by any act or omission on the part of NFRA or any of their officers, whether negligent or otherwise.

- M. By acceptance of this document, the recipient agrees that any information herewith will be superseded by any subsequent written information on the same subject made available to the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent, and they reserve the right, at any time and without advance notice, to change the procedure for the selection of service provider. Accordingly interested recipients should carry out an independent assessment and analysis of the requirement of the information, facts and observation contained therein.
- N. This document has not been filed, registered, or approved in any jurisdiction. Recipients of this document should inform themselves and observe any applicable legal requirement.
- O. This document constitutes no form of commitment on the part of NFRA. Furthermore, this document confers neither the right nor any expectation on any party to participate in the tender process. The bidder is responsible for all acts incurred in connection with participation in this process. This tender does not commit NFRA to award a contract of engagement or to engage in negotiations. The bidder participations in this process may result in NFRA selecting the bidder to engage in further discussions and negotiations towards execution of a contract of engagement. The commencement of such negotiations does not, however signify a commitment by NFRA to execute a contract of engagement or to continue negotiations. The NFRA may terminate negotiations at any time without assigning any reason.
- P. NFRA reserves the right to vary/alter/amend the eligibility criteria for the Chartered Accountant/ firm at any time, in its discretion, before the last date of submission of proposals.

- Q. NFRA reserves the right to accept or reject any proposal and to annul or discontinue the RFP process at any time prior to signing of contract of engagement/agreement with successful bidder without incurring any liability to the affected applicant or applicants or any obligation to inform the affected applicant or applicants on the grounds for NFRA's action.
- R. The appointed Chartered Accountant/ firm shall comply with and abide by such instructions/directions that NFRA may issue from time to time.
- S. To enable easy access and to avoid logistic expenses, the Chartered Accountant firm or LLP / PROPRIETORSHIP should have an office/branch in Delhi/New Delhi or in National Capital Region with partners available.
- T. The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documents received within the stipulated time shall become the property of NFRA and will not be returned.
- V. Once the NFRA notifies the successful bidder that its proposal has been accepted, NFRA shall enter into a separate agreement with the successful bidder and the terms and conditions of provisions of service etc. shall be specified therein.
- W. The bidder shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc., of NFRA.
- X. Any form of canvassing / lobbying / influence / query regarding short listing, status, etc., will be a disqualification. The person(s) signing the bid documents shall preferably initial all pages of the bid.
- Y. Governing Laws/Jurisdiction/Arbitration: Any dispute in relation to the process of selection of the Chartered Accountant firm/LLP / PROPRIETORSHIP under this process shall be subject to the courts at New Delhi only. Any dispute arising post the award of contract of engagement shall be settled in accordance with the terms mentioned therein including by way of arbitration through a sole



arbitrator appointed by mutual agreement between the parties.

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### 3. **SCOPE OF WORK**

- **Compilation & Certification of Books of Accounts**
  - A. Preparing & Finalization of the Annual Accounts of the NFRA comprising of Balance Sheet, Income and Expenditure Statement and Receipt and Payment Accounts as per the prescribed format of Accounts for Central Autonomous Bodies in compliance with Government regulations and ensure that all essential proformas, documents, and statements.
  - B. Verification of financial transactions to ensure adherence to the General Financial Rules (GFR), Accounting Standards, accurate expense classification, proper ledger usage and compliance with various tax regulations, including TDS and GST.
  - C. Ensuring that all the data (i.e. all the vouchers of receipt and payment) are entered into Accounting Software, which is being used for keeping records.
  - D. Passing of year-end adjustment entries required for accrual basis advances and outstanding liability for expenses as well as provision for retirement benefits based on actuarial valuation report and provision for depreciation.
  - E. Identifying prior period income/expenses
  - F. Calculation and Provision of Depreciation in the annual accounts as per the rates adopted by the NFRA.
  - G. Providing all required information and facilitating audit of accounts conducted by CAG, Internal Auditors, and other agencies.
  - H. The firm may also take proactive measures, such as conducting personal visits to the offices to familiarize themselves with the records being maintained. Any identified gaps in the process are to be addressed by the firm.

## Taxation services

- A. Preparation and filing of Annual and Quarterly TDS return (24 Q & 26 Q) required as per provision of the Income Tax Act
- B. Preparation and filing of correction/revised statements, whenever found necessary by NFRA on detection of errors in the data maintained by the NFRA.
- C. Preparation and filing of replies in respect of notices relating to e-TDS returns from Income Tax Department
- D. Generation of TDS certificates in Form 16 and Form 16A from TDS Reconciliation Analysis and Correction Enabling System (TRACES) including computation
- E. Maintaining TDS deduction details, creation of Challans and entry of the deposit details obtained from the bank (Bank Challan Serial Number/Deposit date.
- F. To appear before the income tax authorities for tax assessment proceedings, preparations of draft replies for appeal and filing of the same to the concerned authorities.
- G. Preparation and submission of GST Returns electronically as per statutory requirement.
- H. Computation & filing of monthly GST returns and ensuring accurate & regular filing of returns.
- I. Monthly TDS and GST TDS related work, that includes computation of tax, filing of monthly/ quarterly/ annual returns of TDS and GST TDS.
- J. Advisory on direct and indirect tax as sought by NFRA and Any other matter related to the above work required under the Income Tax Act, 1961.
- K. Providing and advising implementation of all latest amendments through letters periodically and promptly Under GST/income tax.

- L. Income Tax Return for 2023-24 , 2024-25 & 2025-26 of NFRA.

## 4. Selection Criteria

### 4.1 Eligibility Criteria:

- A. The applicant should be a partnership firm/ LLP / PROPRIETORSHIP registered under relevant law, wherever necessary and should have been registered with ICAI and practicing continuously in India for a minimum period of 10 years and engaged in conducting audit for at least a period of five years as on 31.03.2023.
- B. The applicant should be based/ should have a branch/ office in Delhi/ in National Capital Region and should have minimum of 6 partners with at least 3 partners dealing and having expert knowledge and experience in conducting audit with at least 5 years' experience.
- C. The applicant should not have been barred/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Govt/RBI/ICAI/C&AG and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with Governments/RBI/ICAI/C&AG or any other regulatory body.
- D. The applicant should not have income earned as professional fees less Twenty Lakhs each in the financial year 2021-22 and 2022-23. A declaration regarding the same maybe furnished.
- E. The eligibility criterion has to be duly satisfied on the date of submission of bid and not later.

## 4.2 Selection Process

This RFP will be assessed based on selection process in following two phases: -

Phase 1 - Pre-Qualification based on Eligibility criteria

Phase 2 - Financial evaluation.

After the expiry of last date for submission of bids, the bid envelope containing the "compliance with the Eligibility Criteria" in respect of all the bidders shall be opened as per the date and time specified in the tender document. However, the financial bid would be considered only in respect of those Chartered Accountant firm/LLP / PROPRIETORSHIP who satisfy the eligibility criteria. The contract shall be awarded to the Chartered Accountant firm/LLP / PROPRIETORSHIP satisfying all the conditions as laid down under eligibility criteria and submitting the lowest financial bid.

The lowest financial bid shall be decided based on the total bid amount quoted by the bidder as per S.N. 3 of Annexure II.

## 4. Guidelines & Instructions

### A. Letters and Declaration to Accompany Tenders

The bid must be accompanied by a letter on firm's letter head showing the full registered name(s) and registered office address of the bidder. It should be signed by an authorized person of suitable authority to commit the bidders to a binding contract.

### B. Conflict of Interest

Bidders must disclose in their bid details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest. In case the bidders, identify there is no conflict of interest, it shall provide a undertaking stating the same. Where bidders identify any potential conflicts, they should state how they intend to avoid such conflicts. NFRA reserves the right to reject any bid which,

in NFRA's opinion, gives rise, or could potentially give rise to, a conflict of interest including on account of association with any intermediaries registered with NFRA.

### C. Payment

For carrying out the said assignment, the fee is payable to the firm on half yearly basis at the end of the respective half year on submission of bill and internal audit report subject to completion of work and fulfillment of relevant terms and conditions as mentioned in the tender document as also in the contract.

### D. Undertaking from the Chartered Accountant firm/LLP /PROPRIETORSHIP that:

The Chartered Accountant firm/LLP / PROPRIETORSHIP shall give an undertaking to the effect that: -

- There has not been any disciplinary action initiated or contemplated/suspension of practice against the entity or debarment from conducting any activity by ICAI/RBI/C&AG or other regulatory /statutory authority during the last five years.
- None of the partners/employees have been convicted of any offence involving moral turpitude or has been found guilty of any economic offence.
- No appeal/unresolved dispute/suit/case/application has been pending in any court in India regarding the existence of the business/ right to carry on practice of the firm or any of its partners/directors.

## E. Indemnity

The successful bidder shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep NFRA, its members, officers, directors, employees indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the Chartered Accountant firm/LLP / PROPRIETORSHIP or by its staff, agents or sub-contract in relation to the performance or otherwise of the services to be provided under the Contract.

## F. Assigning to Others

The successful bidder shall not, without the prior written consent of NFRA, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the Chartered Accountant firm/LLP / PROPRIETORSHIP, any of its rights or obligations under the Contract of any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by NFRA.

## G. Termination

NFRA may, as its sole discretion and at any time terminate the Contract by giving a month's notice and inform the Chartered Accountant firm/LLP / PROPRIETORSHIP of NFRA's decision by written instruction to that effect. Termination could also take place on such breaches as may be specified in the contract. In the event of the Contract being so terminated, the Chartered Accountant firm/LLP / PROPRIETORSHIP shall take such steps as are necessary to bring the Services to an end, in a cost effective, timely and orderly manner.

### Annexure I Eligibility Criteria

S. No.	Requirement s	Documents to be submitted
1	Should be Chartered Accountant firm registered under Indian Partnership Act, 1932 and registered with Institute of Chartered Accountants of India (ICAI) or LLP / PROPRIETORSHIP registered with Institute of Chartered Accountants of India (ICAI) and practicing in India for a minimum period of 10 years, inter alia engaged in conducting audit for at least a period of five years as on 31.03.2023.	Copy Copy of Registered certificate under Indian Partnership Act, 1932/ registration as LLP / PROPRIETORSHIP along with Self-Attested copy of the registration certificate issued by ICAI
2	Should be based in Delhi or in National Capital Region or should have any branch/office in NCR/Delhi.	Electricity Bill /Registered Lease Deed in the name of the Firm/ the Constitution certificate issued by ICAI to the firm supporting the address at Delhi / New Delhi or in National Capital Region.
	Should have a minimum of six partners with at least	Self-Declaration in the format given as per Annexure III

3	<p>three partners dealing andhaving expert knowledge and experience in conducting audit with at least 5 years' experience.</p>	
4	<p>Should not have been barred/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Govt/RBI/ICAI and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI.</p>	<p>Self-Declaration in the format given as per Annexure III</p>
5	<p>Should not have a turnover less than Rupees Twenty Lakh each in the financial year 2021-22 and 2022-23.</p>	<p>Audited financials for the F.Y.2021-22 and Audited financials for the F.Y.2022-23 or a certificate from an independent Chartered</p>



## **Annexure II**

### **Financial Bid**

(For Appointment of Internal Auditor of NFRA)

The Financial Bid should contain the total cost for the proposed assignment with the break-up of annual professional fees and taxes. NFRA would not be providing or reimbursing any expenditure towards accommodation, local conveyance, air fare or train fare, halting expense, lodging, boarding etc. in connection with carrying out of the assignment.

The format for the Financial Bid is given below:

<b>S.N.</b>	<b>Particulars</b>	<b>Amount (in Rs.)</b>
1	Consolidated Professional Fees for the respective three years i.e. F.Y. 2023-24 , 2024-25 and 2025-26.	
2	Taxes @ %	
3	Total	

Authorized Signatory

Date:

Place:

Name

Designation

# (to be furnished on the letter head of the firm)

Annexure III

Self- Declaration

(to be furnished on the letter head of the firm)

To,

Secretary  
National Financial Reporting Authority  
7th-8th Floor, Hindustan Times House 18-20  
Kasturba Gandhi Marg,  
New Delhi - 110 001  
India,  
Contact: 011-23350013

Dear Sir,

SUBJECT: Application for appointment for compilation &  
Verification of Books of Accounts and Taxation  
Matters

Please find enclosed the bid for consideration of our firm to be appointed for conducting internal audit of National Financial Reporting Authority India (NFRA) for the F.Y. 2023-24, F.Y 2024-25 and F.Y. 2025-26. We agree to undertake the assignments, if given by you, as per the scope of work. We hereby declare that our firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged. We also declare that our firm has not been banned/barred/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Governments/RBI/ICAI/C&AG or any other regulatory body and does not have any disciplinary proceedings pending against it or any of the partners by ICAI/RBI/C&AG or any other regulatory body; and none of the partners have been convicted for commission of any economic offences.

If the aforesaid representation /declaration or information in the annexure is found to be incorrect, we agree that the

NFRA shall be entitled to terminate the agreement, if executed, or initiate suitable action as deemed fit and appropriate by the NFRA, without reference to us. We or our affiliates have, during the last three years, neither failed to perform any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against us or our Affiliates, nor have been

expelled from any project or agreement nor had any agreement terminated for breach by us or our affiliates. The firm has partners (pl specify total no. of partners) with at least three partners conducting audits with at least five years' experience.

Date :

Authorized  
Signatory

Place:

List of Documents enclosed:

( Name )