

REQUEST FOR PROPOSAL (RFP)

**FOR ENGAGEMENT OF CONSULTANT FOR IMPLEMENTATION OF
GOODS & SERVICES TAX (GST)**



RFP REFERENCE NO: OIC/AC/GST/28.04.2017

THE ORIENTAL INSURANCE COMPANY LIMITED

ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD,

NEW DELHI-110002

CIN: U66010DL1947GOI007158

TELEPHONE NO: 011-43659239

WEBSITE- www.orientalinsurance.org.in

COST OF RFP: Rs.2000 per Application (Inclusive of applicable taxes)

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ENGAGEMENT OF CONSULTANT FOR IMPLEMENTATION OF GOODS AND SERVICE TAX

1. BID DETAILS (RFP REFERENCE NO: OIC/AC/GST/28.04.2017)

RFP REFERENCE	OIC/AC/GST/28.04.2017
NAME OF DEPARTMENT	Accounts
DATE AND TIME OF COMMENCEMENT OF BIDDING PROCESS i.e. POSTING OF TENDER DOCUMENT ON WEB SITE	28.04.2017 4.00P.M.
LAST DATE AND TIME FOR RECEIPT OF QUERIES FOR CLARIFICATION FROM BIDDERS BY E-MAIL	02.05.2017 4.00P.M.
LAST DATE AND TIME FOR ISSUING CLARIFICATIONS TO QUERIES BY EMAIL	06.05.2017 5.00P.M.
LAST DATE AND TIME FOR SUBMISSION OF BIDDING DOCUMENTS INCLUDING TECHNICAL AND FINANCIAL BID	10.05.2017 4.00PM
ADDRESS FOR SUBMISSION OF BIDS	DY.GENERALMANAGER, Accounts Department-2nd Floor THE ORIENTAL INSURANCE COMPANY LIMITED ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI-110002
DATE AND TIME FOR OPENING OF TECHNICAL BID	10.05-2017 5.00PM
PLACE OF OPENING OF TECHNICAL BID & FINANCIAL BIDS	DY.GENERALMANAGER (A/C) THE ORIENTAL INSURANCE COMPANY LIMITED ORIENTAL HOUSE, A-25/27,

	ASAF ALI ROAD, NEW DELHI-110002. TEL. NO.011-43659239
	Representatives of Bidders may be present during opening of Technical Bid however; Technical Bids would be opened even in the absence of any or all of the bidder's representatives. No separate Communication will be sent in this regard.
Purpose	Request for proposal for appointment of Consultant for implementation of Goods and Services Tax Act (GST).
EARNEST MONEY DEPOSIT	Rs.50000/- (Rupees Fifty Thousand only) in the form of Demand Draft in favour of "THE ORIENTAL INSURANCE COMPANY LIMITED" Payable at DELHI. EMD should be enclosed with Technical Bid.
ANNOUNCEMENT OF QUALIFIED TECHNICAL BIDDER AND OPENING OF COMMERCIAL BID	12.05.2017 5.00PM
Email- ID	ajaygupta@orientalinsurance.co.in kgnandakumaran@orientalinsurance.co.in
Website link	www.orientalinsurance.org.in

Note: 1.The bid is not transferable.

2. The above dates are tentative and subject to change without prior notice or Intimation. Bidders should check website www.orientalinsurance.org.in for any changes/addendum to above dates and or any other change to this RFP.

3. If a holiday is declared on any of the date mentioned above, the Bids shall be received /opened on the next working day at the same time and venue specified unless communicated otherwise.

2. DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document/Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of OICL is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which information is provided.

This RFP Document is not an agreement nor it is an offer or invitation by OICL to any party/(ies) other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent information.

OICL and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. The information contained in this RFP document is selective and OICL may in its absolute discretion, but without being under any obligation to do so, update, modify, mend or supplement the information in this RFP Document.

The OICL also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.

The issue of the RFP does not imply that the OICL is bound to select a bidder or to appoint the selected bidder, as the case may be, for the purpose and the Company reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without being liable to any loss that bidder might suffer due to such reason.

The decision of OICL shall be final, conclusive and binding on all parties/bidders directly or indirectly connected with the bidding process.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the company or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in the preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

3. OVERVIEW

Oriental Insurance Insurance Company Limited is one of the leading public sector general insurance companies in India with a network of around 1950 offices consisting of 28 regional offices, 3 Corporate Business units, 353 Divisional offices, Spread all over India along with foreign Business Units in 4 Countries. The company has one fully owned subsidiary and 2 Associate companies. The company offers wide range of products relating to General Insurance both to corporate and retail Customers. The company also provides services to its customers through alternate channels such as online portals, web aggregators etc.

Government of India by 101st amendment to Finance Act has given road map for implementation of Goods and Service Tax. (Empowered Committee of State Finance Ministers had approved Draft CGST Act, SGST Act, UTGST Act and IGST Act in their meetings held upto 31.03.2017.)

OICL being a service provider in general insurance is required to charge relevant tax under GST and comply with the legal Provisions of the Act. In this connection OICL invites Request for Proposal (RFP) from consultants of repute and proven track record for implementation of GST.

4. Purpose

The Company's Service Tax administration is centralised at Head Office. The company invites Request for Proposal (RFP) from consultants of repute and proven track record to assist the implementation and administration of the company's smooth transition into GST administration as detailed in Terms of Reference (TOR). (Please refer pager 14-15).

5. DEFINITIONS

1. Company/OICL shall mean "The Oriental Insurance Company Limited" constituted under the General Insurance Business (Nationalisation) Act, 1972.
2. Units of the Company/OICL shall include all head office departments, regional offices, divisional offices, branch offices, micro offices, subsidiaries, associates and joint venture. The name of the subsidiaries, associates as on 31.03.2017 are given below:

A. Subsidiary -

- 1) ICC Ltd

B. Associates

- 1) Health Insurance TPA of India Ltd
- 2) India International Insurance Pte Ltd., Singapore

3. "Bidder/Applicant/Consultant" means an entity or Firm or association of persons, who is submitting its proposal for providing services to the company in response to this RFP document.
4. "Partner" means a professional sharing profit in a Chartered Accountant firm/legal firm/LLP as defined under Partnership Act, 1932 and/or Limited Liability Partnership Act, 2008.
5. "Personnel/ professional" means full time staff with minimum qualification of Chartered Accountant as per The Chartered Accountants Act, 1949, personnel with legal qualification should have a bachelor degree in law from a recognised university and on the payroll of the bidder.
6. "Proposal/Bid" means the technical proposal and the commercial/financial proposal.
7. "RFP" means this "Request for Proposal" prepared by OICL for the selection of consultant for implementation of GST.
8. Assignment/Job means the work to be performed by the consultant pursuant to the contract.
9. "Terms of Reference/Deliverables" means the scope of work, activities and task to be performed, etc. by the consultant pursuant to the contract.
10. "Contract" means the contract signed by the successful bidder and OICL and all the attached documents and the appendices.
11. "GST" means all four Acts CGST, SGST, UTGST, IGST and any other regulations by Government in relation to GST and rules thereto.
12. "Day" means Calendar Day.

6. BID INVITATION

1) THE PROPOSAL

- 1.1. OICL intends to engage suitable consultant for analyzing and apprising the company by way of a Gap Report with regard to the policies, process, procedures and for developing and implementing GST
- 1.2. OICL invites sealed bids (Technical bid and Commercial bid) in two separate sealed envelopes (one for Technical bid and other for Commercial bid) from eligible private or public limited companies, Limited Liability Partnership (LLP) and partnership firms for assignments of Consultancy on implementation of GST in line with latest GST Acts i.e. CGST, SGST, UTGST, IGST Act and rules made thereunder.
- 1.3. Bidders can depute their representatives to attend the bid opening. The representative has to submit an authority letter in the prescribed format as per Annexure-H duly signed by the bidder, authorizing him to represent and attend bid opening process on behalf of the bidder. The name of the bidders qualified under technical evaluation will be announced only after the evaluation process by the Committee.

7. CONFLICT OF INTEREST

The OICL requires that the consultants provide professional, objective, and impartial advice, and at all times hold the Company's interests paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests and act without any expectation/consideration for award of any future assignment(s) from the Company.

Without limitation on the generality of the foregoing, the consultants and any of their affiliates shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set for below:

i. Conflicting assignment/job: The consultant (including its personnel) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as GST Consultant.

ii. Conflicting relationships : The consultant (including its personnel) having a business or family relationship with a member of OICL's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, may not be awarded a

contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to OICL throughout the selection process and the execution of the contract.

The Applicant(s) has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Company or that may reasonably be perceived as having this effect. If the Applicant fails to disclose such conflicts of interest and if OICL comes to know of such a situation at any time, then OICL reserves the right to disqualify the Applicant during the bidding process or to terminate its contract during the tenure of assignment.

8. BIDDERS ELIGIBILITY CRITERIA

The applicants must fulfil the following eligibility criteria. Proposals of only those applicants who satisfy these conditions will be considered for evaluation process. Applications which do not satisfy the eligibility criteria will be rejected without assigning any reason whatsoever.

8.1

Sl. No	Eligibility Criteria	Document to be enclosed
1.	The Applicant Firm/ bidder must be either a registered CA/ICWA or Law Firm.	Copy of certificate of incorporation / registration and partnership deed/MOA/AOA as the case may be.
2.	The Bidder firm should have experience of at least 10 years in Indirect Tax of India (service tax). Preference will be given to those firms which are dealing at corporate level in service tax matters with General Insurance Companies.	Supported by Information on consulting and auditing business in India or outside India. Viz. assignment/order letters, client Reference etc. Please furnish a list of at least 5 major clients with address and phone numbers.
3.	The Bidder should have at least 6 partners as on 31.03.2017 and having at least 10 full time professionally qualified staff, from Accounting and Legal background. Must be associated with the firm for a period not less than one year as on 31.03.2017.	The list of professionals and their bio-data along with testimonials in support of their professional qualification. Details of persons who will form the team for the proposed assignment is to be submitted in the prescribed format given in annexure C.

4.	The firm should not have been banned/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State govt's/ICAI/ Bar Associations and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI or other authorities.	Self Declaration
5.	The firm should have an average turnover, in last 3 years, of at least Rs.6 crores.	Copy of Audited financial Accounts of the firm and Income Tax Returns for 3 years : 13-14, 14-15 and 15-16.
6.	Applicant Firm should have fully functional Office in Delhi/NCR Region headed by Senior Partner.	Self Declaration with list of offices.
7.	Consultancy to/ advocacy on behalf of any organization such as banks, insurance companies on GST (Desirable eligibility).	List of Clients

The detailed information relating to eligibility and particulars of the bidder is to be given as per Annexure C.

8.2 SELECTION CRITERIA

There will be a two stage bidding process i.e. Technical Bid & Commercial Bid which shall be submitted by the bidder. The Committee for short listing the bidder constituted by the Company shall scrutinize, evaluate the bids on the basis of the evaluation process as mentioned in Point no. 13 of RFP and shortlist the firms and recommend to the CMD(Officiating) of the company for approval of appointment, terms and conditions, fees payable etc. The decision of CMD (Officiating) shall be final, conclusive and binding. The selected Consultant firm shall make a presentation to the Committee.

8.3 BID VALIDITY PERIOD

The proposal will be valid for 90 days after the closing date for submission of bid i.e.10.05.2017. A bid valid for shorter period shall be rejected by OICL as non-responsive. Any decision in this regard by OICL shall be final, conclusive and binding on the bidder.

8.4 Request For Proposal (RFP)

The interested eligible bidder may collect this RFP document from A/C Department located at following address by paying a non refundable fee of Rs.2,000/- (Rupees Two Thousand only) in the form of a Demand Draft/Pay Order issued by a scheduled commercial bank favouring "The Oriental Insurance Company Limited" payable at New Delhi.

THE ORIENTALINSURANCE COMPANY LIMITED
ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD,
NEW DELHI-110002

Alternatively, the RFP document can be downloaded from the company website <http://www.orientalinsurance.org.in> In such a case, the consultant will have to pay along with Technical Bid a non refundable fee of Rs.2,000/- (Rupees Two Thousand only) in the form of a Demand Draft/Pay Order issued by a scheduled commercial bank favouring "The Oriental Insurance Company Limited" payable at New Delhi and **keep the Draft of Rs.2000/- in a separate envelope.**

Bids not accompanied by the Demand Draft/ Pay Order of requisite amount shall be outrightly rejected.

8.5 Submission of Bids

A master cover containing the Technical and Commercial Bid/ Proposal with superscription "RFP- For Appointment of Consultant for implementation of Goods and Service Tax Act (GST). " marked on the top and addressed to the Deputy General Manager – Accounts has to be submitted on or before 10.05.2017 in at the following address:

DEPUTY GENERAL MANAGER
THE ORIENTAL INSURANCE COMPANY LIMITED
ACCOUNTS DEPARTMENT, 2ND FLOOR
ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD,
NEW DELHI-110002

The cost of Tender i.e. DD for Rs.2000/- in case you download the RFP should be kept separately.

The master Cover should contain two separate sealed envelopes. One with superscription "RFP - For appointment of consultant for implementation of Goods and Service Tax Act (GST). - Technical Bid-Tender Reference No - OICL/AC/GST/28.04.2017"

And another sealed envelope with superscription "RFP - For appointment of consultant for implementation of Goods and Service Tax Act (GST). - Commercial Bid- Tender Reference NO- OICL/AC/GST/28.04.2017"

8.6 Under any circumstances, the company shall not consider any request for extension of date for bid submission. The bids received after 04.00PM on 10th May, 2017 will not be accepted under any circumstance. Please note that if sealed cover is found to contain both Technical and Commercial Bid/ Proposal together in single sealed envelope then, that offer will be rejected outright.

8.7 No Bidder/Applicant/Consultant shall submit more than one application for the consultancy.

8.8 The proposal as well as all related correspondence exchanged by the bidder and the company shall be in the English Language.

9. CLARIFICATION & AMENDMENT

Bidders may request for clarification, if any, on or before 2Nd May 2017. Any request for clarification must be sent in writing by paper mail, or electronic mail at address mentioned in this document.

At any time before the submission of proposal, OICL may, at its discretion, amend the RFP including extension of the deadline for the submission of proposals. Any such amendment will be notified on the website <http://www.orientalinsurance.org.in> and will be binding on all the bidders. It may be noted that any such amendment will not be communicated to the bidder individually. Hence interested applicants are advised to frequently visit the website for updating themselves about changes, if any, made in the RFP before the bid submission date.

10. EARNEST MONEY DEPOSIT (EMD)

The bidders shall have to deposit refundable earnest money of Rs.50000/- (Rupees Fifty Thousand only) in the form of Demand Draft favouring "The Oriental Insurance Company Limited" payable at New Delhi and shall form part of the Technical Bid. No interest shall be payable on the Earnest Money Deposit.

EMD should be kept in the envelope containing Technical proposal. The bid, without earnest money deposit would be considered as non-responsive, incomplete and shall be rejected.

Any decision in this regard taken by the company shall be final, conclusive and binding on the bidder.

The earnest money will be refunded to the unsuccessful bidders as early as possible after satisfactory award of the contract to the successful bidder.

The EMD of the selected consultant shall be refunded only after successful completion of one year of contract or expiry of contract whichever is earlier. Selected consultant will have to give an undertaking to maintain confidentiality of the information/documents obtained by them during the course of the implementation of assignment as per Annexure F.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future three RFP's floated by the company.

11. SCOPE OF WORK

Going further, company has to discharge the liability on GST on various supply and receipt of services. For smooth transition to and implementation of GST regime, the company has taken a decision to avail consultancy and advisory services of professionals. This GST implementation is for all the offices of India across India and Head office Departments.

Terms of Reference/ Deliverables are as under:

1) Phase 1 - Scope of the implementation of Goods and Service Tax

- Identify all the business processes/functions that will be affected by the proposed GST Regulation (based on draft model law and business process reports available) and sensitize The Oriental Insurance about GST.
- Impact analysis of GST on all the processes of business conducted by The Oriental Insurance Company Ltd.
- Study the working of Branch office, Divisional office and Head office Departments and if required visit of the offices
- Assist in development of long term strategy and accounting diagnosis about the impact of implementation of GST.
- Study and assess the compatibility and adaptability of the existing software and hardware of the company for smooth implementation of GST and to recommend and finalize necessary changes, if required.
- Recommending a way forward in the implementation of GST in the company, focusing specifically on operational issues, resources requirements and finalization of the Project Management framework.
- Train core team on overview and challenges.
- Preparing a detailed questionnaire listing relevant documents, reports, facts and information required to be kept ready by the company.
- Submit a comprehensive 'Project Report' at the end of Phase 1, to the satisfaction of the company.

2) Phase 2 - Implementation and Transition support

- To ensure that there is a smooth transition from the existing indirect tax regime to the new GST Regime
- Perform a detailed technical assessment of the differences in the company accounting policies, and practices with respect to GST and assist in formulation of GST in our accounting framework.
- Review and modify existing policies, procedures, manuals and reporting packages for the company to incorporate GST.
- Clarification of each and every doubt of the company regarding any provision of GST
- Evaluate system changes - assessment of processes requiring changes- providing input for modification in IT system for GST Implementation
- Assist the company in Dry run of accounting systems and end- to- end reporting process before actual conversion.
- Documenting the entire process of the phase 2

3) Phase 3 - Post Implementation

- To assess the impact of implementation.
- Provide guidance on new items and implement improvements, and suggest system specifications, if any.
- To assist in appropriate compliances under the GST regulations, filing of returns.
- To ensure that immediately following the implementation of GST, every business model, process and accounting/IT systems are fully GST compliant.

Note: The above list is inclusive and not exhaustive i.e. the terms of reference shall include providing professional assistance for all activities required for the implementation and compliance under GST Act and Rules.

12. GENERAL CONDITIONS

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

Two Stage Bidding Process:

The bidder will submit its response to the present RFP separately in two parts - "The Technical Bid" and "The Commercial Bid".

Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information. In the first stage, only the Technical Bids will be opened in the presence of the bidders and evaluated as per the criterion determined by the Company. The company may at its discretion invite the bidders for presentation before the selection committee of the company. Those bidders satisfying the technical requirements as determined by the company shall be short-listed for opening their Commercial Bid.

The evaluation procedures to be adopted in the Technical bidding will be at the sole discretion of OICL and the OICL is not liable to disclose either the criteria or the evaluation report or reasoning to the bidder. The eligible bidder, who would qualify the technical bid as per the eligibility criteria given in point no 13 of RFP would be informed by OICL through e-mail.

The company reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

The cost of bidding and submission of RFP documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the process.

Non transferable bid

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

Format and signing of Bid

Each page of the bid shall be made in the legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

Technical Bid

The Technical Bid should contain the following information:

- a) Covering letter as per Annexure- A.
- b) Proposal form as per Annexure -B of this document.
- c) Bidder firm's profile along with documentary evidence of INDIRECT TAXATION services offered and all relevant enclosures as detailed in Annexure C.
- d) Description of the methodology and work plan for performing the assignment.
- e) List of the key professionals and the support staff for each phase of the assignment.
- f) Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help OICL to assess the capabilities of the consultant.
- g) Demand Draft of Rs. 50,000/- (Rupees Fifty Thousand only) favouring "THE ORIENTAL INSURANCE COMPANY LTD", towards Earnest Money Deposit (EMD).
- h) Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the bid on behalf of the firm.

Note: Technical Bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and be rejected.

Commercial Bid

The Commercial bid should be submitted strictly in the format given by the company as Annexure E of this document along with covering letter as per Annexure D and should not have any deviations, restrictive statements etc. therein otherwise, such bids are liable to be rejected at the sole discretion of the Company. The price shall be quoted in Indian Currency only and shall be all inclusive. No separate fees/reimbursements other than taxes, as applicable, at the time of payment shall be made by the company

.13. Evaluation Criteria

- I. Technical bids will be subjected to following evaluation process. The eligible bidders will be required to give a presentation to the company for technical evaluation.

Sl. No	Criteria Description	Rules for Awarding Points	Max Points
1	Man power and qualifications- No. of partners and qualified FCA/CMA & law graduates Each partner/employee must be associated with firm as on 31.03.2017	Minimum 6 partners (as on 31.03.2017) - Five marks. One mark each for additional partners. Maximum 10 marks. Minimum 10 professionally qualified staff – 5 marks. One mark for each additional qualified staff. Maximum 10 marks.	20
2	No. of years of experience in Indirect Taxation consultancy	20 marks for minimum 10 years. Two marks for each completed additional year. Max 10 marks for additional years of experience.	30
3	Experience in service tax consultancy at corporate level with at least three large institutions having average turnover in last 3 years of Rs. 1000 crores or more.	For fulfilling the base criteria: 5 marks. For each continuous year of engagement as consultant (during last 3 years i.e.01.04.2014 onwards) – 5 marks per year Max.10 marks for addl. Years. General Insurance co. experience for 3 years or more - 5 marks PSU General Insurance co. experience for 3 years or more - 5 marks	25
4	No of professionals to be deployed in this project	• 2 marks for every accounts/legal professional	10

	Accounting/legal Professionals IT Professionals	with Max of 6 marks. • 2 marks for every IT person with max. of 4 marks.	
5	Presentation by bidders and evaluation by Internal committee	Marks to be assigned by an internal committee based on the methodology and work plan ,team composition and presentations	15
	Total		100

DISA/CISA qualified partners/employees on payroll of the firm will be an attraction.

Bidders who score a minimum 70 marks out of 100 marks on the technical evaluation criteria as mentioned above will only be considered. The Commercial bids of the applicants with technical marks less than 70 will not be considered for commercial/financial evaluation.

II. Criterion for evaluation of Commercial bids:

The successful Technical bids will be graded as L1, L2, and L3 etc. where L1 bidder is the one who has submitted the lowest cost proposal.

Clarification of Bids

During evaluation of bids, if found necessary, the company may seek clarification on the bid from the bidder. The request for clarification and the response shall be in writing/ e - mail.

14. Notification of Award

The acceptance of a RFP, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract/ service order at the address supplied by the bidder in the RFP response.

Any change of address of the Bidder, should therefore be promptly communicated to:

DEPUTY GENERAL MANAGER-ACCOUNTS
THE ORIENTAL INSURANCE COMPANY LIMITED
 ACCOUNTS DEPARTMENT -2ND FLOOR
 ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD,
 NEW DELHI-110002

The written offer of contract/ order issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

Signing of Contract/Agreement

The successful bidder/consultant will be required to enter into an Agreement/Contract as per company prescribed format within 7 days from the date of acceptance by the successful bidder of the offer of the OICL. The contract shall be valid up to September 30, 2018 (30/09/2018)

The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder/Consultant shall be forfeited by the company without further notice to the successful bidder/ consultant. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 15 days from the date of execution of the Agreement/Contract will result in termination of the Agreement/contract. In case of termination of the Agreement/Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 days from the date of execution of the agreement, in addition to the termination of the contract, OICL shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the company.

Performance Guarantee by Successful Bidder

On receipt of the order, the successful bidder has to submit a Performance Bank Guarantee for an amount equivalent to 25% of the order, within one week's time, valid up to December, 2018 from the date of acceptance which may be extended with mutual consultation. However, if at any stage it is found that there has been considerable delay in disposing the matters and maintaining the specific timelines, the company shall deduct the 2% of the fee payable as penalty.

Penalty Clause

OICL will reserve the right to deduct from the fee to be paid to the consultant in the event of the following:

Reason	1 st Instance	2 nd Instance	3 rd Instance
Failing to visit our office as and when required by the company.	Caution Note	2%	As decided by the OICL based on materiality.
Inordinate delay in responding to the references made by the OICL	Caution Note	2%	As decided by the OICL based on materiality.

Time period for completion of assignment

The entire assignment has to be completed in accordance with the timeline mentioned below:

Phase - 1 Scope of the implementation of GST	To Be completed by 31-05-2017
Phase -2 Implementation and Transition support, including testing	To Be completed by 30-06-2017
Phase 3 - Post implementation	For a period of one year from the date of implementation or 30-09-2018 whichever is later.

Any extension of the completion date due to unforeseen delays shall be by mutual consent.

If the consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. The OICL reserves its right to cancel the order in the event of delay and **invoke the Bank Guarantee.**

Consultant must provide professional, objective and impartial advice at all times and hold the companies' interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

Payment Terms

The terms of the payment will be as under: No Advance payment Milestones for payment:

Phases	Payment on Completion of Activity	Phase wise payment
Phase 1- Scope of GST	All	20% of Bid Amount
Phase 2- Implementation and Transition support	All	40% of Bid Amount
Phase 3- Post Implementation	Conversion and system reports	40% of Bid Amount

All payments are exclusive of applicable taxes and subject to deduction of TDS as applicable from time to time.

OICL reserves the right to the following:

- a) Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- b) Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated above.
- c) Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d) Extend the time for submission of proposal.
- e) Modify the RFP document, by an amendment that would be notified on the company website.
- f) To independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended implementation of GST services for similar assignment.
- g) Modify the time period for completion of assignment during the execution of assignment if it deems fit.

Other Instructions

- a) The key persons identified for the project should carry out their activities from OICL premises. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the qualification criteria and preferably should have been involved in a similar assignment.
- b) The deployment staff/key persons should consist of CA'S and Legal Professionals.
- c) The consultant selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- d) The Consultant selected for the assignment should treat as confidential all data and information about the company obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data/ information to any other party without the prior written approval of the company.
- e) The proposal should be submitted strictly in the formats provided in this RFP document.
- f) The proposal should be free of overwriting/ corrections/alterations.

- g) The proposals and related Annexure should be signed by the authorized representative/s of the Consultant. The executant's authority to represent and bind the consultation firm must be confirmed by a written authority letter issued by the competent authority of the consultant firm accompanying the proposal.
- h) All bids and supporting documentation shall be submitted in English only.
- i) The OICL will not return the bids/responses to the RFP received. The information provided by the bidder/s to OICL will be held in confidence and will be used for the sole purpose of evaluation of bids.
- j) It is hereby clarified that the bid response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective bid/ response to the RFP void and the same shall be liable to be rejected by OICL without further going into the merits of the RFP. It is also clarified that in case of any difference/change **between** bid/response to the RFP document submitted by the participant and the RFP document maintained by OICL, the RFP document maintained at the OICL would be considered as authentic and binding on the participant.
- k) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders/their representatives, who choose to attend.

Compliance Confirmation

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

15. Undertaking by Consultant

The consultant shall furnish the following undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concerns or our CEO, directors/managers/partners and if it arises we will intimate OICL of the same".

Confidentiality

This document contains confidential and proprietary information of OICL and is not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person.

The consultant selected for the assignment should treat as confidential all data and information about OICL obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data /information to any other party without the prior written approval of OICL. Further, the bidder will be exposed by virtue of the assignment, to the internal business and accounts related information of OICL. Accordingly, the selected bidder will have to sign a legal non-disclosure agreement in the prescribed format.

16. Indemnity

- a) The bidder agrees to indemnify and keep indemnified, defend and hold harmless OICL and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorneys fees), arising before or after completion GST implementation, which result from, arise in connection with or are related in any way to claims by third parties/ regulators, arising out of or in connection with.
- b) The bidder's breach of any of the terms and conditions, representations, warranties specified in the agreement/contract; infringement of Intellectual Property Rights (IPR) of OICL, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- c) For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- d) In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.

The responsibility to indemnify set forth in this clause shall survive the termination of this agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof

17. Termination of Agreement

A suitable clause for termination by giving notice will be incorporated in the final agreement.

The agreement may be cancelled at the Company's discretion on account of following or without assigning any reason:

- a) On refusal to take up the allotted assignment.

- b) If the firm stands dissolved /reconstituted and the name/ style of the firm is changed.
- c) On not abiding by the terms and conditions stipulated in the agreement.
- d) If the performance of the firm is not found satisfactory (viewed as such by the Company's appropriate authority).
- e) Any other reason at the discretion of the Company.

In addition to the cancellation of order, OICL reserves the right to appropriate the damages from the Earnest Money Deposit (EMD) given by the bidder and/or foreclose the Bank guarantee given by the bidder. In such event the order shall be passed to technically qualified L-2 bidder, provided L-2 is prepared to match prices and other terms & conditions.

18. Miscellaneous Terms

Publicity

Any publicity by the bidder in which the name of OICL is to be used should be done only with the explicitly written permission of OICL.

Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify OICL in writing of such conditions and the cause thereof within twenty one calendar days. Unless otherwise directed by OICL in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Resolution of Disputes

OICL and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, OICL and the bidder are unable to resolve amicably a

contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by OICL and the other to be nominated by the bidder. In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be New Delhi.

Integrity Pact

The bidders are required to execute "Integrity Pact" as specified in Annexure I, on requisite non judicial stamp paper, at the time of submission of the bid.

Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of New Delhi.

General Manager- Accounts

Head office- OICL

(Letter to the Company on the Consultant's letterhead)

Annexure: A

(Covering letter of Technical offer)

Date:

To,
General Manager & Director
The Oriental Insurance Company Limited
Head office, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi -110002

Dear Sir,

Sub: RFP for implementing proposed Goods and Service Tax (GST) and rules made thereunder

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for implementation of GST as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 90 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

Name

Designation,

Contact No.

Seal of the firm/company

Encl: Technical Offer in sealed envelope.

Annexure C**TECHNICAL BID****Request for Proposal**

"RFP - Appointment of consultant for implementation of proposed GST Act and Rules"

Reference Number – OIC/AC/GST/28.04.2017

Particulars	Details to be furnished for the particulars	Details of Enclosures to be submitted
Name of the Firm/Company		
Address of Registered Office		
Country of Incorporation		
Date of incorporation of the firm and Registration Number		
Telephone/Mobile and fax Number		
E mail address		
Name/s of partners		
Number of C.A./ICWA Employees		
Number of Law Graduate Employees		
Number of Employees who have done DISA/CISA		
Name and contact Details and E-mail Id of the Nodal Person.		

<p>Name and Designation of the person authorised to make commitments to the company :</p> <p>Name</p> <p>Designation</p> <p>Contact No</p> <p>Fax No</p> <p>Mobile No</p> <p>Email ID</p>		
<p>Presence and locations of offices in India</p>		
<p>Global and local experience of the firm (or the resource firm to which it is attached) in the field under reference, implementation as a consultant. The relevant document / certificate should be enclosed.</p>		
<p>Details of Implementation of GST/INDIRECT TAX services provided by the firm to corporates in India</p>		
<p>Details of Implementation of GST / indirect tax services provided by the firm to banks in India</p>		<p>Details of credentials, with letter from respective organisations supporting the same. Give scope of work for each assignment.</p>
<p>Details of Implementation of GST /indirect tax services provided by the firm to Insurance companies in India</p>		<p>Details of credentials, with letter from respective organisations supporting the same. Give scope of work for each assignment.</p>

<p>Persons proposed to be assigned for the consultancy services and their profiles.</p> <p>Number of persons who are proposed to be associated for executing the assignment phase wise with names including that of leader. The Team Leader, once assigned to OICL should not be replaced except under very exceptional circumstances and always with the consent of OICL</p>		<p>Resume of the Identified team persons in the format enclosed- under annexure G</p>
<p>Past Credentials of the consultant</p>		
<p>The Details of central statutory audit undertaken in General Insurance companies/banks</p>		
<p>Details of the similar works completed/under execution with the name and location of the client and number of their branches.</p> <p>Nature of Type of project, services Delivered/rendered, scope of the services provided, value/cost of the project and duration of the project. Contract Details from the client and evidence letter from the client</p>		
<p>Net Worth as on 31.03.2016</p>		

Turnover of last 3 FY. 2013-14 2014-15 2015-16		
Requirement from the OICL for Implementing the assignment such as administrative support, office space, equipment etc..		
Name, address and account Number of Bidder's banker		
Details of Bid amount paid through D.D. No. dated Bank/Drawn on Branch Amount -- Rs.		
PAN NO VAT NO SALES TAX NO SERVICE TAX REGN NO		
References of at least 5 major clients	Name Address Contact Phone No Email ID	
Any other information considered relevant.		

(Please attach separate sheets if space is not sufficient in any row)

Dated This -----day of -----2017

(Signature)

(In the capacity of)

Duly Authorised to sign proposal for and behalf of -----

Annexure D

(To be furnished in the company's letter head)

Commercial Offer

(To be submitted in sealed envelope)

Date:

To,
General Manager & Director,
The Oriental Insurance Company Limited
Head office, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi -110002

Dear Sir/Madam,

We the undersigned offer to provide our services for implementation of GST Act and Rules, consultancy in accordance with your RFP dated _____. Our attached Commercial Offer is for the sum of Rs. _____ (amount in words and figures). The amount is exclusive of all taxes.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period Ninety (90) days of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.

Annexure E
COMMERCIAL BID
(To be included in Commercial Proposal Envelope)

Dear Sir,

Request for Proposal

"RFP – Appointment of consultant for implementation of proposed GST Act and Rules

"Reference Number _____" dated

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by OICL as Consultant.

Amount	Consultancy Fee (Rs.)	Out of Pocket Expenses (Rs)	Total (RS.)
In figures			
In words			

Note: Service Tax/GST as applicable at the time of payment shall also be reimbursed.

Terms and Conditions –

- 1) The above quoted fee is for all the phases as laid out in RFP.
- 2) We undertake to deliver all the deliverables as in RFP document.
- 3) OICL will deduct tax (TDS) while releasing payment, if applicable as per the law.

Dated this day of 2017.

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure F

Undertaking from the bidder on their company's letter head

We (and our employees and agents) shall not, unless OICL gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the company (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. In case of consortium proposals, all members of the consortium shall ensure the above. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the company make use of any document or information given by the Company, except for purposes of performing the contract award.

In case of breach, the company shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:

Annexure G

Profile of Partners/Employees on firm’s payroll:

- | S.N. | Particulars |
|------|---|
| 1. | Name of the person |
| 2. | Office address |
| 3. | E-mail ID |
| 4. | Phone number office/Mobile |
| 5. | Date since working in the Firm |
| 6. | Professional Qualifications
(along with Membership No if applicable) |
| 7. | Present Designation |
| 8. | Experience |

Sl. No	Nature of Implementation of GST assignment	Brief details of the implementation of GST assignment and the organization where assignment was undertaken	Period (From ---- To)
1			
2			
3			
4			
5			

Self Attested copies of CA membership/DISA/CISA/Law graduation should be submitted.

Note – Format is of minimum requirements and is to be compulsorily furnished. Respondents may furnish additional details, if any.

Dated this day of 2017

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure: H

(To be furnished in the company's letter head)

Place:

Date:

AUTHORIZATION LETTER FORMAT

Date:

To,
General Manager & Director
The Oriental Insurance Company Limited
Head office, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi -110002

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

This has reference to your RFP for appointment of consultant for implementation of GST, Mr./Miss/Mrs _____ is hereby authorized to attend the bid opening of the above RFP.

Dated _____ on _____ on behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below:

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Name of Attesting Authority

Annexure: I

INTEGRITY PACT Between The Oriental Insurance Company Limited, a body corporate constituted under the General Insurance Business (Nationalisation) Act, 1972 having its Head office A-25/27,Asaf Ali Road, New Delhi -110002 hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

(Description of the party along with address), hereinafter referred to as "The Bidder/Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s

for.....

..... The Principal values full compliance with all relevant laws of the land, rules and regulations and the principles of economic use of resources and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

Section 1- Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the Tender/RFP for, the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the Tender/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender/RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender/RFP process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act, 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance office and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender/RFP process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principals employees involved in the Tender/RFP process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender/RFP process or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.2 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.3 The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender/RFP process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealing with Suppliers/ Contractors" framed by the Principal.

Section 4- Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the Tender/RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender/RFP process.

5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender/RFP process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors

6.1. The Bidder(s)/Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.

6.2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3. The Principal will disqualify from the Tender/RFP process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Pact Duration

8.1 This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

8.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the **CMD,OICL.**

Section 9 - Other Provisions

- 1.1. This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. NEW DELHI
- 1.2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 1.3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 1.4. **Should** one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 1.5. Only those bidders/contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the
Bidder/Contractor

For & On behalf of the Principal

(Office Seal)

(Office Seal)

Place

Place

Date

Date

Witness:

Witness:

(Name & Address)

(Name & Address)