

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	14-02-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	14-02-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Coal
Department Name/विभाग का नाम	Materials Management
Organisation Name/संगठन का नाम	Coal Mines Provident Fund Organisation (cmpfo)
Office Name/कार्यालय का नाम	Headquarters Office, Dhanbad
Item Category/मद केटेगरी	Custom Bid for Services - CHARTERED ACCOUNTANT
Contract Period/अनुबंध अवधि	2 Year(s) 1 Month(s) 25 Day(s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Estimated Bid Value/अनुमानित बिड मूल्य	3000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	60000

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

COMMISSIONER

Coal Mines Provident Fund Organisation (CMPFO), Headquarters Office, Police Line, Hirapur, Dhanbad- 826001 (JHARKHAND)

(Commissioner)

#### Splitting/विभाजन

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

#### MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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 / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.  
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
3. 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.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

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

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1706595572.pdf](#)

**Instruction To Bidder:**[1706595585.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1706595666.pdf](#)

**Scope of Work:**[1706595672.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1706595684.pdf](#)

**Service Level Agreement (SLA):**[1706595690.pdf](#)

**Payment Terms:**[1706595711.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1706595738.pdf](#)

**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1706595745.pdf](#)

**GEM Availability Report ( GAR):**[1706595769.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1706595801.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1706595807.pdf](#)

**Custom Bid For Services - CHARTERED ACCOUNTANT ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	CHARTERED ACCOUNTANT
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Samiran Das	826001,Office of the Commissioner, Coal Mines Provident Fund Organisation, Opp- Police Line, Hirapur	1	N/A

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

##### 1. Generic

**OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 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

**Registration / Empanelment Requirement:** Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with

ICAI/C&AG

for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of

GFR following a fair, transparent and reasonable procedure.)

#### 4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

COMMISSIONER, COAL MINES PROVIDENT FUND ORGANISATION  
payable at  
DHANBAD

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### **Disclaimer/अस्वीकरण**

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

**---Thank You/धन्यवाद---**

## **A. Disclaimer**

1. This document is being published in connection with the proposed appointment of Chartered Accountant Firm for preparation and finalization of annual accounts of CMPFO.
2. This document does not constitute nor should it be interpreted as an offer or invitation for the appointment of Chartered Accountant Firm described herein.
3. This document is meant to provide information only and upon the express understanding that recipients will use it only for the purpose of furnishing a Proposal for being appointed as a Chartered Accountant Firm for the purpose stated in blow only.
4. CMPFO or any of its respective officers undertake no obligation, among others, to provide the recipient with access to any additional information or to update this document or to correct any inaccuracies therein which may become apparent.
5. CMPFO reserves the right, at any time and without advance notice, to change the procedure for the selection of Chartered Accountant Firm or any part of the interest or terminate negotiations or the due diligence process prior to the signing of any binding agreement.
6. The CMPFO reserves the right to reject any or all proposals or cancel / withdraw the Notice Inviting Tender (NIT) without assigning any reason whatsoever and in such case no intending Applicant shall have any claim arising out of such action. At any time prior to the deadline for submission of proposals, CMPFO may modify for any reason deemed necessary, the NIT by amendment notified on CMPFO's website and such amendment shall be binding on intending Applicants.
7. The recipients of the NIT should carry out an independent assessment and analysis of the requirements for appointment as Chartered Accountant Firm and of the information, facts and observations contained herein.
8. This document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of any applicable legal requirements and conform to the same.
9. This document constitutes no form of commitment on the part of the CMPFO. Furthermore, this document confers neither the right nor an expectation on any party to participate in the proposed Chartered Accountant Firm's appointment process.
10. This document confers neither a right nor an expectation on any party to offer for appointment as Chartered Accountant Firm.
11. CMPFO reserves the right to, not consider for the purpose of qualification, a proposal which is found to be incomplete in content and/or attachments and/or authentication etc. or which is received after the specified date and time, or not delivered as per the specified procedure.
12. When any proposal is submitted pursuant to this NIT, it shall be presumed by CMPFO that the Applicant has fully ascertained and ensured about its eligibility

to act as Chartered Accountant Firm, in the event of it being selected ultimately to act as Chartered Accountant Firm, under the respective governing laws and regulatory regimen, and that there is no statutory or regulatory prohibition or impediment to act as Chartered Accountant Firm to complete the assigned job to CMPFO.

- 13.** Without prejudice to any other rights or remedies available to CMPFO, Chartered Accountant Firm may be disqualified and their proposals rejected for any reason whatsoever including those listed below:
  - 1.13.1. Material misrepresentation by the Applicant in the Proposal.
  - 1.13.2. Failure by the Applicant to provide the information required to be provided in the proposal pursuant to relevant sections of this document.
  - 1.13.3. If information becomes known, after the Applicant has been appointed, which would have entitled CMPFO to reject or disqualify the relevant Chartered Accountant Firm, CMPFO reserves the right to cancel the appointment at the time, or at any time after such information becomes known to CMPFO and no compensation, whatsoever, shall be payable to the Chartered Accountant Firm whose appointment is so cancelled.
  - 1.13.4. Any conviction by a Court of Law or indictment/adverse order by a regulatory authority that casts a doubt on the ability of the applicant to perform duties and responsibility of Chartered Accountant Firm as per this NIT.
- 14.** All proposals and accompanying documents received within the stipulated time will become the property of CMPFO and will not be returned.
- 15.** Reference to any laws/regulations/guidelines in this NIT document is applicable to laws/regulations/guidelines in India.



## **B Introduction**

1. The Coal Mines Provident Fund Organization (CMPFO) is a statutory body under the aegis of the Ministry of Coal (MoC), Government of India. It is one of the oldest provident fund institutions in India. The main objective of the organization is to provide social security to the coal workers.
2. The Coal Mines Provident Funds & Miscellaneous Provisions Act, 1948 was enacted by Parliament and came into force with effect from 3<sup>rd</sup> September 1948. Presently, the following three schemes are in operation under the Act:
  - Coal Mines Provident Fund Scheme, 1948 (CMPF)
  - Coal Mines Pension Scheme, 1998 (CMPS) (replacing the CMFPS 1971)
  - Coal Mines Deposit Linked Insurance Scheme, 1976 (CMDLI)
3. The organization functions under the overall superintendence of the Board of Trustees (BOT), a tripartite body having representations from Central and State Governments, Employers and Employees and is headed by the Secretary Coal as Chairperson.
4. Coal Mines Provident Fund Organisation provides services to nearly 10 lakh coal workers in India through 22 regional offices located in the Dhanbad, Ranchi, Deoghar, Asansol, Kolkata, Margherita, Jabalpur, Nagpur, Talcher, Sambalpur, Bilaspur, Singrauli, Chindwara, Kothagudem, Godavarikhani, Delhi and Hyderabad and headquarters at Dhanbad.
5. Accounts preparation flow in CMPFO shall be as follow :
  - A) At the first instance scheme-wise accounts are prepared at the 22 regional office i.e. transaction executing points.
  - B) Above scheme-wise accounts are then compiled at headquarters level with additional data from headquarters.
  - C) A consolidated accounts at headquarters level merging all the 3 schemes are to be prepared.
  - D) A consolidated account at headquarter level comprising all the 3 schemes are to be prepared.

## **C Terms of Reference**

1. This document is a Notice Inviting Tender (NIT) for the appointment of Chartered Accountant Firm who in turn would assist CMPFO in finalization of annual accounts and other related work of CMPFO". Those Applicants who wish to participate in the selection process must submit their proposals as per the process defined.
2. The appointed Chartered Accountant Firm shall be required to:
  - A) Preparation of regional office-wise accounts on quarterly/half yearly/yearly basis.
  - B) Consolidated accounts and headquarters level for the respective schemes (as per para 2 above).
  - C) Preparation of one consolidated accounts for all the schemes at headquarters level.
  - D) Assistance in preparation of Fixed Assets Register.

- E) Assistance in preparation of Bank Reconciliation Statements.
- F) Compilation of Annual Accounts at Headquarter level yearly.
- G) Any other finance and accounts work required from time to time.

**2. Collection of data/information:**

- A) It will be the responsibility of the appointed Chartered Accountant Firm to collect data from different regional offices as explained above.
- B) The data so collected shall be property of CMPFO and the firm shall hand it over to CMPFO. The firm shall also ensure non use of data for any other purpose except for the assigned task.
- C) The person visits regional office for collection of data shall be entitled to claim TA/DA as per government of India rules applicable to Level – 6 officials.
- D) Prior approval of CMPFO must be obtained for visiting in order to claim TA/DA.
- E) This shall be reimbursable on actual basis in addition to professional fee quoted.

**3. Eligibility Criteria for selection of Chartered Accountant Firm:**

- A) Registered with Institute of Chartered Accountant Firms of India.
- B) Empaneled with C & AG.
- C) Experience of similar work in similar government organization.

## **D Contract Terms**

- a. **Tenure of appointment:** Period of engagement of Chartered Accountant Firm will be 3 years. Tenure will be extendable further on mutually agreed terms subject to approval from competent authority. CMPFO may terminate any point during currency of the contract with the Chartered Accountant Firm in case its services are not found satisfactory upon serving one month notice.
- b. **Duties and responsibilities of the Chartered Accountant Firm:** Please refer Section C.
- c. **Confidentiality:** The Chartered Accountant Firm and it's personnel shall, during the term or after expiration of the Contract,
  - i. Keep confidential and shall not, without the written consent of CMPFO make any use of or divulge to any third party any document, data or other information furnished, received or generated directly or indirectly in connection with the assignment, whether such information has been furnished, received or generated prior to, during or following termination of the Contract.
  - ii. Take necessary steps to ensure confidential handling of all matters pertaining but not limited to documents, reports, plans, methods and any other information developed or acquired by him from CMPFO under the terms of the contract or in performance thereof.
- d. **Force Majeure**
  - i. 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 tender. 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.

- ii. 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. CMPFO will make the payments due for services rendered till the occurrence of force majeure. However, any failure or lapse on the part of the bidder 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 disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
  - iii. In case of a force majeure all parties will 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.
  - iv. Force majeure clause shall mean and be limited to the following in the execution of the work:-
    - 1. War / hostilities
    - 2. Riot or Civil commotion
    - 3. Earth quake, flood, tempest, lightning or other natural physical disaster
    - 4. Restriction imposed by the Government or other statutory bodies in India, which is beyond the control of the selected Chartered Accountant Firm, which prevent or delay the execution of the order by the selected Chartered Accountant Firm.
  - v. The selected Chartered Accountant Firm shall inform CMPFO in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, CMPFO reserve the right to cancel the conditions of empanelment without any obligation to compensate the selected Chartered Accountant Firm in any manner for what so ever reason, subject to the provision of clause mentioned.
  - vi. Notwithstanding above, decision of CMPFO on applicability of Force Majeure shall be final and binding on the Chartered Accountant Firm.
- e. **Applicable Law:** The conditions shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable

legislation and enactment made from time to time concerning such commercial dealings/processing.

**f. Conditions of termination:**

1. The BoT, CMPF has the right to terminate the appointment of the Chartered Accountant Firm with immediate effect under the following circumstances:
  2. The Chartered Accountant Firm is in breach or contravenes the conditions/clauses as specified in the NITFP/ Agreement with the CMPFO;
  3. Any representation, undertaking contained, documents, report, statement relating to the NIT/Agreement or furnished by the Chartered Accountant Firm under or pursuant to the NIT/Agreement are untrue, incomplete, inaccurate and/or incorrect in any respect and any material fact has not been disclosed;
  4. If the Chartered Accountant Firm ceases to be eligible to render its services under any regulation;
  5. Liquidation, dissolution, winding up of the Chartered Accountant Firm under the provisions of Insolvency and Bankruptcy Code;
  6. The Chartered Accountant Firm / its Related Party or their key personnel in office have been found guilty of moral turpitude or convicted of any economic offence or violation of any financial sector laws;
  7. The Chartered Accountant Firm is unable to perform the duties and responsibilities as specified in the NIT / Agreement;
  8. If in the CMPFO's opinion, the performance of the Chartered Accountant Firm is not satisfactory;
  9. If any false declaration or misrepresentation of any information/data or document relating to the NIT or the selection process is found;
  10. For any other reason that CMPFO may deem fit, by giving a notice in writing to the Chartered Accountant Firm.
- ii. The appointment of Chartered Accountant Firm would be terminated at the end of the tenure as specified in the Letter of Appointment unless the term is extended as per clause of this NIT.

**g Dispute Resolution**

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be

attempted to be resolved amicably in accordance with the conciliation procedure.

b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

c) Any dispute or difference or controversy of whatsoever nature between the parties arising under or out of or in relation to the Agreement or its construction, meaning or interpretation and its operation or effect or the breach thereof, if not resolved amicably as envisaged under sub-clause (a) and (b) above, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) and the award made in pursuance thereof shall be binding on the parties