



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

Tender Number: OBC/HO/CAO/RFP/GST/2018-19/01

Date: 11/07/2018

Request for Proposal

For

Appointment of Auditor for Conducting GST audit of the Bank.



Oriental Bank of Commerce

Central Accounts Office,

Plot No.5, Institutional Area, Sector-32, Gurugram, Haryana – 122 001

Tel. no.: 0124-4126400, 4126403

E-Mail: cao@obc.co.in Website: www.obcindia.co.in

Date: 11/07/2018



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General Details	
RFP Number: OBC/HO/CAO/RFP/GST/2018-19/01	
Department Name	Central Accounts Office
Scope of Work	Appointment of Auditor for Conducting GST audit of the Bank.
Tender Details	Request For Proposal for Appointment of Auditor for conducting GST audit of the Bank
Mode of Tender	Online and Offline It is mandatory for Bidders to submit the Technical and Commercial bids both Online and Offline (Physical Documents)
Tender Type	Open
Type of Contract	Audit Service
Bidding Type	Indigenous
Consortium	Not Allowed
Download Tender Documents	Tender document which can be purchased from the Bank by submitting the Tender Document Fee / Participation Fee.
Purchaser Location	Pan India
Key Dates	
Document Purchase Start Date	11/07/2018
Document Purchase End Date & Time	01/08/2018 till 5.00 pm
Last Date & Time for receipt of pre-bid queries via e-mail	18/07/2018 till 5:00pm The prospective bidders may e-mail their queries and suggestions for any changes required to be made in the bid document through e-mail on cao@obc.co.in , gst@obc.co.in on or before the date specified above. The queries must be as per the prescribed format provided in Form 10.
Pre-Bid Meeting Date, Time and Location	19/07/2018 at 3:00pm onwards at Oriental Bank of Commerce, Central Accounts Office, Corporate Office, Plot No. 5, Sector 32, Gurugram– 122001. Please note it is compulsory for the bidders to purchase the complete



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	tender document before attending the Pre-Bid Meeting.
Last Date & Time for Online& Physical Bid Submission	01/08/2018 till 5.00 pm
Date & Time of Eligibility and Technical Bid Opening	02/08/2018 at 11 am onwards
Bid Validity Period (in days)	As per tender document
Price validity and empanelment duration	As per tender document
Documents to be submitted physically	As per tender document
Tender Activity Configuration	
Mode of appointment/Purchase Order	Offline
Mode of Document fees payment	Offline
Mode of EMD Payment	Offline
Payment Details	
Participation/Tender Fees (INR) (non-refundable)	INR 10,000/ - (Rupees Ten Thousand only) + GST by Demand Draft only.
EMD Amount (INR)	INR 1,00,000/ - (Rupees One Lakh only) by Demand draft only drawn in favour of Oriental Bank of Commerce payable at Gurugram.
Performance Bank Guarantee (for Successful Bidder)	
Eligibility Criteria	As per RFP document
General Terms and Conditions	<ol style="list-style-type: none"> 1. The bidders must fulfill the eligibility criteria to be able to bid. 2. The terms and conditions for the bidders who participate in this RFP are specified in the Section named "Terms and Conditions". Responding to this RFP and submission of the bid by the Bidder will be deemed as consent from the Bidder to all the terms and conditions mentioned in this RFP and the contents of the RFP along with the Annexure(s)/Forms, clarifications issued, if any, will be contractually binding on the bidders. All these terms and conditions and the contents of the RFP along with the Annexure(s)/Forms, clarifications issued will form the part of the purchase orders/any resulting Contract s, to be issued to the successful bidder/s from time to time as an



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Other Details	<p>outcome of this Tender Process.</p> <p>3. The EMD on account of tender security fees along with a physical copy of the RFP offer along with all supporting documents as stated in the RFP must be received at the following address as per the timelines mentioned above.</p> <p style="padding-left: 40px;">Tender Box, Central Accounts Office, Corporate Office, Oriental Bank of Commerce Plot No. 5, Sector 32, Gurugram – 122 001 Phone: 0124-4126400, 4126403 E-mail: cao@obc.co.in</p> <p>4. The Bank expects the interested Bidders to collect the hardcopy of the full RFP document including annexures and forms from the Bank's premises during the business hours as per schedule. The interested bidders are required to submit the Non-refundable Tender Document Fees as mentioned in the tender by way of Demand Draft drawn in favour of 'Oriental Bank of Commerce' and payable at Gurugram.</p> <p>5. The responses/modifications made based on the suggestions and clarifications of queries shall be uploaded on the Bank's corporate website https://www.obcindia.co.in and https://www.tenderwizard.com/OBC and shall be deemed to be part of the RFP document.</p> <p>6. The subject of the e-mail containing the bid queries should be given as "Bid queries for RFP Ref. No. "OBC/HO/CAO/RFP/GST/2018-19/01".</p> <p>7. No suggestions or queries shall be entertained after the last date for receipt of queries via e-mail as stated above.</p>
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Information for Online Participation

This RFP will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e-Tendering Service Provider M/s Antares Systems Ltd. through Website <https://www.tenderwizard.com/OBC>. Following activities will be conducted online through above website:

1. Submission of Technical Bid & Commercial Bid by the Vendor
2. Opening of Technical Bid & Commercial Bid by the Bank
3. Clarification, if any, sought by the Bank.
4. On-line evaluation by the Bank.

1. Representatives of Vendors will be given training for e-Tendering by the Service Provider, M/s Antares Systems Ltd. Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/OBC>) through the "New User Registration" link provided on the home page. Bidder will create login id & password on their own in registration process.



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) Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd.

- a) Support to the Bidders for participating in the bids through e-tendering Website.
- b) Call center support/ email/ phone/ fax/ chat / mobile etc. in all possible medium.
- c) Registration with the e-tendering website.
- d) User Manual / Training Kit to the Bidder.
- e) Any no. of users of Vendor/ Contractor organization can take support on the e-tendering system.
- f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

Antares Systems Ltd.
Registered Office at: #24, Sudha Complex,
3rd Stage, 4th Block,
Bangalore – 560079.
Ph: - 080-49352000 / 40482000
Fax: - 080-49352034
Email : mail@antaressystems.com
Website : <http://www.antaressystems.com>

Help Desk:

Contact Person: Mr. Sachin
Mobile no. 09555926408 / 080-4935-2000
(On working days-9 hours–18 hours)
e-mail: sachin@antaressystems.com

- g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.
- h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents

After filling data in predefined forms bidders need to click on final submission link to submit their bid.

Bidder to note that their Digital Signature must support encryption.

As part of online bid submission the documents to be uploaded are as follows:

1 Response against Eligibility Criteria

-) Form 4: Confirmation of Eligibility
-) Supporting documents



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2 Response as part of Technical Solution

-) Annexure 1: Submission Checklist
-) Annexure 2: Organization Particulars
-) Form 3: Compliance Statement
-) Form 5: Technical Bid Format
-) Form 6: Confirmation of Terms & Conditions
-) Form 7: Tender Offer Cover Letter
-) Form 11: Bid Undertaking Letter
-) Form 12: Commercial Bid Format (Masked)
-) Form 13: Integrity Pact
-) Form 14: Audit Manager & Team Experience
-) Form 15: No Deviation Undertaking
-) Form 16: Letter of Authority for Participating in Reverse Auction
-) Supporting documents

3 Response as part of Commercial Solution

-) Form 2: Commercial Compliance Certificate
-) Form 12: Commercial Bid Format



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Definitions & Abbreviations

Acronym	Full Form
AM	Approach and Methodology
AMC	Annual Maintenance Contract
ARA	At risk amount
ATS	Annual Technical Support
BOM	Bill of Material
CB	Commercial Bid
CD	Compact Disk
CRM	Customer Relationship Management
DC	Data Center
DR	Disaster Recovery
EMD	Earnest Money Deposit
FR	Functional Requirements
GUI	Graphical User Interface
IT	Information Technology
NBFC	Non-Banking Financial Company
NDA	Non-Disclosure Agreement
OBC	Oriental Bank of Commerce
PB	Audit Demonstration & Bid Presentation
PBG	Performance Bank Guarantee
PE	Past Experience
PO	Purchase Order
PoP	Point of Presence
PSU	Public Sector Undertaking
RCA	Root cause analysis
RFP	Request for Proposal
SAN	Storage Area Network
SCB	Scheduled Commercial Bank
SI	System Integrator
SLA	Service Level Agreement
TB	Technical Bid
TCO	Total Cost of Ownership
TR	Technical Requirements



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Disclaimer

The information contained in this RFP document or any information provided subsequently to bidder(s) whether verbally or in documentary form by or on behalf of the Bank 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 such information is provided. This RFP document is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. While effort has been made to include all information and requirements of the Bank with respect to the solution requested, this RFP document does not claim to include all the information each bidder may require. Each bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever necessary obtain independent advice. The Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.



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1 Invitation for Tender Offer

Oriental Bank of Commerce (hereby referred as “OBC” or “Bank”) invites sealed tenders for Technical bid (offline as well as online) and Commercial bid (offline as well as online) from suitable eligible bidders.

In this RFP document, the term “bidder/vendor/prospective bidder” refers to the primary bidder together with other entities responsible for delivering products/ services mentioned in the scope of work in this RFP document.

The complete set of RFP documents may be purchased by a bidder on payment of a non-refundable fee of INR 10,000/- (Rupees Ten Thousand only) by Demand Draft (from any SCB/ Nationalized Bank) in favor of “Oriental Bank of Commerce”, payable at Gurugram.

The prospective bidders are advised to note the following:

1. The Bank expects the interested Bidders to purchase the hardcopy of the complete RFP document including all annexures and forms from the Bank’s premises during the business hours as per schedule. The interested bidders are required to submit the Non-refundable Tender Document Fees of Rs.10,000 (Rupees Ten Thousand only) by way of demand draft from any Scheduled commercial bank in favor of ‘Oriental Bank of Commerce’ and payable at Gurugram to receive the RFP document.
2. Representatives of bidders who attend the pre-bid meeting are required to carry an authorization document from the company, an identity card for attending the meeting.
3. Bidders are required to submit demand draft drawn in favor of “Oriental Bank of Commerce” payable at Gurugram, towards Earnest money Deposit (EMD) for Rs.1,00,000 (Rupees One Lakh only) along with the completed confirmation of the Eligibility Criteria in a separate envelope, as stated in Section 8.12 Earnest Money Deposit. Offers made without EMD will be rejected.
4. Technical Specifications, Commercial Bid Format documents, Terms and Conditions and various formats for submitting the tender offer are described in the RFP document and Annexure & Forms.
5. Tender offers will be opened in the presence of the bidder’s representatives who choose to attend the opening of the responses at the specified date, time and place. The representatives are required to carry an authorization document of the company and an identity card for attending the meeting.



2 Introduction

Oriental Bank of Commerce, one of the leading public sector banks in India having its Corporate Office at Plot No. 5, Sector 32, Institutional Area, Gurugram – 122001 (Haryana), India (hereafter referred to as “Bank” or “the Bank”) has national presence through over 2381 branches and 2630 ATMs spread across the country. Bank has its data center and near line site in Mumbai and DR site in New Delhi.

The Bank has about 20 million customers served through 100% Core Banking branches spread across the country. Bank uses Information Technology in all spheres of its functioning by connecting all its Branches, Offices/ Hubs/ Branches, Corporate office and Data Centre by WAN.

2.1 Objective of the Tender Document

Government has implemented Goods and Service Tax (GST) which has replaced most of the current indirect taxes. Accordingly, Bank has implemented the notified GST Provisions. Bank invites RFP for Appointment of Auditor for conducting GST audit of the Bank, from Auditors of repute and proven track record.

The scope of work is described in detail in Section 5– “**Detailed Scope of Work**” of this RFP. OBC seeks comprehensive technical and commercial proposals from "bidders" who have the capabilities to meet OBC’s requirements and have a serious interest in providing the Audit services. This RFP document provides information on OBC and the requested scope of work, and instructions for the preparation and submission of the RFP Response by the bidder to perform the scope of work.

OBC shall use this Contract for Appointment of Auditor for conducting GST audit of the Bank as specified in this RFP.

The objectives of this RFP are:

- a. **Scope Definition:** To present the eligible bidders with understanding of OBC’s requirements for appointing a Auditor for conducting GST audit of the Bank
- b. **Proposal Request:** To invite detailed proposals from bidders as per the objectives defined in this RFP and adhering to stipulated terms and conditions.
- c. **Bidder Selection:** To shortlist bidders for comprehensive technical and commercial evaluations and award the Contract to the selected bidder, taking into consideration evaluation parameters defined in this RFP.

The Successful Bidder shall be the single point of contact for all services offered, as described in the scope of work, and will be fully responsible for the overall delivery, Audit management and co-ordination with different stakeholders as specified in sections below. OBC’s management intends to appoint a Auditor for conducting GST audit of the Bank



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Duration of Contract

This Contract is for the FY 2017-18 and expected to start in August 2018 and be completed by the due dates as given in GST Act for the FY 2017-18.

The term may be extended by further periods, solely at the discretion of Oriental Bank of Commerce, only on satisfactory review for each period as may be decided by the Oriental Bank of Commerce. The increase in remuneration will be mutually agreed for the extended period but with a cap of 10% of existing remuneration.

Any extension of the completion date due to unforeseen delay will be by mutual consent. In case Oriental Bank of Commerce desires to seek further support or wants to extend the scope of this Audit, beyond the above scope, it may at its discretion, extend the duration of the Audit at similar commercial terms (or on such commercial terms mutually agreed between the Bank and the consultant). If the consultant fails to complete the above scope of work of this Contract as per the time frame prescribed in the RFP and extension if any allowed, it will be treated as a breach of Contract. The bank reserves the right to cancel the order in the event of delay.

The Auditor shall be guided by the Code of Ethics of their respective Professional Bodies of which they are the members.

2.2 Overview of Selection Process

The bidder selection process would comprise of the following stages:



1. **Issue of RFP Document:** Issue of RFP to bidders for Appointment of Auditors for conducting GST audit of the Bank.
2. **Pre-bid Meeting and Query Resolution:** OBC shall conduct a workshop with bidders who express interest in the RFP, if required by the bidders. The objective of this meeting would be to address queries from bidders and provide any further information, if required.
3. **Issue of Addendum to RFP Document (if required):** Issue of addendum (if required) to the original RFP document. This will be based on the clarifications provided to the bidders on the queries received or any new requirements, terms and conditions which OBC may want to issue at a later stage.
4. **Submission of response:** Bidders will submit a response to the RFP as per the checklist and the format provided in the RFP. The response to the RFP from the bidder shall include both technical and commercial proposals.
5. **Bidder response evaluation:** During this stage, OBC will evaluate the responses to the RFP based on the criteria specified in Section 7: Bid-Evaluation Process.



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6. **Presentations:** OBC shall call the bidders for formal presentations on the methodology and service model proposed.
7. OBC may raise certain clarifications during evaluation and the respective bidder should provide the response as per timelines defined in the RFP. The detailed evaluation will enable OBC to identify preferred bidder.
8. **Commercial Evaluation & RA:** The bidder who qualifies in the technical evaluation phase shall be invited for Commercial Bid Opening and reverse auction.
9. **Award of Contract :** The selected bidder would be awarded the Contract for Appointment of Auditor for conducting GST audit of the Bank .

2.3 Submission of Responses

For all matters pertaining to this RFP, the **Contact officer** would refer to:

The General Manager,
Oriental Bank of Commerce,
Central Account Office,
Plot No.5, Institutional Area, Sec.32,
Gurugram, Haryana-122001

Unless specifically stated in the RFP Response, it will be assumed by OBC that a bidder has fully understood and is in agreement with all the requirements and information contained in this RFP.

Note: Any commercial information shall not be shared through email.

2.4 Structure of the RFP Document

Master RFP Document

This RFP document consists of the following information:

1. Overview and scope of services to be provided by selected bidder including the scope of work;
2. Technical and commercial evaluation methodology which shall be followed to select the successful bidder; and
3. Terms and conditions for this RFP document, subject to the Bank entering into a separate Contract after selecting the bidder, which shall detail the terms and conditions thereof.



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Annexure and Forms Seeking Response for Evaluation

A detailed set of annexure and forms are provided to the bidder for formulation of responses. These annexure would assist the bank in effectively normalizing the bidder's response for various areas including bidder's qualification criteria, functional requirements, technical requirements, proposed team strength, commercial proposals etc. The list of such annexure and forms is provided in the table below:

Annexure Number	Name of the Annexure
Annexure 1	Submission Checklist
Annexure 2	Organization Particulars
Form Number	Name of the Form
Form 1	Earnest Money Deposit (EMD)
Form 2	Commercial Compliance certificate
Form 3	Compliance Statement
Form 4	Confirmation of Eligibility Criteria
Form 5	Technical Bid Format
Form 6	Confirmation of Terms & Conditions
Form 7	Tender Offer Cover Letter
Form 8	Performance Bank Guarantee Format
Form 9	Non-Disclosure Agreement Format
Form 10	Pre-Bid Query Format
Form 11	Bid Undertaking Letter
Form 12	Commercial Bid Format
Form 13	Integrity Pact
Form 14	Audit Manager & Team Experience
Form 15	No Deviation Undertaking
Form 16	Letter of Authority for Participating in Reverse Auction



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3 Eligibility Criteria

The Bidder needs to comply with all the eligibility criteria mentioned below to be evaluated in Eligibility bid evaluation phase. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

The decision of the Bank would be final and binding on all the Bidders to this document. OBC may accept or reject an offer without assigning any reason what so ever.

Criteria for Eligibility Compliance are given in below table:

S.No.	Eligibility Criteria	Supporting Documents
1.	Either : A Firm of Chartered Accountants /Cost Accountants having experience in implementation of GST in a Scheduled Commercial Bank having at-least 500 Branches as on 01.04.2017. Implementation experience of full time affiliate firms/LLP will be considered.	Certified copy of registration Certificate issued by Registrar in case of LLP. Certified copy of Partnership deed in case of Partnership firm and MOU in case of LLP's Letter of appointment for implementation service, engagement letter, reference letter from the concerned Bank in favour of the Firm or full time Affiliate firm/ LLP. If experience of Full time Associate Firm/LLP is being used, Certificate from Company Secretary/Chartered Accountant about full time affiliation has to be submitted.
Or		



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S.No.	Eligibility Criteria	Supporting Documents
	<p>The firm of Chartered Accountants/Cost Accountants having a turnover of at-least Rs. 50 Crores in FY 2016-17 & FY 2017-18 and having implementation experience in a NBFC having a Balance Sheet size (i.e Asset side Total) of Rs. 1 Lakh crore as on 31.03.2018. Implementation experience of full time affiliate firms/LLP will be considered.</p>	<p>Certified copy of registration Certificate issued by Registrar in case of LLP.</p> <p>Certified copy of Partnership deed in case of Partnership firm and MOU in case of LLP's</p> <p>Letter of appointment for implementation service, engagement letter, reference letter from the concerned NBFC in favour of the Firm or full time Affiliate firm/ LLP.</p> <p>If experience of Full time Associate Firm/LLP is being used, Certificate from Company Secretary / Chartered Accountant about full time affiliation has to be submitted.</p> <p>Turnover Certificate from a Chartered Accountant for FY 2016-17 & 2017-18.</p>
2	<p>The bidder should not have been barred/ black listed disqualified by any regulators / statutory body in India.</p>	<p>Self-Declaration on Bidder's letter head signed by the authorized signatory</p>
3	<p>Application fee</p>	<p>Rs.10,000 Plus GST by way of demand draft in favour of Oriental Bank of Commerce payable at Gurugram.</p>

Note:

- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.*
- In case of business transfer where bidder has acquired a Business from an entity*



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- ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.*
- c. For the purpose of determination of annual turnover, standing of the firm/LLP the turnover, standing of the full time affiliate Chartered Accountancy firm shall be considered. Affiliation has to be proved by way of certificate from Company Secretary.*
 - d. Bidders need to ensure compliance to all the eligibility criteria points.*
 - e. Scheduled Banks means a bank included in Second Schedule of Reserve Bank of India Act, 1934.*
 - f. Abroad experience will not be considered*
 - g. Documentary evidence needs to be submitted by the bidder for each of the eligibility criteria. Self-declaration needs to be signed by authorised signatory(s).*



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4 Detailed Scope of Work

As per the requirement of GST Act, the bank is having registrations in 31 states. The auditor is required to carry out audit for FY 2017-18 under section 35(5) of CGST Act, 2017 read with Rule 80 for all 31 registrations and to issue separate audit report / statement as prescribed under GST Act for each registration. Entire audit activities is to be carried out centrally at Corporate Office, Gurugram as the bank is having centralized mechanism for compliance under GST. However, if required, the auditor may visit the branches / offices of the Bank in connection with the audit. No TA/ DA shall be reimbursed to the auditors.

The Auditor will be required to issue Audit report, Certificates as per the requirements of the GST legislation as per the timelines fixed the Bank for timely compliance of the GST legislations.

Timelines

The above scope of work has to be executed within timelines as may be required by the bank, within the overarching timelines that may be prescribed by the GOI/CBIC, and communicated to the Auditor from time to time during the course of Audit for smooth and timely Compliance of GST.



5 Bid - Evaluation Process

5.1 Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The evaluation by OBC will be undertaken by an internal committee formed by OBC. OBC may consider recommendations made by external experts/Auditors on the evaluation. The decision of the committee shall be final.

OBC will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the required format.

OBC may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.

OBC reserves the right to call for presentation/s, service model, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial evaluation.

Each recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of consultant, not limited to those selection criteria set out in this RFP.

The bidder shall be entrusted with end to end responsibility for the execution of the Audit under the scope of this RFP.

The evaluation will be a *three-phase* process:

-) Phase1 – Technical Bid Evaluation (including eligibility evaluation)
-) Phase2 –Commercial Bid Evaluation
-) Phase3 –Final Weighted Evaluation After Reverse Auction, i.e. Techno-Commercial (Technical:70% and Commercial: 30%)

5.2 Normalization of bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted bidders to re-submit the updated technical and commercial bids for scrutiny. The Bank can repeat this normalization process at every stage of technical evaluation till the Bank is reasonably satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by



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responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. OBC also reserves the right to conduct reference site visits at the bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

5.3 Evaluation Process

5.3.2 Preliminary Examination of Offers

The Bank will scrutinize the offers to determine their completeness (including signatures from the relevant personnel), errors, omissions in the technical & commercial offers of respective bidders. The Bank plans to, at its sole discretion, waive any minor non- conformity or any minor deficiency in an offer. The Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

5.3.2 Eligibility Criteria Evaluation

The Bidder needs to comply with all the eligibility criteria mentioned in Section 3 – Eligibility Criteria. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal and/or partner. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Section 3 – Eligibility Criteria.

Any credential detail mentioned in Section 3 - Eligibility Criteria that is not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide. There will be no scoring involved in the Eligibility Bid evaluation. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The decision of the Bank would be final and binding on all the Bidders to this on the outcome of the eligibility bid evaluation. The Bank may accept or reject an offer without assigning any reason what so ever. The technical and commercial bid documents and bank guarantee of non-eligible/non-qualified Bidder(s) at Phase 1 will be returned to such Bidders. The Bank will send a letter to such Bidders to collect these documents within the specified period.

The bidders complying with the eligibility criteria (mentioned in section 3) in entirety shall be considered for technical evaluation.



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5.3.3 Technical Proposal Evaluation

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. OBC may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.

The evaluation of Auditors will be based on a three step process:-

- a) Auditors qualifying will be invited for a presentation. Technical scores will be given based on the bid submission and presentation.
- b) Post the presentation, Auditors scoring a minimum of 70% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.
- c) For final award of the Contract, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores ascertained in Reverse auction.

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

S.no	Evaluation Parameters	Indicative Marking	Maximum Marks
1.	Standing of Firm/LLP a. Minimum of 10 Years Practice (including the period wherein the Co. / Firm / LLP had undergone an organization status change for e.g. conversion from Pvt. Ltd. to LLP). b. 1 Marks for each completed year of practice for more than 10 years subject to maximum of 5 Marks.	10 5	15
2.	Experience in GST Implementation Contracts in Scheduled Banks having a minimum of 500 Branches as on 01.04.2017, NBFC with Total Assets of Rs.1Lakh Crore as on 31.03.2018. a. Minimum Contracts with at least 1 such Bank or NBFC b. For Implementation / compliance / advisory Contract relating to GST / Service tax with scheduled Banks or NBFC which has presence in more than 5 States in India as on 31.03.2018 (5 marks per Bank or NBFC subject to maximum of 10 marks)	20 10	30
3.	Key Resources a. The Firm/ LLP Should have at least 2 full time Partners. b. 2 Marks for each additional fulltime Partners.	10 10	20



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4.	Presentation		30
5.	Domain Knowledge in Information technology At least 1 Partners /Qualified CA's Staff should have passed DISA/CISA and have adequate knowledge in information used in Banks		5

The Technical Score will be calculated based on the Technical Evaluation Metric mentioned above. The Highest Technical Score (TB) will be given a Technical score (ST) of 100 points. The technical scores of other Bids will be computed as follows:

$$ST = 100 \times F / TB$$

(F = Technical Score of the bidder)

The bank will calculate the technical scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points.

5.3.4 Commercial Bid Evaluation

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical proposal. These technically qualified bidders as per technical evaluation process will participate in Reverse Auction process conducted by the Bank. The bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders.

The envelope containing the Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Form 12. The commercial offer should consist of comprehensive Cost for required solution. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. The technically qualified bidders will be required to participate in the reverse auction. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

The lowest Commercial Bid (CB) will be given a financial score (SF) of 100 points. The financial scores of other Bids will be computed as follows:

$$SF = 100 \times CB / F$$

(F = amount of Commercial Bid)

Commercial Bid Evaluation Considerations

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail



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2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
4. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Commercial Bid Format will prevail
5. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
6. If there is a discrepancy in the total, the correct total shall be arrived at by bank
7. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
8. At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
9. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
10. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
11. The bank shall not incur any liability to the affected bidder on account of such rejection.
12. The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.
13. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

5.3.5 Final Evaluation- Techno-Commercial Evaluation

The Proposals will be finally ranked according to their combined Technical Score(s) and Financial Score (post reverse auction, if conducted) as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively. ST and SF will be calculated for individual bidders, as per description mentioned in Section 7.3.3 and 7.3.4 respectively.

Bidder with the highest Final score shall be considered for award of the Contract .



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For example:

Three vendors namely A, B and C participated in the bid process and their technical score are as under:

A=60, B=80, C= 90

After converting them into percentile, we get

ST for A= $(60/90)*100 = 66.67$

ST for B= $(80/90)*100= 88.89$

ST for C= $(90/90)*100=100$

The Final prices of the Vendors are as under:

A= Rs. 8000, B= Rs. 9000, C= Rs. 10000

The final cost (lower cost quoted in e-reverse auction or price bid, in this case if it is Rs 8000) quoted by the bidders converted into percentile score shall be as under:

SF for A = $(8000/8000)*100 = 100$

SF for B= $(8000/9000)*100 = 89$

SF for C= $(8000/10000)*100 = 80$

As the weightage for technical parameter and cost are $T_w = 70%$ and $F_w = 30%$ respectively, the final scores shall be calculated as under:

S for A= $(66.67*0.7) + (100*0.3) = 76.67$

S for B= $(88.89*0.7) + (89*0.3) = 88.92$

S for C= $(100*0.7) + (80*0.3) = 94$

Hence, the offer of 'C' (being highest score) would be considered and the Contract shall be awarded to 'C' at Rs. 10000 being the final price quoted by C.

Note:

1. The Bidder has to submit the commercial bid. After opening of commercial bid, bank shall go for a reverse auction. All the Technically qualified bidders will be notified to participate in Reverse Auction Process. **H1 (Highest Score) will be calculated based on Reverse Auction .**
2. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of Contract by the bank.
3. The Successful Applicant shall be the first ranked Applicant (having the highest combined score). The final decision on the successful bidder will be taken by the bank. The implementation of the Audit will commence upon acceptance of letter of appointment by the selected bidder.
4. If for some reason, the successful bidder fails to accept the appointment within a specified timeline, the bank reserves the right to award the Contract to the next most eligible bidder based on the final



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evaluation scope of technical evaluation scores and commercial prices quoted during reverse auction, if conducted.

5. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.
6. The bank will calculate the scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points.

Reverse Auction

Bank would conduct a reverse auction process on the commercial bids submitted by the Bidders. As such it is necessary that authorized personnel of the firm or organization sign the Bid, the designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc. to be provided.

The certified xerox copy of necessary Original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.

Bidders to note that:

-) In case there is variation between numbers and words; the value mentioned in words would be considered.
-) The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
-) In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.

Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Phase 3. Bidder categorized as L1 after the Normalization process would be deemed as the Successful Bidder.

Note:

1. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors.
2. The price would be inclusive of all applicable taxes under the Indian law like customs duty, import taxes, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST and Octroi / Entry Tax /equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. GST will have to be quoted separately in the invoice. Any increase in these taxes will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation,



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market conditions, increase in custom duty. **The bank will not pay any out of pocket expense. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the Contract .**

3. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
5. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Commercial Bid Format will prevail.
6. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
7. If there is a discrepancy in the total, the correct total shall be arrived at by bank
8. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
9. At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
10. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
11. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
12. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of Contract by the bank.
13. The bank shall not incur any liability to the affected bidder on account of such rejection.
14. The bidder whose technical and commercial bid is accepted will be referred to as "Selected Bidder" and the bank will notify the same to the selected bidder.
15. The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.
16. The final decision on the successful bidder will be taken by the bank. The implementation of the Audit will commence upon acceptance of PO between the Bank and the selected bidder based on the evaluation.
17. If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the bank reserves the right to award the Contract to the next most eligible bidder based on the evaluation scores and commercial prices quoted.

5.4 Key Guidelines

1. Bidder's proposal should strictly conform to the specifications of this RFP.
2. Proposals not conforming to the specifications will be rejected subject to the bank's discretion. Any incomplete or ambiguous terms/ conditions/ quotes may result in disqualification of the offer at bank's discretion. The bidder has to offer specific remarks for technical requirements and clearly confirm compliance. Any remarks/observations on technical requirements should be clearly informed in remarks column.
3. For supplementary information a separate sheet should be used.



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4. All pages should be numbered (like 1/ xxx, 2/ xxx where xxx is last page number of bid document) and signed by the authorized signatory under the company seal.
5. Technical bid documents are to be properly hard bound.
6. OBC reserves the right to reject any or all proposals submitted by various bidders as part of response to this RFP. Similarly, it reserves the right not to include any bidder in the final short-list.



6 Terms and Conditions

6.1 General Terms and Conditions

The following are the general terms and conditions proposed to be included in the Letter of engagement. The Bank reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before signing the final Contract. The bidder, selected for the Audit, will have to give consent to the appointment.

The Successful Bidder must initiate work on the Audit within 15 days after issuance of the letter of appointment.

The original bill/invoice for the services rendered must be furnished along with the prices thereof, per the terms and conditions contained in this document.

Payment shall be made on the actual completion of the audit. The Successful Bidder and the team shall abide by the ISMS framework (ISO 27001:2005/ISO 27001:2013 or any other such framework as deployed at the Bank) of the Bank which includes Incident Management, Change Management, Capacity Management, Configuration Management etc. Auditors and vendors shall be liable for not meeting the security standards or desired cyber security aspects of all the Information Communications and Technology resources. These conditions shall apply to the Appointment of Auditor for conducting GST audit of the Bank .

6.2 Application

These conditions shall apply to the Appointment of Auditor for conducting GST audit of the Bank initiated by the Bank.

For the purpose of the letter of engagement as well as for the purpose of the RFP, the competent authority is:

Central Accounts Office,
Oriental Bank of Commerce,
Plot No.5, Institutional Area, Sec.32,
Gurugram, Haryana-122001

6.3 Standards

The services and other materials including all deliverables and reports under the Contract shall conform to the standards mentioned in this RFP as well as the Technical Bid submitted by the bidder and/or agreed between Bank and the bidder, and when no applicable standard is mentioned, the services / products / deliverables shall be supplied under the authoritative and appropriate international standards of such services / products / deliverables and such standards shall be the latest issued by the concerned institution/s.



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6.4 Governing Language

All correspondences and other documents pertaining to the Contract shall be in English

6.5 Applicable Law

The appointment shall be governed and interpreted in accordance with laws in India.

6.6 Notice

Any notice given by one party to the other pursuant to the Contract shall be sent to the other party (as per the address mentioned in the Contract) in writing either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgment thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.7 Right to Alter Quantities

Bank reserves the right to alter the requirements specified in the RFP. The Bank also reserves the right to delete one or more items from the list of items specified in the RFP. The Bank will inform all bidders about changes, if any.

The bidder agrees that Bank has no limit on the additions or deletions on the items for the period of the Contract. Further the bidder agrees that the prices quoted by the bidder would be proportionately adjusted with such additions or deletions in quantities.

6.8 Use of Contract Documents and Execution

The bidder shall not, without Bank's prior written consent, disclose the letter of appointment or any provision thereof, or any specification or information furnished by or on behalf of Bank in connection therewith, to any person other than a person employed by the bidder in the performance of the Contract . Disclosure to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far as may be necessary for the purposes of such performance.

Any document, other than the Contract itself, shall remain the property of Bank and all copies thereof shall be returned to Bank on termination of the Contract.

The bidder shall not, without Bank's prior written consent, make use of any document or information above except for the purposes of performing the Contract .



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6.9 Earnest Money Deposit

Prospective bidders are required to submit demand draft drawn in favor of “Oriental Bank of Commerce” payable at Gurugram, towards earnest money deposit (EMD) of Rs.1,00,000(Rupees One lakh only, EMD shall be valid for 180 days from the last date of bid submission. The Bank will not pay any interest on the EMD.

The EMD made by the bidder will be forfeited if:

1. The bidder withdraws his tender before processing of the same.
2. The bidder withdraws his tender after processing but before acceptance of the PO issued by Bank.
3. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
4. The bidder violates any of the provisions of the terms and conditions of this tender specification.

The EMD will be refunded to:

1. The Successful Bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee (PBG) , which shall be 15% of the Purchases price for Contract duration including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO issued from the Bank.
2. The Unsuccessful Bidder, only after acceptance of the PO by the selected bidder.

6.10 Performance Bank Guarantee

1. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) which shall be 15% of the Purchases prices for Contract duration including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO from the Bank.
2. The PBG shall be denominated in Indian Rupees. All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
3. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
4. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
5. In the event of the Successful Bidder being unable to service the Contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the Contract for whatever reason
6. In the event of delays by Successful Bidder in implementation of Audit beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
7. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the Contract the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful



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Bidder for its failure to complete its obligations under the Contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the Contract obligation(s) for which the Successful Bidder is in default.

8. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
9. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the Contract. However, no interest shall be payable on the PBG.
10. The Bank before the release of the Bank Guarantee Bond in original by the purchaser and before the expiry of this guarantee, shall renew this guarantee for the same period as was initially requested upon for this guarantee or for any shorter period, at the option of the purchaser, under intimation to the vendor.

6.11 Resolution of Disputes

The bids and any Contract resulting there from shall be governed by and construed according to Indian laws. All dispute or differences whatsoever arising between the selected bidder and Bank out of or in relation to the construction, meaning and operation or effect of the Contract , with the selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 15 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/s strictly under the terms and conditions of the purchase Contract, executed between Bank and the bidder. In case the appointment of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators with one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Delhi, India.

The award shall be final and binding on both the parties and shall apply to the purchase Contract .

Work under the Contract shall be continued by the selected bidder during the arbitration proceedings unless otherwise directed in writing by Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract , no payment due or payable by Bank, to the bidder shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter or one of the subject matters thereof.

The venue of the arbitration shall be at Delhi, India under the exclusive jurisdiction of courts in Delhi.



6.12 Delays in Bidder's Performance

The bidder must strictly adhere to the timelines, as specified in the Contract for performance of the obligations, any delay in completion of the obligations by the bidder will enable Bank to provide a cure period of 15 days and thereafter if the issue is not resolved then resort to any or all of the following:

1. Claiming Liquidated Damages
2. Termination of the purchase agreement fully or partly and claim liquidated damages.
3. Forfeiting of Earnest Money Deposit.

6.13 Liquidated Damages

The Bank will consider the inability of the bidder to deliver services within the specified time limit as a breach of Contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations, of the proposed solution/services by the bidder.

6.14 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any 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 explicitly beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include Acts of God or of public enemy, acts of Government of India in their sovereign capacity and war.

If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall immediately notify the bank in writing on cessation of Force Majeure.

In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold discussions in an endeavor to find a solution to the problem. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder.

6.15 Audits

Bank can conduct any third party inspection / audit for any phase. The bidder must make all necessary changes as mentioned by the results of these audits. Bank will incur the cost of appointment of a third party for audit. The bidder must ensure that the findings of the audit are successfully closed by the bidder within a mutually agreed timeline.



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The Successful Bidder(s) shall allow the Bank, its authorized Personnel, its auditors (internal and external) and/or other statutory authorities, and unrestricted right to inspect and audit the operations and records directly related to the services. The Cost & Accounting Records will be out of scope for the purpose of audit conducted by the bank. If the Successful Bidder(s) is outsourcing any portion of the above activity, it will be the responsibility of the Successful Bidder(s) to ensure that the authorities/officials as mentioned above are allowed access to the places, systems, processes, records (except Cost & Accounting Records) etc. of the activity, for inspection and verification.

The Successful Bidder(s) shall keep complete and accurate records of all the operations in connection with the activities, per prevalent best practices in the industry. All books, records (except Cost & Accounting Records) and information relevant to the services shall be preserved in isolation and be presented to the Bank or its designees for inspection as and when demanded.

The Successful Bidder(s) should recognize the right of Reserve Bank of India (RBI) to cause an inspection to be made of the Successful Bidder(s) / service provider and its books and accounts by one or more of its officers or employees or other designated person. Except in cases of regulatory and statutory audits, the Bank shall not exercise right to audit more than twice in a financial year.

6.16 Prices

The prices shall be quoted in Indian Rupees (INR) only up to 2 decimal places and shall not have any effect from variations / fluctuations of any other currency.

The price charged by the bidder for the services performed to fulfill the scope of this RFP shall not vary from the Contract prices and shall remain valid for the Contract period.

No adjustment of the Contract price shall be made on account of variation of costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the Contract. The Contract price shall be the only payment, payable by the Purchaser to the bidder for completion of the Contract obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract .

All out of pocket expenses, travelling, boarding and lodging expenses for the entire completion of the Audit should be a part of the financial bid submitted by the bidder to the bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.

The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST and Octroi / Entry Tax /equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. GST will have to be quoted separately in the invoice. Any increase in these taxes will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the



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bank The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty or excise tax. The bank will not pay any out of pocket expense.

6.17 Excise Duty

The Excise/ Customs duty will, however, have to be mentioned separately in the invoice and the Bank may set off the applicable excise / customs duty against duty-free credit scripts for which bank is eligible under Chapter 3 of foreign trade policy.

6.18 Professional Fees / Charges

If any of the items / activities as mentioned in the price bid and as mentioned in Form 12 are not taken up by the Bank during the course of this Contract, the Bank will not pay the professional fees / charges quoted by the bidder in the Price Bid against such activity / item. The Bank shall pay the professional fees, only on actual basis, for which services have been availed in the Contract period.

6.19 Expenses and Taxes

The cost should include all related expenses. There are no additional expenses reimbursable by the bank. The bidder is expected to quote unit price in Indian Rupees as part of the commercial bid.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, excise duty, import taxes, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST and Octroi / Entry Tax /equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. GST will have to be quoted separately in the invoice. Any increase in these taxes will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty or excise tax. The bank will not pay any out of pocket expense

6.20 Non-negotiability on RFP

Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the bidder to the RFP circulated to the bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make the same available at no extra costs to Bank, in order to achieve the desired service levels as well as meet the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels as per this tender document will remain unchanged unless explicitly communicated by the Bank in writing to the bidders. The bidder shall at no point be entitled to excuse themselves from any claims by



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Bank whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

The bidders shall adhere to the terms of this RFP and shall not deviate from the same.

6.21 Contract

Neither the Contract nor any rights granted under the Contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, Contract or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

6.22 Sub contracting the Contract

The bidder shall not sub contract the Contract or permit anyone other than its personnel.

6.23 Limitation of Liability

The Vendor's aggregate liability in connection with obligations undertaken as a part of the Audit regardless of the form or nature of the action giving rise to such liability (whether in Contract, tort or otherwise), shall be at actuals and limited to the overall Contract value for Contract duration. The Vendor's liability in case of claims against OBC resulting from willful misconduct or gross negligence of the Vendor, its employees and sub contracting of Contract or from infringement of patents, trademarks, copyrights or such other intellectual property rights, breach of confidentiality, or violation of any legal, regulatory, statutory obligations shall be unlimited.

In no event shall either party be liable to the other for any indirect, incidental or consequential damages or liability, loss of profits, revenue, and anticipated savings. Gross Negligence means serious disregard to an obvious risk. Willful Misconduct means where a party intentionally causes actual harm upon the other party and does not involve error or mistake in any form.

6.24 Contract Period

The auditor is proposed to be appointed for conducting audit, under CGST Act, for FY 2017-18. Accordingly, this Contract is expected to start in August 2018 and be completed by the timelines fixed by the Bank. However, the term of the auditor can be extended further each year subject to a maximum increase in fees of 10% charged in previous financial year. Re-appointment for further period shall be at the sole discretion of the Bank.

The Successful Bidder needs to execute a comprehensive, definitive Service Level Agreement (SLA) with the Bank covering all terms and conditions of this RFP. Bank reserves the right to terminate the Contract without any reason at its sole discretion by providing 15 days cure period. Any offer falling short of the Contract validity period is liable for rejection. The Bank will enter into an agreement with Successful Bidder for the duration of the Audit. The Bank reserves the right to terminate the Contract, if the Contract is not proceeding in accordance with the terms of Contract by providing a 15 day cure period. However, bank will have the absolute right to charge penalty and/or liquidated damages as per the RFP, without giving any cure period, at its sole discretion.



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1. Contract Continuity- The Contract shall terminate only on explicit correspondence to that effect. Until that time, Successful Bidder shall continue to provide the service as per the agreement. As and when the Bank decides to transition out of the successful bidder's Contract to other vendor or change the current business model / service provider / vendor, Successful Bidder has to coordinate for transition to the Bank's new model without causing disruption of the current services at no extra cost to the Bank.
2. In event of bidder insolvency, Contract termination, and any other Force Majeure conditions, Successful Bidder shall continue to provide the service without causing disruption of the services to customers of the Bank at no extra cost to the Bank.
3. Successful bidder agrees to ensure that all the items / products used for delivering services to the Bank including all components are new and are using state of the art technology. Successful bidder shall provide such proof of the new equipment (e.g. Copy of invoice etc.) to the Bank. In case of software supplied with the system, Successful Bidder shall ensure that the same is licensed and legally obtained with valid documentation made available to the Bank. Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under the Copyrights Act, 1957 or IT Act 2008 or any Act in force at that time in respect of all the hardware, software and network equipment or other systems supplied by bidder to the Bank from any source.
4. The bank shall reserve the right to procure any or all of the services of Auditor for Conducting GST audit of the Bank at the end of the Contract period at a consideration to be mutually agreed upon between the bank and the successful bidder.

6.25 Delays in Audit

The bidder must strictly adhere to the Audit timeline schedule, as specified in the Contract of the Parties for performance of the obligations, arising out of the purchase Contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is given a 15 days' written cure period to remedy the breach/delay:

1. Termination of the purchase agreement fully or partly and claim liquidated damages.
2. Forfeiting of Earnest Money Deposit, however, bank will have the absolute right to charge penalty and/or liquidated damages as per RFP/Contract without giving any cure period, at its sole discretion.

6.26 Publicity

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

6.27 Privacy and Security Safeguards

The Successful Bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Successful Bidder under this Contract or existing at any Bank location. The Successful Bidder shall develop



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procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Successful Bidder shall also ensure that all its employees and associated staff who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Successful Bidder under this Contract .

6.28 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the Contract activities to internal business information of the Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the Contract, or legal action against the bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

6.29 Adherence to Terms and Conditions

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. The bidder is required to put in a no deviation bid. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

6.30 Execution of Contract and NDA

The bidder and Bank should execute (a) Contract which would include all the service and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and (b) Non-disclosure Agreement. The bidder should execute the Contract and NDA within one month from the date of acceptance of the Purchase Order.

The NDA format is enclosed as Form 9 -NDA Format.

6.31 Successful Bidder's Personnel

The Successful Bidder will agree, acknowledge and covenant that:

1. The personnel to be employed by the successful Bidder for carrying out the Works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
2. The personnel employed shall have the necessary qualifications and skill-sets as agreed to by OBC;



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3. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
4. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to OBC and a replacement of equivalent qualification should be deployed; and
5. OBC shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by OBC.

6.32 Other Terms and Conditions

Bank reserves the right to:

1. Reject any and all responses received in response to the RFP
2. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
3. Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time
4. Extend the time for submission of all proposals
5. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
6. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
7. Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
8. Cancel the RFP at any stage
9. The Bank reserves the right to negotiate further with L1 bidder.
10. The Bank reserves the right to not pursue the RFP, in case the price quoted by the L1 bidder or the price arrived at, after negotiations with the L1 bidder, is above Bank's budgeted costs for the Audit.
11. Interview the personnel being deployed on the Audit
12. Conduct site visits of bidders related to proposed solution and facilities.
13. Take presentations on proposed solution of the bidders.

6.33 Substitute of Audit Team Members

During the Contract, the substitution of key staff identified for the Contract will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of the same level of qualifications and expertise.

6.34 Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount. It should observe the highest standard of ethics while executing the Contract.



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6.35 Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this RFP shall be covered under the Integrity Pact (IP) policy of the bank. The pact essentially envisages an agreement between the prospective bidders/vendors and the bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Contract. The format of the agreement is enclosed in Form 13.

Signing of the IP with the bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualification for this RFP and the pact shall be effective from the stage of invitation of bids till the complete execution of the Contract. Any vendor/bidder not signed the document or refusing to sign shall be disqualified in the bidding process.

The Integrity Pact envisages a panel of Independent External Monitors (IEMs) to review independently and objectively, whether and to what extent parties have complied with their obligation under the pact. The IEM has the right to access to all the Audit document. Shri..... Shall be acting as the IEM for this Contract /RFP. However, Bank at its sole discretion reserves the right to change/name another IEM, which shall be notified latter.

6.36 Adherence to Laws and Standards

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the Contract

Bidder must ensure that the it is compliant to all existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof. The bidder must submit a self-declaration to this effect.

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar Audits.

6.37 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the Contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the Contract, a certified copy of the extract of the resolution of its Board, authenticated by Bank Secretary, authorizing an official or officials of the Bank or a Power of Attorney copy to discuss or sign agreements/



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Contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

6.38 Applicable laws and jurisdictions

The Contract with the selected bidder shall be governed in accordance with the laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

6.39 Conflict of Interest

The bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

6.40 Transfer of Agreements

On request by the Bank or its nominated vendor, the current vendor shall effect such Contracts, transfers, innovations, licenses and sub-licenses in favor of the Bank or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

The Bank and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.

6.41 Payment Terms

The Bank will make payment to the vendor only electronically through Head Office, Bank will release payment of the agreed professional fees to the selected bidder after deduction of applicable taxes at source. The exact payment schedule will be decided with the successful bidder, separately.

6.41.1 Other Payment Terms

1. At all times bank would be paying only for the services/ application modules utilized by the bank or deployed in production. At no point, Bank would pay for the services/ modules that is not deployed for the Bank's use.
2. The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the Audit plan and therefore any delay in achievement of such milestones/ deliverables/ activities shall automatically result in delay of such corresponding payment.
3. Bidders have to provide the prices for implementation. TCO will be calculated as the summation of the grand total of the price bid and all the items mentioned as additional items.



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4. The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever.
5. The price would be inclusive of all applicable taxes under the Indian law like customs duty, import taxes, freight, forwarding, insurance, delivery, etc. exclusive of only applicable GST and Octroi / Entry Tax / equivalent local authority cess, which shall be paid / reimbursed on actual basis on production of bills. GST, will have to be quoted separately in the invoice. The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within 30 working days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such Fees have become due and payable under this RFP and subsequent agreement.
6. Any objection/ dispute to the amounts invoiced in the bill shall be raised by the bank within 30 days from the date of receipt of the invoice. Upon settlement of disputes with respect to any disputed invoice(s), the bank will make payment within reasonable time (not exceeding 30 days) after the settlement of such disputes. However any omission/ fact not known at that point of time, Bank shall have the right to raise the dispute at a later point of time. All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.



7. Instructions to Bidders

7.1 Bidding process

1. The bids in response to this RFP must be submitted in two parts:
 - a. 'Technical Bid' (TB) including Confirmation of Eligibility Criteria and
 - b. 'Commercial Bid' (CB).
2. The mode of submission of Confirmation of Eligibility Criteria, Technical Bid (TB) and Commercial Bid (CB) shall be both online and offline.
3. One copy each of the Technical Bid including Confirmation of Eligibility Criteria (with the EMD and Tender fee if applicable) must be submitted at the same time, giving full particulars in separate sealed envelopes at the Bank's address mentioned in the RFP, on or before the schedule given above. All envelopes should be securely sealed and stamped. The hard copy of the bid document shall be treated as final in case of any discrepancy with the soft copy.
4. Bidders are permitted to submit only one Technical Bid and relevant Commercial Bid. More than one Technical and Commercial Bid should not be submitted.
5. Receipt of the bids shall be closed as mentioned in the bid schedule. Bids received after the scheduled closing time will not be accepted by the Bank under any circumstances.
6. Earnest Money Deposit must accompany all tender offers as specified in this RFP.
7. All Schedules, Formats, Forms and Annexures should be stamped and signed by an authorized official of the bidder's company.
8. The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.
9. No rows or columns of the RFP should be left blank. Offers with insufficient information are liable to rejection.
10. The bid should contain no interlineations, erasures or over-writings except as necessary to correct errors made by the bidder. In such cases, the person/s signing the bid should initial such corrections.

7.2 Technical Bid

The Technical bid should be complete in all respects and contain all information asked for, except prices. The technical bid should include all required details and other formats present in the annexures to this RFP. The Technical Bid should be complete to indicate that all products and services asked for are quoted and should give all required information.

A masked copy of the original commercial offer should also be submitted with the technical bid, failing which the bid will be rejected. However, it should not contain price related information, failing which the bid will be rejected outright.

The Technical Bid envelope should also include the CD containing the soft copy of the Technical bid with



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annexure and forms.

The bidder should provide a compliance statement for all the specifications of technical requirements against each item. In case any technical variance/ remarks / observations are offered, the same must be highlighted along with the pros and cons stated in separate columns. The bank at its sole discretion may reject the bid with technical deviations/ variance. All relevant product information such as user manuals, technical specifications sheet etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification of the bid.

The Bank, at its discretion, may not evaluate a Technical Bid in case of non-submission or partial submission of technical details.

It is mandatory to provide the technical details in the exact format as explained above. The offer may not be evaluated by the bank in case of non-adherence to the format or non-submission/ partial submission of technical details per the format given in the RFP. The bank will not permit changes in the technical specifications once submitted. The relevant information, printed brochure, technical specification sheets etc. should be submitted along with the offer. Failure to submit this information along with the offer could result in disqualification.

7.3 Commercial Bid

The Commercial bid should be submitted online as well as in physical only as per Form 12 (Commercial Bid Format) and should be without any conditions. In case there is a deviation required by the bidder on the Commercial bid format, the same should be intimated to the Bank in writing before the last date for submission of queries. The Bank reserves the right to accept or reject the alternate commercial bid format proposed by the bidder.

7.4 Submission of Bids

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of the RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.

In addition, the bid in the online mode shall be submitted by the bidder at Bank's e-Tendering portal <https://obc.eproc.in>.

7.5 Sealing and Marking of Bid

1. Sealed Envelope A (EMD)
 -) Sealed envelope containing EMD labelled accordingly
2. Sealed Envelope B (Confirmation of Eligibility Criteria) should contain:
 -) Form 4: Confirmation of Eligibility
 -) Supporting documents for Form 4: Confirmation of Eligibility Criteria



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3. Sealed Envelope C (Technical Bid) should contain:

-) Formats and supporting documents for the Technical Bid
-) Annexure 1: Submission Checklist
-) Annexure 2: Organization Particulars
-) Form 3- Compliance Statement
-) Form 5: Technical Bid Format
-) Form 6: Confirmation of Terms & Conditions
-) Form 7: Tender Offer Cover Letter
-) Form 11: Bid Undertaking Letter
-) Form 12: Commercial Bid Format (Masked)
-) Form 13: Integrity Pact
-) Form 14: Audit Manger & Team Experience
-) Form 15: No Deviations Undertaking
-) Form 16: Letter of authority for participating in Reverse Auction
-) Any other documents deemed relevant by the bidder
-) CD containing technical response along with all relevant annexures and forms

In case the bank has released corrigendum for annexures & forms, then the bidder should consider and submit the forms/annexures published in the latest corrigendum.

3. Sealed Envelope B and C should be placed inside a master Sealed Envelope D and should be marked as Technical Bid.
4. Sealed Envelope E (Commercial Bid) should contain
 -) Form 2: Commercial Compliance Certificate
 -) Form 12: Commercial Bid Format
5. Envelopes A, B, C,D and E should have the following inscriptions:
 -) Top left corner: Contents
 -) Top right corner: Bid Reference Number and Due Date
 -) Centre: Address of Bank as stated below
 -) Bottom left corner: Name, address, contact number and e-mail ID of bidder



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Bids duly sealed should be submitted at the below address on or before the last Date and Time for bid submission.

*Tender Box,
Central Accounts Office,
Corporate Office, Plot No. 5, Sector 32,
Gurugram – 122001*

Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted.

7.6 Late Bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the bidder.

7.7 Opening of Bids

Bids received within the prescribed closing date and time will be opened in presence of bidders' representatives who choose to attend the opening of the RFP on the specified date and time as mentioned earlier in the RFP. The bidder's representatives present shall sign a register of attendance and minutes and they should be authorized by their respective companies to do so. A copy of the authorization letter should be brought for the bank to verify.

The bids shall be opened in 2 phases:

In Phase 1, technical bid including the Confirmation of Eligibility Criteria shall be opened per the schedule given in the RFP in presence of the bidder(s) who choose to attend the meeting at a pre-specified date and time, and sign a register evidencing their attendance. However, the Technical Bid will be evaluated only for the bidders who satisfy all the eligibility criteria.

In Phase 2, Commercial Bids of only bidders who meet the Technical Evaluation cut-off shall be opened in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place that will be communicated to them. The bidders' representatives who are present shall sign a register evidencing their attendance. Bank would notify the technically qualified bidders about the date and time of opening the commercial bids.

The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the Commercial Bid opening.

Bank reserves the right to take the services of any one or more external agencies for total evaluation of the proposal submitted by the bidder. However, the final decisive parameters would be at the sole discretion of the Bank and the Bank is not liable to disclose either the criteria or the evaluation report/reasoning to the bidder(s).



7.8 Proposal Modification

No additions or changes to any bidder's proposal will be allowed after the deadline for bidders to submit their proposals, unless such modification is specifically requested by OBC.

7.9 Clarification of Bids

During the bid evaluation, the Bank may, at its discretion, ask the bidders for clarifications with respect to their bids. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted. Bank has the right to disqualify the bidder(s) whose clarifications are found not suitable for the requirement according to the scope of the work.

7.10 Result Notification

All bidders will be communicated of any decision made with respect to their RFP response as soon as practical. OBC will not be obliged to provide reasons for acceptance/ rejection of any response.

7.11 Cost of Responses

OBC will not be liable for any costs or expenses incurred by the bidders arising in any way from the preparation and submission of the RFP response and any matter concerning the RFP is to be at the bidder's sole risk, cost and expense.

7.12 Right to negotiate

OBC may negotiate (prior to or following the Closing Date) with one or more bidders and enter into an agreement with a bidder at its sole discretion without any obligation to provide any reasons in relation to the same to the other bidders. The Bank at its discretion may negotiate with the L1 bidder.

7.13 Precedence of Documents

1. If there is any discrepancy the hard copy of the bid document shall be treated as final in case of any discrepancy with the soft copy.
2. These terms and conditions of this RFP will prevail over any further terms that the bidder may include in its response or otherwise provide to OBC, and any such further terms will be of no force or effect.

7.14 Address for Communication

Point of Contact:	General Manager (Accounts)
Address:	Central Accounts Office, Corporate Office, Oriental Bank of Commerce Plot No. 5, Sector 32, Gurugram – 122 001



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Pointof Contact:	General Manager (Accounts)
EmailId:	cao@obc.co.in



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8 Evaluation Criteria

8.1 General Evaluation Criteria

Bank will scrutinize the offers to determine whether they are complete, any errors have been made in the offer, required technical documentation has been furnished, documents have been properly signed, items are quoted as per the schedule, eligibility criteria have been met, required EMD has been furnished and the bid(s) is/are generally in order.

Correction of errors shall be done by the Bank as detailed in the clause “Corrections of Errors” of this RFP. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the Bidding Documents without material deviations.

Bank reserves the right to visit any site and/or take presentations of the bidders, as part of the evaluation in accordance with the responses given for the identified requirements. This entire exercise has to be carried out by the bidders at their own cost.

8.1.1 Eligibility Criteria

Only bidders who fulfil the eligibility criteria mentioned in Section 3(‘Eligibility Criteria’) of this RFP will be eligible for technical evaluation.

8.1.2 Technical bid evaluation Criteria

Bidders who meet the eligibility criteria will be evaluated in accordance with the criteria mentioned in (‘Technical Evaluation Process’) of this RFP.

8.1.3 Commercial bid evaluation Criteria

The commercial bid evaluation will be carried out only for bidders who qualify the technical bid evaluation. The bidder with the highest score after reverse auction will be declared successful bidder and shall be considered for award of the Contract , the details of which are stated in Section 7.3.4– Commercial Evaluation Process.

8.2 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete. Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.



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8.3 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail
2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Commercial Bid Format will prevail
4. The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
5. Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / Commercial Bid Format for the product that would meet the Bank's requirements and quote for the same.

8.4 Non-Transferable Tender

This tender document is not transferable. Only the bidder who has purchased this tender form is entitled to quote.

8.5 Soft Copy of Tender Document

The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

The bidders will have to pay the non-refundable tender participation fee while submitting the bid. The same should not be included in any other envelope and should be submitted in a separate envelope.

8.6 Bid validity period

The offer should hold good for a period of 180 days from the last date of bid submission.

8.7 Addenda/Corrigendum

1. OBC may issue an Addendum/Corrigendum from time to time and at any time prior to the Closing Date.



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2. An Addendum/Corrigendum may be issued to clarify the RFP or to effect modifications to the RFP, including the Scope of Work and SLAs.
3. To the extent there is any inconsistency between an Addendum/Corrigendum and this RFP, the Addendum/Corrigendum will prevail and if between two or more Addenda/Corrigendum, the last issued Addendum/Corrigendum will prevail.

8.8 Pre bid meeting

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP.

For any clarification with respect to this RFP, the bidder may send an email to cao@obc.co.in. The format to be used for seeking clarification is mentioned in Form 10 (Pre-bid Query Format). It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be to the designated e-mail ID as stated earlier.

Written requests for clarification may be submitted to the Bank as per the schedule mentioned in the RFP prior to pre-bid meeting and clarifications for such queries shall be provided by Bank or its representative in the meeting. It may be noted that no queries of any bidder shall be entertained after the last date for submission of queries via e-mail. Only two authorized representatives of the bidders who have purchased the RFP document will be allowed to attend the meeting. Bank may or may not respond to all the queries of the bidder.

8.9 Business Rules for reverse auction

8.9.1 Applicability

1. Reverse auctions are carried out under the framework of rules that are called Business Rules.
2. All bidders participating in reverse auction shall understand/accept terms & conditions and give an undertaking for compliance with the same to the Bank in the prescribed format Form 3: Compliance Statement
3. Any bidder not willing to submit such an undertaking shall be disqualified for further participation in the e-procurement process in question.

8.9.2 Service Provider's Role and Responsibilities

1. In all Reverse Auctions conducted by the Bank through a Service Provider, the Bank shall enter into a separate agreement clearly detailing the role and responsibilities of the service provider hosting the web portal for the Reverse Auction.
2. For creating necessary obligations and rights, the service provider will also enter into an agreement with each vendor as per a format designed by him for this purpose. The bank shall resolve any points/ issues concerning such agreement of vendor and service provider.
3. While a Service Level Agreement (SLA) by the Bank with the Service provider is an arrangement for smooth and fair conduct of the Reverse Auction, the Bank shall be directly responsible to vendors for fair and transparent conduct of the Reverse Auction.



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4. The service provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of reverse auction.
5. The service provider shall also archive the data pertaining to the Reverse Auction for a minimum period of 3 years.
6. Service provider/ auctioneer is responsible for conduct of adequate training to all technically qualified bidders representing the reverse auction and bidding process.
7. Whenever it is considered necessary and asked by the bidders or as decided by the auctioneer or by Bank a mock auction may also be conducted for the benefit of all concerned.
8. Authorized representative of the bidder name in the authorization letter given by the vendor shall be given unique user name, password by the service provider/ auctioneer.
9. Each bidder shall change the password and edit the information in the registration page after receipt of initial password.
10. All the bids made from the log-in ID given to bidder shall ipso-facto be considered bid made by the vendor/ bidder to whom log-in ID and Password were assigned by the service provider/ auctioneer.
11. Any bid once made through registered log-in ID/ password by the vendor/ bidder cannot be cancelled. The bidder, in other words, is bound to sell the "Offering" as per the RFP at the bid price of TCO.
12. Every successive bid by the bidder/ vendor being decremental bidding shall replace the earlier bid automatically and the final bid as per the time and log-in ID shall prevail over the earlier bids.
13. The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different vendors. In other words, there shall never be a "Tie" in bids.

8.9.3 Compliance/Confirmation from Bidder

The bidders participating in reverse auction shall submit the following documents duly signed by the same Competent Authority who signs the offer document in response to the tender:

1. Acceptance of Business Rules for Reverse Auction and undertaking as per format in Form 3: Compliance Statement.
2. Agreement between bidder and vendor supporting the reverse auction. (This format will be given by the OEM prior to Reverse Auction.)
3. Letter of authority authorizing the official/s to take part in Reverse Auction as per format in Form 3: Compliance Statement

8.9.4 Copy of Business Rules

1. The Bank shall supply copy of the Business rules to any vendors/ bidders, wishing to participate in the reverse auction. Such request shall be made in writing to the Bank by an authorized representative of the vendor.
2. For any dispute concerning the Business Rules, the hard copy of Business Rules supplied by the Bank for the reference of reverse auction process will alone be considered final and binding.

8.9.5 Training to bidders

1. The Bank will facilitate training for participation in reverse auction either on its own or through the service provider for the reverse auction.



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2. On request where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with reverse auction process.
3. Any bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any request / complaint / grievance later.
4. Each bidder shall participate in the training at his / their own cost.
5. The venue, date, time etc. for training in reverse auction shall be advised at the appropriate time.
6. No request for postponement/fixing of training date/time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

8.9.6 Date/time of reverse auction

1. The date and time of commencement of reverse auction as also duration of 'Reverse Auction Time' shall be communicated at least 2 working Days prior to such auction date.
2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

8.9.7 Conduct of Reverse Auction

1. The reverse auction shall be conducted on a specific web portal meant for this purpose.
2. The reverse auction may be conducted by the bank itself or through a service provider specifically identified/appointed/empanelled by the bank.

8.9.8 Proxy Bid

1. Through proxy bid provision in the reverse auction process the bidder can feed in the system directly in strict confidence the initial quote and the lowest bid amount up to which it intends to quote. The system automatically will keep his quote decreasing by specified decremented amount as soon as some other bidder quotes amount lower than proxy bidder's last quote. This obviates the need for him participating in the bidding process until the proxy bid amount is decremented reached by other bidders.
2. When proxy bid amount is reached, the bidder has an option to revise the proxy bid amount or he can prefer to start participating in bidding process.
3. The service provider will clarify the proxy bidding in detail during training.

8.9.9 Transparency in Bids

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.



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8.9.10 Masking of Names

1. Names of bidders shall be masked in the Reverse Auction process and bidders will be given suitable dummy names.
2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

8.9.11 Start Price

Reverse Auction process shall commence at and after electronically loading the “START-UP PRICE” on the basis of lowest TCO arrived at after evaluation of commercial bids or lesser than the lowest TCO arrived as evaluated by the Bank.

8.9.12 Decrement Bid Value

1. The bidders shall be able to bid only at a specified decrement value or multiple thereof and not at any other fractions. The Bid decrement value for each line item or for composite value shall be decided by the Competent Authority depending upon the nature and the value of equipment being procured.
2. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

8.9.13 Reverse Auction Process

1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction or in multiple Reverse Auctions by splitting the items of Commercial Bid Format in different lots.
2. The Bank shall however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.
3. The successful bidder shall be obliged to provide a Commercial Bid Format at the last bid price at the close of auction.

8.9.14 Changes in Business Rules

1. Any change in Business Rules as may become emergent and based on the experience gained may be made by the Bank.
2. Any/ all changes made in Business Rules shall be uploaded in the Website of the Bank www.obcindia.co.in immediately.
3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder participating in the Reverse Auction and his concurrence to/ acceptance of the change shall be obtained in writing by the Bank.



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8.9.15 Don'ts applicable to the Bidders

1. No bidder shall involve himself/ itself or any of his/ its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidders concerned from the e-Procurement process.
2. Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
3. Neither Bank nor service provider/ auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. at bidders' place. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

8.9.16 Errors and omissions

On any issue or area of material concern respecting e-Procurement not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

8.10 Award of Contract

OBC reserves the sole right to reject or accept any and all quotations, whether solicited or unsolicited, or to negotiate separately with any Bidder in any manner deemed necessary at its sole discretion. This right includes award of a Contract for only part of the scope of work. OBC reserves the right to waive infirmities and minor irregularities in RFP Responses received and to accept any portion of a response or all items bid or to accept modifications to any RFP Response. Following the evaluation, Contract may be awarded to the bidder whose bid meets the requirements of this RFP and provides the best value to the bank from both a techno-functional and commercial point of view. The bank may award the Contract to a single vendor or award only a part of the scope to a vendor.

The acceptance of the bid, subject to Contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Deputy General Manager-Department of Accounts at the address given in this RFP.

8.11 Rejection of Bids

The Bank reserves the right to reject any or all the bids or scrap the bidding process at any stage without assigning any reason. The Earnest Money Deposits in such event will be returned by the Bank. However, the participation fee will not be refunded.

8.12 Signing of Contract

The Successful Bidder (s) shall be required to enter into a Contract with Bank, within thirty (30) days of the award of the work or within such extended period, as may be specified by Bank. The Contract will be based on this RFP, Purchase Order and the corrigendum. However, if any new Terms & conditions are



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proposed by the bank, the same shall be discussed & mutually agreed. However the terms and conditions of purchase order and RFP shall constitute a binding Contract till such a Contract is issued.

8.13 Legal Compliance

The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

- 9 The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation.
- 10 The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the Successful Bidder.

8.14 Governing Law and resolution of dispute

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Delhi and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.

The laws applicable to this Contract shall be the laws in force in New Delhi, India. The Contract shall be governed by and interpreted in accordance with Indian law.

The Successful Bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

8.15 Amendment to Contract

No variation in or modification of the conditions of the Contract shall be made except by written amendment signed by the parties.

8.16 Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the Contract shall be served



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by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.



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9 ANNEXURE

Annexure 1: Submission Checklist

The bidder has to ensure that the following have been submitted as a part of the RFP submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

Annexure/Form Number	Name of the Document	Bidder's Remarks (Yes/No)
Form1	EMD	
	Participation Fee DD	
	Technical write up document giving the overview of the solution proposed by the bidder	
Annexure 1	Submission Checklist	
Annexure 2	Resource Particulars	
Form 2	Commercial Compliance Certificate	
Form 3	Compliance Statement	
Form 4	Confirmation of Eligibility Criteria	
Form 5	Technical Bid Format	
Form 6	Confirmation of Terms and Conditions	
Form 7	Tender Offer Cover Letter	
Form 11	Bid Undertaking letter	
Form 12	Commercial Bid Format.	
Form 13	Integrity Pact	
Form 14	Audit Manager & Team experience	
Form 15	No Deviation Undertaking	
Form 16	Letter of Authority for participating in Reverse Auction	



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Annexure 2: Organisation Particulars

Description		
1	Name of the firm	
2	Firm No. allotted by ICAI/ICWAI	
3	Address	
4	Email	
5	Contact number/s (Tel/Mobile)	
6	Office address of Gurugram (if different from 3 above)	
7	Presence in how many towns in India.(Provide Address)	
8	Year of establishment	
No. of completed years for which practicing in India as on 31.03.2018		
9	Name/s of partners * (membership certificates should be enclosed)	
10	Person(s) proposed to be assigned for the services and his/their profiles	
11	Name, address and account number of the firm's banker(s)	
12	PAN of the firm *	
13	GST registration number of the firm *	
14	Number of Employees	
15	Number of C.A. Employees in the firm (out of above)	
16	Number of Employees who have done DISA/CISA	
17	Net worth as on 31.03.2018	
18	Turnover during last three financial years 2015-16 2016-17 2017-18	
19	Details of major Contracts.	
20	Any other information considered relevant.	



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10 FORMS

Form 1: Earnest Money Deposit (EMD)

RFP Reference No.OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

Undertaking on the Letter Head of the bidder

Date:

General Manager (Accounts)

Central Accounts Office,Corporate Office,

Oriental Bank of Commerce Plot No. 5, Sector 32,

Gurugram – 122 001

Dear Sirs,

In accordance with your proposal reference no. _____ dated
_____ M/s _____ having its registered office at
_____ herein after called 'bidder') wish to participate
in the said Request for Proposal for Appointment of Auditor for Conducting GST audit of
Oriental Bank of Commerce having its Head Office at Plot No. 5, Sector -32, Institutional Area,
Gurugram- 122001.

We are submitting a demand draft drawn in favour of Oriental Bank of Commerce against Earnest Money Deposit amounting to Rupees _____, Rupees (in words) _____ valid up to _____, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the proposal document.

Authorized Signatory.



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Form 2: Commercial Compliance Certificate

RFP Reference No. .OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

Date: XX

To,

General Manager

Central Accounts Office, Corporate Office,

Oriental Bank of Commerce

Plot No. 5, Institutional Area, Sector-32

Gurugram- 122001

Dear Sir,

Having examined the Bidding Documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and work as vendors (Auditor) as mentioned in the RFP document & in conformity with the said bidding documents for the same.

I / We undertake that the prices are in conformity with the specifications prescribed.

I / We agree to abide by this bid for a period of 180 (One hundred and eighty only) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted by the Bank, any time before the expiry of this period.

Until a formal letter of engagement is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We agree to the terms & conditions mentioned in the RFP document.

Terms & Conditions:

) The fee quoted shall cover components and services on a fixed price basis inclusive of all costs and taxes like customs duty, import taxes, freight, forwarding, insurance, delivery, installation, training etc. at the respective delivery location of the bank but exclusive of only applicable (in India) GST and Octroi/ Entry Tax/ equivalent local authority cess, which shall be paid/ reimbursed on actual basis on production of bills. Further, receipts of such payments made to relevant authorities must be produced for equivalent local authority cess. GST will have to be quoted separately in the invoice. The Bank will not pay any other taxes, cost or charges. Any increase in these taxes (not included in fixed price) will be paid in actuals by the bank and any new tax introduced by the government will also be paid by the bank. The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank.

) Further, we confirm that we will abide by all the terms and conditions mentioned in the RFP.

) Fee is payable only on actual availing of services and no minimum or fixed fees are payable.



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Place:

Date:

Seal & Signature of the Bidder

Note:

-) *The Vendor will have to work as per the timing of the Bank*
-) *The term may be extended, solely at the discretion of Oriental Bank of Commerce, only on satisfactory review for such period as may be decided by the Oriental Bank of Commerce.*



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Form 3: Compliance Statement

(To be submitted by all the bidders participating in Reverse Auction)

RFP Reference No.OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

To,

The General Manager

Central Accounts Office,

Corporate Office,

Oriental Bank of Commerce

Plot No. 5, Sector 32, Gurugram – 122 001

Dear Sir,

Sub: RFP no. XX

1. We _____ (name of the Firm/LLP) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Oriental Bank of Commerce in the RFP document including all annexures and the Business Rules for Reverse Auction
4. We shall participate in the on-line auction conducted by (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company
5. We, hereby confirm that we will honor the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.

We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Commercial Bid Format for the TCO (Total Cost of Ownership) in terms of RFP.

Signature with Company Seal

Name:

Designation within Company/ Organization:

Company/ Organization:

Address of Company/ Organization:



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Name of the Authorized Representative:

Signature of Authorized Representative:

Verified above signature:

Competent Authority's Signature:



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Form 4: Confirmation of Eligibility

RFP Reference No.OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

S.No.	Eligibility Criteria	Supporting Documents	Bidders Compliance Yes/No.
1.	Either:- A Firm of Chartered Accountants /Cost Accountants having experience in implementation of GST in a Scheduled Commercial Bank having at-least 500 Branches as on 01.04.2017. Implementation experience of full time affiliate firms/LLP will be considered.	<p>Certified copy of registration Certificate issued by Registrar in case of LLP.</p> <p>Certified copy of Partnership deed in case of Partnership firm and MOU in case of LLP's</p> <p>Letter of appointment for implementation service, engagement letter, reference letter from the concerned Bank in favour of the Firm or full time Affiliate firm/ LLP.</p> <p>If experience of Full time Associate Firm/LLP is being used, Certificate from Company Secretary/Chartered Accountant about full time affiliation has to be submitted.</p>	
	Or		
	The firm of Chartered Accountants/Cost Accountants having a turnover of at-least Rs. 50 Crores in FY 2016-17, FY 2017-18 and having implementation experience in a NBFC having a Balance Sheet size (i.e Asset side Total) of Rs. 1 Lakh crores	<p>Certified copy of registration Certificate issued by Registrar in case of LLP.</p> <p>Certified copy of Partnership deed in case of Partnership firm and MOU in case of LLP's</p> <p>Letter of appointment for implementation service,</p>	



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S.No.	Eligibility Criteria	Supporting Documents	Bidders Compliance Yes/No.
	as on 31.03.2018. Implementation experience of full time affiliate firms/LLP will be considered.	engagement letter, reference letter from the concerned Bank in favour of the Firm or full time Affiliate firm/ LLP. If experience of Full time Associate Firm/LLP is being used, Certificate from Company Secretary/Chartered Accountant about full time affiliation has to be submitted. Turnover Certificate from a Chartered Accountant for FY 2016-17 & 2017-18.	
2	The bidder should not have been barred/black listed disqualified by any regulators / statutory body in India.	Self-Declaration on Bidder's letter head signed by the authorized signatory	
3	Application fee	Rs.10,000 Plus GST by way of demand draft in favour of Oriental Bank of Commerce payable at Gurugram.	



Form 5: Technical Bid Format

Particulars to be provided by the bidder in the technical proposal

RFP Reference No.OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

RFP for Appointment of Auditor for conducting GST audit of the Bank

PART A

S. No.	Particulars	Details to be furnished by the bidder
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to the Bank	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Experience in the field of GST / Service tax as consultant	Please attach a separate sheet, if required
9	Details GST Implementation Contracts undertaken in Scheduled Banks in India or NBFC.	Please attach a separate sheet, if required. Details of Credentials. (Give Scope of Work for each Contract)
10	Number of persons who are proposed to be associated for executing the Contract with names including that of the Team Leader. The Team Leader, once assigned to the Bank should not be replaced except under very exceptional circumstances and always with the consent from the Bank.	
	References of few clients	



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

Name-	
Address-	
Designation-	
Contact	
Phone	
Numbers-	
e-mail id-	

PART - B

S.no	Evaluation Parameters	Documents Required
1.	Standing of Firm/LLP	Constitution certificate issued by ICAI/ICMAI/Certificate of incorporation. Profile of the Firm/LLP, full time affiliate Chartered Accountancy firm detailing experience in Audit in India.
2.	Experience in GST Implementation services provided to Scheduled Banks or NBFC.	Reference letters from clients/purchase orders/agreement copies.
	Experience in implementation / compliance/advisory contract relating to GST / Service tax with scheduled Banks or NBFC which has presence in more than 5 states in India as on 31.03.2018	Reference letters from clients/purchase orders/agreement copies.
3.	Key Resources	Firm Constitution Certificate issued by ICAI or ICMAI containing list of Partners.
4.	Domain Knowledge in Information technology	Copy of the CISA/DISA certificates issued by the regulator in favour of the partners/staff.

Declaration:



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

1. We confirm that we will abide by all the terms and conditions contained in the RFP document.
2. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
3. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
4. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the date of expiry of the last date for submission of response to the RFP.

Place:

Date:

Seal & Signature of the bidder



Form 6: Confirmation of Terms and Conditions

RFP Reference No. OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

To,

General Manager

Central Accounts Office, Corporate Office,

Oriental Bank of Commerce

Plot No. 5, Institutional Area, Sector-32

Gurugram- 122001

Dear Sir,

Sub: RFP (#XX) for Appointment of Auditor for conducting GST audit of the Bank Further to our proposal dated XX, in response to the RFP for Appointment of Auditor for conducting GST audit of the Bank issued by Oriental Bank of Commerce (OBC) we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFP documents issued by the Bank. By responding to the RFP, we agree that we have submitted a no deviation bid which is in adherence to the requirements, scope, SLAs, payment terms, Audit timelines, terms and conditions etc. stated in the RFP document including all corrigendum/amendment floated by Oriental Bank of Commerce pertaining to Appointment of Auditor for conducting GST audit of the Bank. Any assumption or exclusion submitted by us in the proposals which are contradictory to the RFP document stands null and void. OBC is not bound by any other extraneous matters, assumptions, exclusions or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Bidder's Name



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Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

Form 7: Tender Offer Cover Letter

RFP Reference No.OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

To,

General Manager

Central Accounts Office, Corporate Office,

Oriental Bank of Commerce

Plot No. 5, Institutional Area, Sector-32

Gurugram- 122001

Having examined the RFP documents including all annexure and forms the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Appointment as Auditor for conducting GST audit of the Bank as mentioned in RFP document in conformity with the said RFP documents in accordance with the Commercial bid and made part of this RFP.

We understand that the RFP provides generic specifications about all the items and it has not been prepared by keeping in view any specific bidder.

If our RFP offer is accepted, we will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG) which shall be 15% of the Purchase price for Contract duration including claim period of 6 (six) months, validity starting from its date of issuance. The PBG shall be submitted within 15 days of the PO from the Bank.

We agree to abide by this tender offer till 180 days from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period.

Until a formal Contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding Contract between us.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive.

Dated this _____ day of _____ 201_

Signature: _____



Form 8: Performance Bank Guarantee Format

RFP Reference No. OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

(To be stamped in accordance with stamp act)

Central Accounts Office,

Corporate Office,

Oriental Bank of Commerce

Plot No. 5, Sector 32, Gurugram – 122 001

In consideration of Oriental Bank of Commerce (hereinafter called “the said Purchaser”) having its office at the aforesaid address, having agreed to purchase/engage _____ from _____ having its office at _____ (hereinafter called “the said Supplier/Vendor/Contract or”) under the terms and conditions of an Agreement dated _____ (hereinafter called “the said Agreement”).

Towards the security for the due fulfilment of the terms and conditions contained in the said Agreement, it has been agreed by the said Supplier/Vendor/Contract or that he shall provide a Bank Guarantee for _____ (Rupees _____ only).

We _____ (indicate the name of the Bank) (hereinafter referred to as “the Bank”) at the request of _____ (Supplier/Vendor/Contract or) do hereby undertake and guarantee to pay to the Purchaser an amount not exceeding Rupees _____ (either in lump sum or in parts) against any loss or damage claimed by the said purchaser to have been caused to or suffered or would be caused to or suffered by the Purchaser stated by the said purchaser to be the reason of any breach by the said Supplier/Vendor/Contract or(s) of any of the terms or conditions contained in the said Agreement.

Unless repugnant to the context or meaning thereof, expressions, Purchaser, Supplier/Vendor/Contract or, Bank shall mean and include their heirs, representatives, successors, executors, administrators, assigns, etc., as may be applicable,

1 The Bank does hereby undertake to pay the amount(s) due and payable under the guarantee without any demur, merely on a demand from the Purchaser stating that the amount(s) claimed is/are due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Supplier/Vendor/Contract or(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier/Vendor/Contract or(s) failure to perform its obligations under the said Agreement. Any such demand made by the Purchaser on the Bank shall be conclusive as regards the amount(s) due and payable by the Bank under this guarantee, whether made in one go or in parts. However, Bank’s liability under this guarantee shall in totality be restricted to an amount not exceeding Rupees _____, whether or not invoked or if invoked, in part or otherwise.



2 The Bank undertakes to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier/Vendor/Contract or(s) or any suit or proceedings pending before any Court or Tribunal relating thereto, unless there is a stay granted by the court or tribunal on such payment. Thereby meaning that Bank's liability under the present guarantee shall be absolute and unequivocal in any circumstances what so ever, if called upon to pay by the Purchaser. However our liability shall not exceed in Rupees _____ (in words)

3 The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues and or advances made by the Purchaser under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____, the Purchaser certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contract or(s) and accordingly the Purchaser discharges this guarantee, either in writing or by returning the Original Guarantee Bond or till its expiry whichever is earlier to the Bank.

4 The Bank before the release of the Bank Guarantee Bond in original by the purchaser and before the expiry of this guarantee, as per clause 3 of this Guarantee Bond, may renew this guarantee for the same period as was initially requested upon for this guarantee or for any shorter period, at the option of the purchaser, under intimation to the vendor.

5 The Bank further agrees with the Purchaser that the Purchaser shall have the fullest liberty without Bank's or Supplier/Vendor/Contract or(s) consent and without affecting in any manner Bank's obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier/Vendor/Contract or(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier/Vendor/Contract or(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the said Supplier/Vendor/Contract or(s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier/Vendor/Contract or(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving the Bank, in any manner what so ever.

6 This guarantee will not be discharged during its currency due to the change in the constitution of either the Bank or the Purchaser or the Supplier/Vendor/Contract or(s), in any manner what so ever.

7 The Bank lastly undertakes not to revoke this guarantee during its currency or extensions thereof, except with the previous consent of the Purchaser, in writing or otherwise than as is provided in this Guarantee.

8 The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as its principal debtor in first instance without proceeding against the said



Supplier/Vendor/Contract or(s), and notwithstanding any security or other guarantees that the Purchaser may have in relation to or in relation to the Supplier/Vendor/Contract or(s) liabilities from time to time, as this guarantee constitutes a separate, distinct and independent Contract between the Bank and the Purchaser.

9 Any officer of the Purchaser of the rank of Senior Manager or above, duly authorized in this regard, shall be competent to issue demand/notice or to issue any appropriate instructions, as the circumstances may warrant, to the Bank under this Guarantee, which the Bank shall have to comply immediately and forthwith, without raising any dispute or question/s in regard there to, in any manner what so ever.

Notwithstanding anything contained hereinabove:

1 The liability of the Bank under the guarantee shall not exceed Rupees _____ (in words). 2 This Bank Guarantee shall be valid either till _____ or till the issue of a fresh Bank Guarantee to the Purchaser with an extended period in lieu thereof or till the Purchaser certifies in writing that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier/Vendor/Contract or(s) and accordingly the Purchaser discharges this guarantee, in writing and by returning the Original Guarantee Bond to the Bank.

3 The Bank before the release of the Guarantee Bond in Original by the purchaser and before the expiry of this guarantee may at its option renew this guarantee for the same period as was initially agreed upon for this guarantee or any shorter period, at the option of the purchaser, under intimation to the vendor.

4 The Bank is liable to consider any notice for invocation of Bank Guarantee as a default by the Supplier/Vendor/Contract or(s) and shall be under an obligation to pay to the Purchaser the entire amount of Guarantee or any part thereof under this Bank Guarantee only and only if the Purchaser serves upon the Bank a written claim or demand before the expiry of either the Bank Guarantee or any extended period/s under this Bank Guarantee, as the case may be. Notwithstanding anything contained herein our liability under this Bank guarantee shall not exceed rupees/- (Rupees Only) This Bank guarantee shall be valid up to and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.....

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

Dated the _____ day of _____.

SIGNED AND DELIVERED BY

The within named Guarantor,

_____, by the hand of Shri. _____, its authorized official.



Form 9: Non-Disclosure Agreement Format

RFP Reference No. OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

(On Rs.100 Non-Judicial stamp paper)

This Non-Disclosure Agreement made and entered into at..... This
.....day of.....201_

BY AND BETWEEN

..... Firm/LLP, a company Registered under the

The Indian Partnership Act, 1932/LLP Act 2008 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Oriental Bank of Commerce, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Corporate Office at Oriental Bank of Commerce Plot No. 5, Institutional Area, Sector-32 Gurugram- 122001 (hereinafter referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Oriental Bank of Commerce are hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

1. Oriental Bank of Commerce is engaged in the business of providing financial services to its customers and intends to engage Vendor for providing Audit Services for Goods and Services Tax (GST).
2. In the course of such Contract, it is anticipated that Oriental Bank of Commerce or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Contract (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Oriental Bank of Commerce. The Vendor undertakes to safeguard and protect such confidential information as may be received from Oriental Bank of Commerce.



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Oriental Bank of Commerce granting the Vendor and or his agents, representatives to have specific access to Oriental Bank of Commerce property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

(i) "Confidential Information" means all information disclosed/furnished by Oriental Bank of Commerce to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation Contract, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.

(ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure. Confidential Information does not include information which:

(a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,

(b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Oriental Bank of Commerce,

(c) was rightfully obtained by the Vendor from a source other than Oriental Bank of Commerce without any obligation of confidentiality,

(d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Oriental Bank of Commerce of such order and afford Oriental Bank of Commerce the opportunity to seek appropriate protective order relating to such disclosure.

(e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

Nothing contained herein shall in any manner impair or affect rights of Oriental Bank of Commerce in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care.

The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents and the Vendor agrees to notify Oriental Bank of Commerce immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Oriental Bank of Commerce and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) any aspect of Oriental Bank of Commerce's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) business processes and procedures; or
- d) current and future business plans; or
- e) personnel information; or
- f) financial information.

3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

Information or other matter of this Agreement, without the prior written approval of Oriental Bank of Commerce.

4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Oriental Bank of Commerce, whichever is earlier. The Vendor hereby agrees and undertakes to Oriental Bank of Commerce that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Oriental Bank of Commerce, all information received by it from Oriental Bank of Commerce for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Oriental Bank of Commerce to certify in writing upon request of Oriental Bank of Commerce that the obligations set forth in this Agreement have been complied with.

Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain

5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Oriental Bank of Commerce to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Oriental Bank of Commerce.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Oriental Bank of Commerce if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Oriental Bank of Commerce may suffer immediate irreparable loss for which monetary compensation may not be adequate. Oriental Bank of Commerce shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.

Any claim for relief to Oriental Bank of Commerce shall include Oriental Bank of Commerce's costs and expenses of enforcement (including the attorney's fees).

7. Entire Agreement, Amendment and Contract: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Bangalore shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

9. Indemnity: The Vendor shall defend, indemnify and hold harmless Oriental Bank of Commerce, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, in the course of discharge of its obligations under this Agreement.

10. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.

All Confidential Information is provided "as is". In no event shall the Oriental Bank of Commerce be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Oriental Bank of Commerce constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.

Oriental Bank of Commerce discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

11. Waiver: A waiver (whether express or implied) by Oriental Bank of Commerce of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Oriental Bank of Commerce from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of -----

()

(Designation)

For and on behalf of Oriental Bank of Commerce

()

(General Manager (Accounts))



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

Form 10: Pre Bid Query Format

RFP Reference No. .OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

Bidder's request for Clarification - to be submitted as per the date mentioned in the RFP for submission of pre-bid queries

If, bidder, desiring to respond to RFP for Appointment of Auditor for conducting GST audit of the Bank, requires any clarifications on the points mentioned in the RFP, it may communicate with Oriental Bank of Commerce using the following format.

All questions received till the last date & time of receive pre-bid queries will be formally responded to and questions/points of clarification and the responses will be circulated to all participating bidder if required. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, OBC may at its discretion, answer all such queries in the Pre-bid meeting.

RFP Reference No.: XX dated XX				
S.No	Page No.	Section No.	Clause	Bidder's Remarks



Form 11: Bid Undertaking Letter

RFP Reference No.OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

To

General Manager

Date: XX

Central Accounts Office,

Corporate Office,

Oriental Bank of Commerce

Plot No. 5, Institutional Area, Sector-32

Gurugram- 122001

Dear Sir,

REF: RFP No.: XX dated XX

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. We have quoted for all items as requested by Oriental Bank of Commerce in the RFP and stand committed to deliver to the highest standards and quality as required by Oriental Bank of Commerce to meet the timelines of the Audit. Our bid submission is in line with the requirements of Oriental Bank of Commerce as stated in the RFP.
2. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
3. We are completely aware of the Service requirements and timelines specified by Oriental Bank of Commerce and are committed to adhering to the same. We have also clearly taken note of the service level requirements of Oriental Bank of Commerce and expectations from us and wish to confirm that we have taken care of every aspect to meet the same.
4. We have clearly understood Oriental Bank of Commerce's requirements and wish to confirm that we abide by the terms and conditions of the RFP issued thereafter.
5. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Oriental Bank of Commerce's discretion. We also confirm and understand that for all other errors which we have made in the bid, Oriental Bank of Commerce for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to Oriental Bank of Commerce's discretion.
6. We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to Oriental Bank of Commerce for the sake of resource continuity. Further, we also



Request for Proposal for Appointment of Auditor for
Conducting GST audit of the Bank.

confirm that Oriental Bank of Commerce may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by Oriental Bank of Commerce we agree to change the same and provide Oriental Bank of Commerce with a replacement within reasonable time so as to not affect the services/Audit timelines.

7. We confirm that the prices and values quoted by us encompass the complete scope of the Audit and we will ensure that the quality of deliverables for the Audit is not affected due to any pricing pressures.

Dated this.....by20

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the Vendor duly signed by an authorized signatory)



FORM 12: Commercial Bid Format

RFP Reference No .OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

Commercial Bid: RFP For Appointment of Auditor for conducting GST audit of the Bank

To,
The General Manager
Central Accounts Office,
Oriental Bank of Commerce ,
Plot No-5 Sec 32 Institutional Area,
Gurgaon, Haryana.

Sir,

Sub: Price Bid

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the Contract proposed by the Bank as Auditor.

	Audit Fees Including Out of Pocket Expenses(Rs.)
In Figures	
In Words	

TERMS AND CONDITIONS :

- 1) The above quoted fee is for the entire Contract. Applicable taxes GST will be charged separately.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal/agreement.
- 3) Bank will deduct tax (TDS) while releasing payment, if applicable as per the law.

Dated thisday of2018

(signature) (in capacity of)

Duly authorized to sign Proposal for and on behalf of



Form 13: Integrity Pact

RFP Reference No. OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

PRE CONTRACT INTEGRITY PACT

(To be stamped in accordance with the stamp act)

General

This pre-bid pre contract Agreement (hereinafter called the Integrity Pact is made on _____ day of the month of _____ 201_, between, on one hand, Oriental Bank of Commerce, a Govt. of India Undertaking and a Banking Company within the meaning of Section - 5 (c) of the Banking Regulation Act 1949 and having its Corporate Office, at Plot No.-5, Institutional Area, Sector - 32, Gurugram – 122001, acting through _____, General Manager (), (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer/ Partner/ Proprietor/ Authorized Official (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns)of the second part .

WHEREAS the BUYER proposes to procure (Name of the Store /Equipment /Item/Services) and the BIDDER /SELLER is willing to offer /has offered the store/services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a ministry / Department of the Government of India /PSU performing its functions on behalf of the President of India.

Now, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said store / equipment / service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1 Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the



contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitment as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitment of BIDDERS

3. The BIDDERS commit itself to all take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents/brokerage or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized Government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has such any amount been paid



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promised or intended to be paid to any such Individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre- contract negotiations or before signing the contract shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

3.13 The BIDDER shall not tend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that justify BIDDER'S exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded can be terminated for such reason.

5. Earnest money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (as specified in RFP) as Earnest Money/Security Deposit, with the BUYER through a demand draft in favour of Oriental Bank of Commerce payable at Gurugram.



5.2 The Earnest money / Security deposit shall be valid up to a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance Bond (after the contract is signed shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sum already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money (s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.



6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this pact.

7. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instruction by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the access all the documents relating to the project/procurement, including minutes of meeting.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.



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9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of this signing and extend up to 7 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later, In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

General Manager (CAO)

Official Name

Oriental Bank of Commerce

Designation

Company

Witness

Witness

1.

1.

2.

2.



Form 14: Audit Manager & Team Experience

RFP Reference No. OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

Audit Manager-

A. Experience

The Audit Manager responsible for the Audit should have the following minimum experience

1. Should be a qualified Chartered Accountant / Cost Accountant.
2. Should have total post qualification experience of more than 10 years.

B. Brief Roles and Responsibilities

-) Audit Manager shall be the Single Point of Contact (SPOC) for the mentioned audit services.
-) Audit Manager shall participate in the meetings of top management.
-) Audit Manager shall ensure adherence to the Audit timeline and the completion of the activities as defined in the scope of work in the mentioned RFP.
-) Audit Manager shall present the progress of the Audit to the Top Management for ensuring strict adherence to the Audit timelines and co-ordinate with the Audit team for necessary course correction to achieve the defined objectives.

Team Members-

A. Experience

The Team members deployed for the Audits mentioned in this RFP document should have should have experience of over 2+ years of work experience in carrying out of statutory audit or any other audit..

Note:

The Auditor is expected to provide documentary evidence in the terms of credential letters from the Bank/ NBFC giving proof of being associated in the capacity of engagement partner for large scale public sector bank engagements/NBFC . For the work experience and association with the firm the Auditor is expected to give a self-declaration.

a) For the experience of Audit lead and team members the Auditor is expected to give a self-declaration of their work experience.

b) The Bank will not allow or entertain any changes in the Audit Manager and Team Members during the course of Audit unless the same agreed upon by the Bank in writing.



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Form 15: No Deviation Undertaking

RFP Reference No. .OBC/HO/CAO/RFP/GST/2018-19/01 dated 11/07/2018

To,

The General Manager
Central Accounts Office,
Corporate Office,
Oriental Bank of Commerce
Plot No. 5, Sector 32, Gurugram – 122 001

Dear Sir,

Sub: RFP no. XX for Appointment of Auditor for conducting GST audit of the Bank dated XX

This is to confirm that we have submitted a no deviation bid and unconditionally accept all requirements, payment terms and the terms and conditions as mentioned in the said RFP including all corrigendum/amendment floated by Oriental Bank of Commerce pertaining to Appointment of Auditor for conducting GST audit of the Bank .

Any assumption or exclusion submitted by us in the proposal which are contradictory to the RFP stands null and void.

Place:

Date:

Seal and signature of the bidder



Form 16: Letter of Authority for Participating in Reverse Auction

RFP Reference No.OBC/HO/CAO/RFP/GST/2018-19/01

To,
The General Manager
Central Accounts Office,
Corporate Office,
Oriental Bank of Commerce
Plot No. 5, Sector 32, Gurugram – 122 001

Dear Sir,

Sub: RFP no. OBC/HO/CAO/RFP/GST/2018-19/01

1. We _____ (name of the Firm/LLP) have submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read and understood the terms of the RFP as well as the business rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business Rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.
4. We accordingly authorize Bank and/ or the Auction Company to issue user ID and password to the above names official of the company.
5. Both Bank and the auction company shall contact the above names official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature with Organisation Seal

Name:

Designation within Company/ Organization:

Company/ Organization:

Address of Company/ Organization:

Name of the Authorized Representative:

Signature of Authorized Representative:

Verified above signature:

Competent Authority's Signature: