

#### **Limited Tender Document**

#### **Request for Proposal for Appointment of Statutory Auditor of NPS Trust for the** Financial year 2025-26

**National Pension System Trust** B-302, Tower B, 3<sup>rd</sup> Floor, World Trade Centre Building, Nauroji Nagar, New Delhi 110029

Date: 11th September 2025

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# Appointment of empanelled Chartered Accountant Firm for undertaking assignment as Statutory Auditor of NPS Trust for the Financial year 2025-26

The National Pension System Trust (hereinafter referred to as 'NPS Trust') invites commercial bids from empanelled Chartered Accountant Firm(s) (hereinafter referred to as 'CA Firms' or 'Firm') for undertaking assignment as Statutory Auditor of NPS Trust for the Financial year 2025-26.

Proposal Number	NPST-18012/2/2020-FINANCE/2025-26/03
Primary point of contact	Shri Harit Setia
	Deputy General Manager
	Email: harit.setia@npstrust.org.in
	Phone: 011-35655222
	Shri Ganesh Yadav
	Manager, NPS Trust
	Email: ganesh.yadav@npstrust.org.in
Address for	Phone: 011-35655222 B-302, Tower-B, 3rd Floor, World Trade
communication/meetings	Centre, Nauroji Nagar, New Delhi-110029
Last date and time for	16 <sup>th</sup> September 2025 by 18:00 hours
submission of pre-bid queries	20 September 2020 by 10.00 Hours
from bidders to seek	
clarification, on emails	
mentioned in the primary point	
of contact	
Meeting date and time to offer	18 <sup>th</sup> September 2025 at 13:00 hours
response/clarification on pre-	
bid queries	12
Last date and time for	23 <sup>rd</sup> September 2025 at 15:00 hours
submission of the bid	agrid Contambon 2025 at 15:00 hours
Opening of Technical bids Opening of Financial bids of	23 <sup>rd</sup> September 2025 at 17:00 hours  Date of opening commercial bids would be
technically qualified bidders	advised to the technically qualified bidders
technically qualified bidders	after completion of the process of evaluation
	of Technical Bids including presentations by
	the bidders
Result Declaration	After due approval of the competent authority
Venue for pre-bid meeting,	B-302, Tower-B, 3rd Floor, World Trade
opening of bids and results	Centre, Nauroji Nagar, New Delhi-110029
declaration	A representative (maximum 1) of each bidder
	may be present during meetings. However,
	meetings would be conducted even in the
	absence of any or all of the bidders
Tours of A and 1	representatives.
Issuance of Letter of Award	After due approval of the competent authority

Note: In case any of the days mentioned above happens to be declared a holiday, the said event shall be held on the following working day at the same time and venue.

The bid document can be downloaded from the website of NPS Trust <a href="https://www.npstrust.org.in">https://www.npstrust.org.in</a>

Sd/-General Manager National Pension System Trust

# Appointment of Statutory Auditor of NPS Trust for the Financial Year 2025-26

#### 1. INTRODUCTION

NPS Trust, established by Pension Fund Regulatory & Development Authority (hereinafter referred to as 'PFRDA') as per the provisions of the Indian Trusts Act, 1882 takes care of the assets and funds under NPS in the interest of the subscribers. The powers, functions and duties of NPS Trust are laid down under the PFRDA (National Pension System Trust) Regulations, 2015, besides the provisions of the Trust Deed dated 27<sup>th</sup> February 2008.

#### 2. SCOPE OF WORK

The audit shall be carried out on a half yearly basis. The audit of the books of accounts shall be conducted in accordance with the guidelines prescribed by ICAI and shall conform to the requirements of the Income Tax Act, 1961, the Indian Trusts Act, 1882 and any other applicable law for time being in force. The CA firm shall undertake the assignment on its own and not through an associate firm.

The parameters to be covered under the statutory audit of the NPS Trust are:

- 1. Checking of financial transactions to ensure compliances related to General Financial Rules (GFR), Accounting Standards, Correct classification of expenses, use of correct ledger and cost center in accounting, arithmetical accuracy, compliance related to various tax laws such as Income Tax, TDS, etc.
- 2. Finalization, certification of Annual Accounts of NPS Trust i.e. Balance Sheet, Income & Expenditure Account, Receipt & Payment Account and Cash Flow Statement along with relevant Schedules. Though the Management of the Trust is responsible for the preparation of the financial statements, the statutory auditor to ensure their arithmetical and statutory accuracy as well as its presentation in accordance with the accounting standards and issuance of Audit Report thereof.
- 3. Certification on Internal financial control over financial reporting.

- 4. Checking and verification of salary and allowances payment, vouchers/bills related to various vendor payments etc., to ensure correct disbursement, correct deduction of income tax and other statutory dues and also providing consultation towards tax implications thereof.
- 5. Checking and verification of payment of various statutory dues to authorities within prescribed timelines.
- 6. Checking and verification of bank reconciliation statement, advances to suppliers, contractors and employees, release of security deposit and EMD, provisions and investment of surplus funds.
- 7. Verification of the interest accrued and received on the funds parked, in the form of FDR(s) or in any other form with various banks, has been correctly calculated and is properly accounted for.
- 8. Checking and verification of the method of charging depreciation being followed by the Trust and the provision for the same.
- 9. Checking and verification of registers Expenditure, Control, Fixed Assets, reimbursement etc.

#### 3. ELIGIBILITY

All the CA firms emapanelled with NPS Trust and having permanent establishment (HO/Branch) in Delhi/NCR and having turnover of ₹50 lakhs or above during FY2023-24 or FY2024-25, will be eligible to be appointed for the assignment. Firms must submit audited annual accounts in support of turnover of the firm, for FY 2024-25 in absence of annual audited accounts, a certificate along with GST returns will suffice the requirement of supporting.

A Chartered Accountant firm associated with NPS Trust for the Financial Year 2025-26 in the capacity of Taxation consultant or Internal Auditor of NPS Trust and statutory auditors of NPS Trust for FY 2024-25 shall not be eligible for appointment.

List of Empanelled firms has been annexed as Annexure VI of this RfP.

#### 4. PLACE OF SERVICE

Office of NPS Trust at B-302, Tower B, 3<sup>rd</sup> Floor, World Trade Centre, New Delhi-110029 or any other office of NPS Trust in Delhi/NCR.

#### 5. PAYMENT OF FEES

The fees for the assignment will be paid on a half yearly basis to the appointed firm by NPS Trust after receipt of invoice and upon the acceptance of the reports/service by the competent authority of NPS Trust.

No advance will be paid. In event of non-submission or failure to submit the report/provide service as per the requirements listed herein, NPS Trust may pay nil or a lower fee, as the case may be and the decision of NPS Trust in regard thereto, shall be final and binding.

#### 6. ESTIMATED VALUE

The estimated annual fee is ₹ 1,10,000/- plus GST (including out of pocket expenses) for the assignment of Statutory Audit for the FY2025-26 to be carried out on a half yearly basis.

#### 7. BID SUBMISSION

NPS Trust invites tenders in Two Bid System (Technical Bid and Commercial Bid) from the CA firms emapanelled with NPS Trust (Annexure VI) in respect of Appointment of Statutory Auditor of NPS Trust for the Financial year 2025-26

The bid shall be submitted in two sealed envelopes viz., Envelope I for Technical Bid Documents and Envelope II for Commercial Bid Documents. The envelopes will be superscribed as follows:

Envelope I – '**Technical Bid** for Appointment of Statutory Auditor of NPS Trust for Financial Year 2025-26.' The Technical Bid Documents will include duly signed copy of the RfP along with filled and signed Annexure II. Besides above, the Technical Bid will also contain all the supporting documents for information submitted in Annexure II to facilitate evaluation of the bid by NPS Trust. All the documents in the technical bid to be serially numbered.

Envelope II – '**Commercial Bid** for Appointment of Statutory Auditor of NPS Trust for Financial Year 2025-26.' The Commercial Bid Documents will be submitted as per Annexure III.

Envelope III –Both the above sealed envelopes will be placed in another sealed Envelope III and the same shall be superscribed as 'Bid for Appointment of Statutory Auditor of NPS Trust for Financial Year 2025-26.' The Envelope III will also be superscribed with 'Do not Open' and shall be submitted at the following address:

#### The General Manager (Accounts)

National Pension System Trust, B-302, 3rd floor, Tower-B, World Trade Center, Nauroji Nagar, New Delhi -110029

In the event, the Commercial Bid is disclosed along with the Technical Bid Documents, the bid submitted will be liable for disqualification and will not be considered for further evaluation.

The bids shall be submitted by either Registered Post, Speed Post, or by Hand within the timelines as prescribed in this RfP. Bids received in any manner or mode other than as prescribed above, shall be liable to be rejected summarily and the decision of NPS Trust shall be final, conclusive and binding. NPS Trust will not be responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays. In case the bidder intends to be

present at the time of opening of bids, they may do so under prior intimation to NPS Trust. Authorised representative has to produce authorisation letter over letter head of bidding firm at the time of bid opening.

Terms and conditions of the RfP are enclosed at Annexure-I. All annexures annexed to this RfP, except the list of empanelled firms, are forming part of this RfP and should be duly signed and submitted along with the technical bid in the respective envelope.

#### 8. EVALUATION PROCESS

Selection of the firm will be Quality based selection on least cost (L1).

## For the purpose of conducting quality based selection following scoring matrix will be considered:

Sl. No.	Criteria	Parameters	Maximum Marks
1	Audit experience	Statutory Audit experience during last five years (till FY 2024-25) of any public financial institutions or public sector banks, public sector insurers or financial regulators/ autonomous bodies enacted by an act of parliament and comes under administrative controls of Ministry of Finance. (2 Marks for each assignment for a year)	40
2	Total number of partners	2 points each for first 5 partner, subsequent 1 point for each partner, 6 <sup>th</sup> partner onwards	20
3	FCA Partners in the firm	2.5 points each for the first 5 partners and subsequent 2 points for each partner from 6th partner onwards.	30
4	Total number of entities as enumerated in point 1 audited (statutory audit) by the firm	0.50 Marks for each entity	10

Note: For technical evaluation, firm has to submit details for technical evaluation in the Information Sheet annexed in Annexure II.

- i. The score of the bidder, as per the documents submitted, shall be allotted by NPS Trust and the decision of NPS Trust will be final and binding.
- ii. Amongst the firms submitting proposals, the commercial bid will be opened of Top 10 firms in terms of technical scores as per the technical evaluation matrix. The commercial bid of the remaining firms will be returned unopened.

#### **Final Selection (Phase 2)**

Final Selection will be based on least cost method (L1), amongst the quality based top 10 ranked firms. The lowest commercial bid quoted by any qualifying firm will be considered as L1 and said firm shall be selected. Proposal quoting unreasonably lower than estimated cost may be rejected, if found unviable.

In case two or more bidders have quoted lowest quote, (L1) in that case, the bidder having higher audit experience without capping shall be awarded the proposal.

Yours sincerely

Sd/-General Manager National Pension System Trust

Encl: As stated above

#### **Terms and Conditions**

- 1. The initial period of the award of work shall be one (1) year, which after the review of performance and other conditions, may be further extended beyond the initial period for a period of one year and it may be further reviewed thereafter, subject to the requirement and decision of NPS Trust, or may even be terminated before the specified period of one year or the extended period, as the case may be on the ground, including but not limited to, NPS Trust not being satisfied with the performance of the firm.
- 2. In the event of inadequate response to the RfP, NPS Trust reserves the right to award the work as it may consider appropriate.
- 3. The selected bidder at all times will comply with the code of conduct prescribed by the Institute of Chartered Accountants of India.
- 4. The selected bidder may be called to attend the meetings with the management of NPS Trust, Board of Trustees or any committee thereof and no separate fees or expenses will be paid in this regard. If the selected bidder is called to attend the meetings in person outside Delhi/NCR, fare of economy class, boarding, lodging and conveyance of not more than two persons will be borne by NPS Trust.
- 5. The Bid submitted/uploaded by the Bidder, as well as all correspondence and documents relating to the Bid will be in English language.
- 6. Conditional and incomplete bids shall not be considered and shall be summarily rejected at the very first instance, without providing any recourse to the bidder, in which event, the decision of NPS Trust shall be final, conclusive and binding.
- 7. The competent authority of NPS Trust reserves the right to annul all the bids received, modify or cancel the selection process, in full or in part, at any time prior to issuing the letter of award of work or discontinue this RfP process, without assigning any reason, in which event, the decision of NPS Trust shall be final, conclusive and binding.
- 8. NPS Trust shall be under no obligation to accept the lowest or any other offer received in response to this RfP document and shall be entitled to reject any or all bids without assigning any reason whatsoever, without any obligation to inform and without incurring any liability to any of the bidders/applicant firms.
- 9. This RfP document neither constitutes nor should be interpreted as an offer or invitation for appointment.
- 10. Prospective bidders are advised to go through the complete RfP document and annexure(s) thereto, including the terms and conditions thereof, carefully before applying. The bid once submitted shall not be ordinarily permitted to be modified, substituted or withdrawn.
- 11. No binding relationship of any nature, whether principal or agent or otherwise shall exist between any of the bidders and NPS Trust until issuance of letter of award of work.

- 12. Submission of bid by the bidder shall mean that they have examined the entire RfP document and annexure(s) thereto and is deemed to possess full knowledge of the scope of work.
- 13. A bidder shall, by responding to NPS Trust under the present RfP document, be deemed to have accepted all the terms and conditions of this RfP document. The terms of engagement shall be in accordance with the Letter of Award and RfP.
- 14. This RfP document is meant to provide information only and upon the express undertaking that recipients shall use it only for the purposes set above. No representation or warranty, expressed or implied, is or shall be made as to the reliability or accuracy of any of the information contained herein, nor shall it create any liability or responsibility on NPS Trust or any of its officers. While this RfP document has been prepared in good faith, neither NPS Trust, 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 made herein. Any liability or responsibility is accordingly and expressly disclaimed by NPS Trust, its officers and Trustees, even if any loss, harm or damage is caused by any act or omission on the part of NPS Trust, its officers and Trustees, whether negligent or otherwise, in respect of the present RfP document.
- 15. The selected bidder(s) should hold NPS Trust's interest paramount and should observe the highest standard of ethics, values, code of conduct, honesty and integrity while discharging its duties under this bid document.
- 16. By acceptance of this RfP document, the bidders agree that any information contained herewith shall be superseded by any subsequent written information on the same subject, made available to the recipient(s), with access to any additional information or update to this RfP document or to correct any inaccuracies herein which may become apparent. Any corrigendum/clarification to the bid document will be made available at the website of NPS Trust.
- 17. For any queries, the prospective bidder(s) may write to NPS Trust at <a href="mailto:ganesh.yadav@npstrust.org.in">ganesh.yadav@npstrust.org.in</a> with subject line "RfP Document Appointment of Statutory Auditor of NPS Trust for Financial Year 2025-26" in the format as given below within 5 days from the date of this bid document. Any change in the terms of this bid document will be communicated to all the bidder(s). Any query received after 5 days will not be considered.

S. No.	RfP Document Page and Clause Query
	number

18. The pre-bid meeting, if required, to be held physically as per details mentioned on page number 3 of the RFP document.

- 19. Any information with respect to corrigendum/clarification to the bid document will also be made available at the website of NPS Trust. The bid document can also be downloaded from the website of NPS Trust at https://www.npstrust.org.in
- 20. In case the bidder is unable to be present physically in the NPS Trust office, online presentation shall be allowed by NPS Trust at its discretion on the specific request of the bidder vide mail <a href="mailto:ganesh.yadav@npstrust.org.in">ganesh.yadav@npstrust.org.in</a>. The mail request should be sent at least 2 days in advance. Any other request received after that shall not be considered.
- 21. In case of any ambiguity, in the interpretation of any of the clauses in bid document, NPS Trust's interpretation of the clauses shall be final, conclusive and binding.
- 22. NPS Trust reserves the right, at any time and without advance notice, to change the procedure for selection of the bidder, at its sole discretion. Accordingly, the interested recipients shall carry out an independent assessment and analysis of the requirements of the information, facts and observations contained herein.
- 23. This RfP document has not been filed, registered or approved in any jurisdiction. Recipients of this RfP document shall be responsible to inform themselves of and observe any applicable legal requirement.
- 24. This RfP document constitutes no form of commitment on the part of NPS Trust. Furthermore, this RfP document neither confers the right nor any expectation on any party whatsoever, to participate in the RfP process. The bidder(s) shall be responsible for all acts incurred or omissions made in connection with participation in this process. This RfP document does not bind NPS Trust to award the work or to engage in negotiations.
- 25. The appointed bidder(s) accepts to comply with and abide by such instructions and directions that NPS Trust may issue from time to time.
- 26. All proposals and accompanying documents received within the stipulated times shall not be allowed to be withdrawn or modified and will become the property of NPS Trust and shall not be returned in any event whatsoever except unopened commercial bids to be returned as explained in Para 8 "Evaluation Process".
- 27. The proposal/ bid shall be valid for a period of 180 days from the date of declaration of results. A proposal/bid valid for a shorter period may be rejected by NPS Trust as non-responsive. In exceptional circumstances or justified reasons, NPS Trust may at its discretion, grant consent for an extension of the validity period. The request and responses shall be in writing.
- 28. The selected bidder(s) shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc. of the NPS Trust in relation to the work undertaken by it. The selected bidder(s) shall not disclose or part with any information relating to NPS Trust and its data to any person or persons or authorities without prior written consent of NPS Trust. Breach of the same will result in termination of the award of work apart from other remedies available to

NPS Trust. In this regard, the bidder will enter into a Non-Disclosure Agreement with NPS Trust which is enclosed as Annexure-V.

- 29. The bidder warrants that:
  - a. All information contained in the bidder's response is true, accurate and complete and not misleading in any way.
  - b. No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the bidder or otherwise involving the bidder which could have an adverse effect on its business, assets or financial condition or upon NPS Trust's reputation if the response is successful.
  - c. The bidder will immediately notify NPS Trust of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the bidder's business, assets or financial condition, NPS Trust's reputation or render the bidder unable to perform its obligations under the policy or have a material adverse effect on the evaluation of the responses by NPS Trust.
- 30. Any form of canvassing / lobbying / influence / query regarding short listing, status, etc. under the present tender, shall be a direct disqualification from the selection process.
- 31. The person signing the bid documents shall affix their initials on all pages of the bid.
- 32. The name, logo, design and other proprietary rights of the NPS Trust are solely the property of NPS Trust and in no case the bidder shall use the same.
- 33. 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. Where bidders identify any potential conflicts, they should state how they intend to avoid such conflicts. NPS Trust reserves the right to reject any bid which, in NPS Trust's opinion, gives rise, or could potentially give rise to, a conflict of interest.
- 34. The successful bidder(s) shall exercise reasonable skill, care and diligence in the performance of the work and indemnify and keep NPS Trust, its trustees, officers, employees etc., indemnified at all times in respect of any loss, damage, harm or claim whatsoever, arising out of or related to any breach of terms & conditions, violation of any law/rule, breach of statutory duty or negligence by the bidder/firm or by its staff, employees, agents or sub-contractors, including indirect, consequential, or incidental losses in relation to the performance or otherwise of the services to be provided under the present RfP and award of work thereto.
- 35. The successful bidder(s) shall not, without the prior written consent of NPS Trust, 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 successful bidders, any of its rights or obligations under present RfP document and award of work thereto or any part, share or interest therein.

- 36. The price quoted shall be all-inclusive and no out of pocket expenses shall be admissible i.e. NPS Trust shall not be providing for or reimbursing any expenditure incurred by the bidder(s) towards accommodation, local conveyance, air fare or train fare, halting expense, lodging, boarding, food etc., if any, in connection with visiting the premises of NPS Trust for the purpose of carrying out the assignment. All costs should be given in both Figures and in Words. No cost escalation will be permitted other than on account of the levy of statutory taxes, if any. Any upward revision in applicable taxes will be borne by NPS Trust and benefit of downward revision of taxes shall be passed by the bidder.
- 37. The technical bid and commercial bids are required to be disclosed in separate envelopes. In the event, the commercial bid is disclosed along with the technical bid, the said bidder will be liable for disqualification from the bidding process by NPS Trust.
- 38. The bidder undertakes that they:
  - i. Will not offer any benefit to the employees of NPS Trust and not commit any offence under the Prevention of Corruption Act, 1988 or the Bharatiya Nyaya Sanhita, 2023.
  - ii. Will not enter into any undisclosed agreement or understanding with the other bidders with respect to the prices, specifications, certifications, subsidiary contracts etc.
  - iii. Have not made any payment to any third party or agent or broker for the purpose of this bid.
  - iv. Have not committed any transgressions over the specified period with any other company in India or abroad that may impinge on the anti-corruption principle.
- 39. The bidder undertakes that they will observe the highest standard of ethics and will not indulge in any of the following prohibited practice either directly or indirectly at any stage during the procurement process or during execution of the resultant contract.
  - i. Corrupt Practices Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
  - ii. Fraudulent Practices Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declarations or providing false

information for participation in this bid process or to secure the bid or to execute the bid.

- iii. Anti-Competitive Practices Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of "The Competition Act 2002" between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial / non-competitive levels.
- iv. Coercive practices Harming or threatening to harm persons or their properties to influence their participation in the procurement process or affect the execution of this contract.
- v. Conflict of Interest Conflict of interest with one or more parties in this bidding process in case of
- a. Controlling partners in common or
- b. Receiving or have received any direct or indirect subsidy / financial stake from any of the other bidders or
- c. Have the same legal representative / agent for the purpose of this bid or
- d. Have business relationships with each other directly or through common third parties that put them in a position to have access to information about or influence the bid of the other bidder or
- e. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the contract that is the subject of the bid or
- f. In case of a holding company having more than one subsidiary / sister concern having common business ownership / management, only one of them can bid. Bidders to declare such sister / common business / management in same / similar line of business
- vi. Obstructive Practices Materially impede the NPS Trust's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering or by concealing of evidence material to the investigation, or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of the matters relevant to the investigation or from pursuing the investigation, or by impeding NPS Trust's rights of audit or access to information.
- 40. The bidder hereby declares the abiding to the code of integrity during submission of the bid. In case of any transgression of this code, the bidders agree to be liable of punitive actions such as cancellation of contract at any stage of the bid or during execution, recovery of payments already made, including advance payments, and disqualification from future participation and blacklisting by NPS Trust.
- 41. All the obligations under the agreement will be performed by the successful bidder and are not permitted to be assigned.

- 42. The bidder in the process of providing the services must comply with all the statutory/regulatory requirements and strict observation of the relevant laws as may be applicable and shall keep NPS Trust and its officers safe and harmless of any legal consequences or claims arising from any third party or otherwise on account of any violation/potential violation on the part of the bidder or any of its employees, agents, servants etc.
- 43. NPS Trust may, at its sole discretion and at any time, terminate the award of work with the successful bidder(s) by giving a month's notice, and inform the bidder(s) of NPS Trust's decision by written instructions to that effect. In the event of termination, the selected bidder(s) shall take such steps as are necessary to bring the services to an end, in a cost effective, timely and orderly manner, without making any claim of whatsoever nature, against NPS Trust or any of its officers, employees, directors etc. In the event of termination, the license/ subscription cost on pro-rata basis will be paid by NPS Trust.
- 44. NPS Trust reserves the right to terminate the present agreement if the bidder fails to deliver the services whether fully or in part as per the scope of RfP by giving 90 days prior notice in writing to the bidder. In the event of such termination, an amount proportionate to the services rendered by the bidder will be paid to the bidder. Further, NPS Trust may get the balance work executed from any other entity. The expenses incurred by NPS Trust in getting the balance work completed from any other entity will be borne by the bidder.
- 45. **Warranties on Termination of agreement**: In the event of termination of this Agreement, the bidder warrants that:
  - i. The bidder will deliver to NPS Trust all work in progress, documents, data, and materials related to the services performed under this Agreement in an organized and usable form within 30 days of termination.
  - ii. It will cooperate with NPS Trust to ensure a smooth transition of work or services to NPS Trust, or any other agency as directed by the NPS Trust.
  - iii. It will provide reasonable assistance and respond to any queries related to the completed work for a period of 3 months after termination or completion, without additional cost to NPS Trust.
- 46. Any failure or delay by selected Bidder(s) in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake, pandemic or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, which effects the performance of the selected bidder, will not amount to non-performance of the assignment. However, the selected bidder will notify within a reasonable time period of the occurrence of a Force Majeure Event. If the Force Majeure prevents or delays performance for over 90 days, NPS Trust will reserve the right to terminate the contract.

47. Governing Laws/Jurisdiction/Arbitration: Any dispute/ difference in relation to the process for selection of the bidder under this RfP document shall be subject to the exclusive jurisdiction of courts at New Delhi only. Any dispute arising post the award of work shall be settled through negotiation, in good faith and using best endeavours. Disputes unresolved, if any, shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator appointed mutually by the parties. The proceedings of arbitration will be conducted at New Delhi and the cost will be borne equally by the parties.

# Information sheet (on the letter head of the Audit Firm)

(This form has two parts i.e. Part A and Part B)

Date:

To

Chief Executive Officer National Pension System Trust B-302, 3<sup>rd</sup> Floor, Tower B, World Trade Center, Nauroji Nagar, New Delhi 110029

We forward our details for your consideration as per the following format, duly completed. We understand that the firm is required to have a permanent establishment in Delhi, in order to be considered for the appointment of Statutory Auditors of National Pension System Trust for the FY 2025-26

Note: 1. please add rows / columns in the tables in this format, if you need.

2. Please use / attach extra sheet, if required.

#### **PART A**

1. Name of the Entity (In Capital Letters)
2. (a) Address of the Entity (H. O.)
2. (b) Address in Delhi/NCR (if H.O. is not in Delhi/NCR)
3. Constitution of Entity
(Partnership/Limited Liability Co etc.)
4. Year of Establishment:
5. Telephone
6. E-Mail
7. Fax
8. Entity Registration No
9. Contact Person details

l)	<b>Mobile No</b>	:						
·)	E-mail ID	:						
)	Fax No	<b>:</b>						
		<b>ne partners as</b> the following for		4.2025 (N	Minimun	n 11)		
Na	me of Partn	er Me	mbershi	ip No.		Year of	Enrolmer	nt
1.04	<b>2025 (Mi</b> n	ne partners wh nimum 4 full-ti	me part		erience of	f a minimu	m of 5 yea	ars as on
	ame of	Total No of Audits	_	ience In entity	In other	r entity(s)	Total Ex	perience
P	artner	Undertaken		Months	Years	Months	Years	Months

a)

Name

NY C.1	Total number	Experience					
Name of the Partner	of Audit Undertaken	This Entity		Other Entities		Total	
Partiler		Year	Month	Year	Month	Year	Month

13. No. of full-time partners who have been in continuous practice with applicant entity for a total of at least 5 years as on 01.04.2025 (Minimum 2 full time partners) (Please give list in the following format)

Name of Partner	Total Continuous Association with entity	of which as partner	of which as Employee	Date of joining the entity	Date of becoming a partner

14. No. of FCA {Fellow member of 'The Institute of Chartered Institute of India' (ICAI)} and have been in continuous practice for five years after enrolment as FCA as on 01.04.2025 (Minimum 1 full time partner)

(Please give list in the following format)

Name of Partner	Date of joining the entity	Date of becoming the FCA

15. Details of Statutory audit experience of any public financial institutions or public sector banks, public sector insurers or financial regulators/ autonomous bodies enacted by an act of parliament and comes under administrative controls of Ministry of Finance as on 01.04.2025 during last 5 financial years (till FY 2024-25)

Sr No	Name of Entity	Nature of Assignment  (Statutory Audit assignments)	Year of Audit/ Assignment	Supporting Document Reference No

(all the documents in the technical bid documents have been serially numbered and reference has been provided of such documents including letters of engagement/appointment letters or other documents while submitting information of statutory audit experience)

- We note that this document does not constitute nor can be interpreted as an offer or invitation for appointment of auditors.
- We also note that this document constitutes no form of commitment on the part of NPST and does not confer any right or expectation on any party to participate in the appointment process.
- NPST may at its discretion defer, postpone, or cancel this process altogether without any liability to any party.
- Dispute, if any, shall be subject to the exclusive jurisdiction of Delhi courts only.

**Authorised Signatory** 

(Name of Signatory with Membership no.) (Name of Audit Firm) (Official Seal of the firm)

#### PART B

Please submit the following Documents along with the proposal: -

- a) Copy of the latest partnership deed/ Memorandum & Articles of Association or any other document evidencing the constitution of the organization
- b) Letter/Communication from ICAI regarding constitution of the Entity.
- c) Letter/Communication from ICAI certifying that no disciplinary case is pending against the Entity/partners.
- d) Self-Declaration for no restriction imposed or proposed on the entity/partners in the past three years by any Financial Sector Regulator or any Government Department or Agencies or any Statutory Bodies.
- e) Letters of engagement/ appointment letters or other documents supporting the audit experience of entities claimed in section A.

Special Note: if some of the documents are not attached or are not applicable then a statement of the reasons there for must be separately attached.

	Declaration	
We, the undersigned, partners of M/s the particulars as given above are as on		do hereby declare that _ and are correct in all respects to the
	20	

best of our knowledge and belief. We hereby declare that no separate application for any of our branches or for associate concern having a common partner / proprietor or in individual name has been made. We undertake that I /we have gone through the Statutory audit scope document provided by NPS Trust.

We hereby declare that audit allotted on the basis of information furnished in the application form will not be accepted and carried out if the entity in whose name of application is made is not in existence at the time of audit.

Name of the Partner	Membership No.	Signature

Date: Place:

**Please note:** Submission of proposal shall in no way be construed as a commitment on the part of the NPS Trust to offer appointment as an auditor. Dispute if any shall be subject to the exclusive jurisdiction of Delhi courts only

(Note: 1. Declaration to be signed by at least 2 partners of which one should be the managing partner (where so designated) or an FCA.

2. The partners signing the form should submit valid authorization on the letterhead of the firm clearly showing that they have been so authorized by the firm to submit the application and evincing their interest to be so considered.)

# COMMERCIAL BID (For Appointment of Statutory Auditor of NPS Trust for FY 2025-26) (on the letter head of the Audit Firm)

The Commercial Bid should contain the total cost for the proposed assignment with break-up of annual professional fees and taxes. The financial quote shall be in Indian rupees. No out-of-pocket expenses shall be admissible i.e. NPS Trust shall not be providing for or reimbursing any expenditure incurred by the firm towards accommodation, local conveyance, air fare or train fare, halting expense, lodging, boarding, food etc. in connection with carrying out the assignment.

The format for the Commercial bid is given below:

Sr. No.	Particulars	Amount (in ₹)
1.	Annual Statutory Audit fee for the financial	
	year 2025-26	
2.	GST @ %	
3.	Total Fees (1+2)	

Date	Signature of Authorised Persor
Place:	
	Name:
	Designation along with Stamp

#### Annexure-IV

# UNDERTAKING/SELF-DECLARATION (on the letter head of the Audit Firm)

General Manager National Pension System Trust B-302, Tower-B, 3rd Floor, World Trade Centre Nauroji Nagar, New Delhi-110029

#### SUBJECT: APPLICATION FOR APPOINTMENT OF EMPANELLED CA FIRM(S) FOR THE APPOINTMENT OF STATUTORY AUDITOR OF NPS TRUST FOR THE FINANCIAL YEAR 2025-26

Dear Sir,

Please find enclosed the bid for consideration of our Chartered Accountant firm to be appointed for undertaking statutory audit of the NPS Trust for FY 2025-26.

We agree to undertake the assignment, if given, as per the scope of work laid down under the tender document. We hereby declare that our firm does not have any pecuniary liability or any claim/disciplinary proceeding /legal proceeding pending against the firm or any other cause which could hamper our ability to render the services to NPS Trust as envisaged.

We also confirm that we have submitted only one application. No additional applications have been submitted in name of self or sister concerns or Associates.

#### We further declared that:

- i. None of the partners/employees have been convicted of any offence involving moral turpitude or has been found guilty of any economic offence.
- ii. No appeal/unresolved dispute/suit/case/application has been pending at any court of law/ Tribunal in India regarding the existence of the business/ right to carry on practice of our firm or any of its partners/directors.
- iii. The firm is not under any 'Liquidation', any 'Court Receivership' or similar proceedings and 'Bankruptcy'.

- iv. The services shall be rendered to the satisfaction of NPS Trust, in the absence of which NPS Trust reserves the right to terminate the assignment without assigning any reason or incurring any liability for payment to the firm.
- v. If the aforesaid representation /declaration or any information is found to be incorrect, false or misleading, we agree that the NPS Trust shall be entitled to terminate the assignment, if awarded to our firm, or initiate suitable action as deemed fit and appropriate by NPS Trust, in accordance with law, without reference to us.

Date (Signature of Partner)
Place:

Full Name: -Designation: -Applicant Firm's official seal

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

#### ANNEXURE-V

### (Non-Disclosure Agreement)

(Between the Bidder and NPS Trust)			
THIS NON-DISCLOSURE AGREEMENT is made on thisday (date) of (Year)			
By and between			
NPS Trust, B-302, Tower B, World Trade Centre, Nauroji Nagar, Delhi 110029 hereinafter referred to as "NPS Trust" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the first part.			
And			
In this Agreement, "NPS Trust" and "Bidder" shall severally be referred to as "Disclosing Party" and collectively as "Disclosing parties".			
In this Agreement, the "NPS Trust" and "Receiving Party" shall be severally referred to as "the Party" and collectively as "the Parties".			
WHEREAS			
A. NPS Trust has vide letter bearing reference no dated appointed the			

Bidder for acting as \_\_\_\_\_ for \_\_\_\_ at NPS Trust period of \_\_\_\_years ("Authorised Purpose").

B. The Authorised Purpose requires disclosure by the Parties to the Receiving Party of information that is deemed Proprietary / Confidential by the "Disclosing Parties". The information shall be disclosed for the Authorised Purpose in accordance with the Trust Deed dated 27.02.2008 read with PFRDA (NPS Trust) Regulations, 2015 and its amendments from time to time along with circulars, guidelines etc.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

#### 1. Confidential Information (Information):

The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with the Authorised Purpose including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property. Results of any audits, tests, analysis, extracts or usages carried out by the Bidder in connection with the Authorised Purpose also be considered Confidential Information.

2. Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Bidder affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with the Authorised Purpose and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- (c) Not to make or retain copy of any details of the information, business or marketing plans, subscriber lists, proposals developed by or originating from NPS Trust or any of the intermediaries under the NPS architecture.
- (d) Not to make or retain copy of any details of results of any audits, tests, analysis, extracts or usages carried out by the Bidder in connection with the Authorised Purpose without the express written consent of NPS Trust.
- (e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the NPS Trust; and
- (f) Return to NPS Trust or destroy at NPS Trust's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of NPS Trust therefor.
- (g) Not to send NPS Trust's information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the NPS Trust.
- (h) The Bidder shall use only the best possible secure methodology to avoid confidentiality breach, while handling board related data for the purpose of storage, processing, transit or analysis including sharing of information with NPS Trust.
- (i) Not to engage or appoint any non-resident/foreigner to undertake any activity related to the Authorised Purpose.
- (j) Not to discuss with any member of public, media, press, or any other person about the nature of arrangement entered between

- the Bidder and NPS Trust or the nature of services to be provided by Bidder to NPS Trust.
- (k) Make sure that all the employees and/or consultants engaged to undertake any exercise on its behalf have signed the mandatory non-disclosure agreement.
- 3. Onus: Bidder shall have the burden of proving that any disclosure or use, inconsistent with the terms and conditions hereof, falls within any of the foregoing exceptions. The obligation to prove that the information is not confidential will also be on the Bidder.
- 4. Permitted disclosure of information: The Bidder shall not disclose at any time to any third party any information pertaining to NPS Trust that he has come across while undertaking this assignment without the prior approval of NPS Trust. The Bidder may share information with Government entities, if mandated, under the law as and when called upon to do so by such agencies with prior written information to NPS Trust.
- 5. Exceptions: The Confidentiality obligations as enumerated in para 2 of this Agreement shall not apply in the following cases:
- i. Which is independently developed by Bidder or lawfully received from another source free of restriction and without breach of this Agreement; or
- ii. After it has become generally available to the public without breach of this Agreement by Bidder; or
- iii. Which at the time of disclosure to Bidder was known to such party free of restriction and evidenced by documents in the possession of such party; or
- iv. Which NPS Trust agrees in writing is free of such restrictions.
- v. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;

- 6. Remedies: Bidder acknowledges that any actual or threatened disclosure or use of the Confidential Information by Bidder would be a breach of this agreement and may cause immediate and irreparable harm to NPS Trust or to its subscribers; Bidder affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by NPS Trust / its subscribers may be impossible to calculate and compensate fully. Therefore, Bidder acknowledges that in the event of such a breach, NPS Trust shall be entitled to specific performance by Bidder of its obligations contained in this Agreement. In addition, Bidder shall compensate NPS Trust for the loss or damages caused to NPS Trust actual and liquidated damages which may be demanded by NPS Trust. Liquidated damages not to exceed the Contract value. Moreover, NPS Trust shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Bidder. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law. at equity, or under this Agreement, subject only to any limitations stated herein.
- 7. Need to Know: Bidder shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of NPS Trust. No information relating to NPS Trust shall be hosted or taken outside the country in any circumstances.
- 8. Intellectual Property Rights Protection: No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by NPS Trust to the Bidder.

- 9. No Conflict: The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 10. Authority: The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 11. Governing Law and Jurisdiction: The Agreement shall be governed by and construed in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction over all disputes arising under or in connection with this Agreement.
- 12. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
- 13. Amendments: No amendment, modification and/or discharge 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 duly authorized officers or representatives.
- 14. Binding Agreement: This Agreement shall be binding upon and ensure the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. Severability: It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

- 16. Waiver: Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 17. Survival: Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
- 18. Non-solicitation. During the term of this Agreement, the Bidder shall not solicit or attempt to solicit NPS Trust's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to NPS Trust with any employee and/or consultant of NPS Trust who has knowledge of the Confidential Information, without the prior written consent of NPS Trust.
- 19. Termination: NPS Trust reserves the right to terminate the present agreement if the Bidder is found in breach of the agreement, without incurring any penalties to NPS Trust.

#### 20. Dispute Resolution:

- i. The parties agree to resolve all disputes, if any, arising under the present agreement, through negotiation, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
- ii. Disputes unresolved, if any, arising between two parties shall be settled by way of arbitration, to be conducted under the provisions of the Arbitration and Conciliation Act, 1996, as amended, by a sole arbitrator to be appointed with the consent of both the parties. The arbitration proceedings shall be conducted at New Delhi only. The cost of arbitration shall be borne equally between the parties. Any further proceedings arising out of or in relation to such arbitration proceedings or any other legal proceedings which either party to this contract may wish to

initiate against the other, shall be instituted subject to exclusive jurisdiction of courts at New Delhi only.
21. Term: This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to
22. Notices: Any notice given under this agreement shall be in writing and may be served through e-mail and by speed post at the addresses of the respective parties as listed below:
National Pension System Trust B-302, Tower B, 3rd Floor, World Trade Centre Nauroji Nagar, New Delhi - 110029
Bidder
23. Miscellaneous: The parties herein shall be additionally bound and shall strictly abide by such directions/notifications/circulars etc. as are issued by PFRDA from time to time, governing or having relevance to the present agreement.
IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.
For & on behalf of Bidder (Name and designation of authorized signatory)

For & on behalf of NPS Trust

.....

(Name and designation of authorized signatory)

# WITNESSES: 1. 2 33

# $\label{eq:limit} \textbf{Annexure VI} \\ \textbf{List of Empanelled Firms with NPS Trust}$

Sl No.	FIRM REGISTRATION NO	FIRM NAME
1	004532S	VARMA & VARMA
2	001420S/S200034	KOMANDOOR & CO LLP
3	101961W/W100036	C N K & ASSOCIATES LLP
4	008773C	SANJEEV OMPRAKASH GARG & CO
5	008567C	PSMG&ASSOCIATES
6	005005C	RAMA K GUPTA & CO
7	016750N	GOYAL PARUL & CO
8	110266W	J SINGH & ASSOCIATES
9	005313C/C400311	S P A R K & ASSOCIATES CHARTERED ACCOUNTANTS LLP
10	011046C	JAIN PARAS BILALA & CO
11	322493E	S GUHA & ASSOCIATES
12	311017E	V SINGHI & ASSOCIATES
13	· '	M K P S & ASSOCIATES LLP
14		J N GUPTA & CO LLP
15	006711N/N500028	T R CHADHA & CO LLP
	322473E	R K P ASSOCIATES
17	304124E	TEJ RAJ & PAL
	002744C	A R & CO S C BAPNA & ASSOCIATES
19	115649W 133288W/W100099	J H S & ASSOCIATES LLP
20	133288W/W100099 114207W	R DEVENDRA KUMAR & ASSOCIATES
22	000018N/N500091	O P BAGLA & CO LLP
	000018N/N500091 000709C/C400277	S L CHHAJED & CO LLP
23	301072E	RAY & RAY
25	110540W	A R SULAKHE & CO
<b>4</b> 5	110540 **	A R DOLLARITE & CO

26	101569W	BORKAR & MUZUMDAR
27	002162S	MURALI & VENKAT
28	116886W	DMKH&CO
29	014455C	MILIND NYATI & CO
30	323575E	NIRUPAM & ASSOCIATES
31	006836C	J K S S & ASSOCIATES
32	000734C	O P TOTLA & CO
33	106041W/W100136	MANUBHAI & SHAH LLP
34	000990N	S RAMANAND AIYAR & CO
35	008744N	G S MATHUR & CO
36	105016W/W100015	A B M & ASSOCIATES LLP
37	024359N	ATN&CO
38	006228C	MAHESH C SOLANKI & CO
39	127544W/W100376	KARMA&COLLP
40	000235N/N500089	S C V & CO LLP
41	306033E/E300272	S K AGRAWAL AND CO CHARTERED ACCOUNTANTS LLP
42	101048W	BATLIBOI & PUROHIT
43	323220E	C K PRUSTY & ASSOCIATES
44	101872W/W100045	CHOKSHI & CHOKSHI LLP
45	000425N	PREM GUPTA & CO
46	002424S	G NATESAN & CO
47	012796C	M A P S S AND COMPANY
48	017220C/E300287	NSHARP&COLLP
49	000129N	JAGDISH CHAND & CO
50	105049W	KHANDELWAL JAIN & CO