

## 01 अक्टूबर 2024 से 30 सितंबर 2025 की अवधि के लिए भारतीय रिजर्व बैंक, भुवनेश्वर द्वारा समवर्ती लेखा परीक्षक की नियुक्ति

## (ई-निविदा सं: आरबीआई/भुवनेश्वर क्षेत्रीय कार्यालय/एचआरएमडी/2/24-25/ईटी/200)

- 1. भारतीय रिजर्व बैंक, भुवनेश्वर में समवर्ती लेखा परीक्षक की तैनाती के संबंध में 01 अक्टूबर, 2024 से 30 सितंबर, 2025 तक की अविध के लिए, ओडिशा राज्य आईसीएआई के साथ पंजीकृत कैटेगरी-। चार्टर्ड एकाउंटेंट फर्मों से दो-बोली प्रणाली (तकनीकी और वित्तीय बोली) के तहत ई-निविदाएं आमंत्रित की जाती हैं।
- 2. इच्छुक बोलीदाताओं को बोली प्रस्तुत करने से पहले निविदा के कार्यक्षेत्र, नियमों और शर्तों का उल्लेख करना चाहिए।
- 3. निविदा प्रस्तुत करने से पहले, बोलीदाता स्वयं को पात्रता और उसमें निर्धारित अन्य मानदंडों के बारे में सुनश्चित करना चाहिए। यह भी ध्यान दिया जा सकता है कि यहां निर्दिष्ट नियम और शर्तें प्रकृति में सांकेतिक हैं और इस निविदा के अंतर्गत सौंपे जाने वाले कार्य के सम्यक और उचित निष्पादन के लिए आवश्यक समझे जाने वाले लगभग सभी प्रकार के कार्यों के लिए, यह बैंक को सफल बोलीदाता के साथ करार निष्पादित करने के समय इस तरह के आगे या अन्य नियमों और शर्तों पर सहमत होने या बोलीदाता पर लागू करने या आवश्यक बनाने से, या इसमें निहित नियमों और शर्तों को बदलने, संशोधित करने या छोड़ने के लिए रोक नहीं सकता है।
- 4. उद्धरण में सुधार, यदि कोई हो, विधिवत एक अधिकृत व्यक्ति के पूर्ण हस्ताक्षर के साथ प्रमाणित किया जाएगा।
- 5. बोलीदाता के बोलीदाता/प्राधिकृत हस्ताक्षरकर्ता निविदा के प्रत्येक पृष्ठ पर हस्ताक्षर करेंगे।
- 6. पहले चरण में, तकनीकी बोली (भाग-1) 19 अगस्त, 2024 (दोपहर 03.00 बजे) को आरबीआई, भुवनेश्वर में खोली जाएगी। किसी भी बोलीदाता की बोली जिसने नियम और शर्तों में निर्धारित शर्तों में से एक या अधिक का अनुपालन नहीं किया है, तत्काल खारिज कर दिया जाएगा। इसके बाद, चयनित तकनीकी बोलियों का मूल्यांकन निविदा दस्तावेज में दी गई पद्धित के अनुसार किया जाएगा। इस संबंध में निर्णय भारतीय रिजर्व बैंक के विवेकाधिकार पर होगा।
- 7. तकनीकी और वित्तीय दोनों बोलियों में समवर्ती लेखा परीक्षक द्वारा कोई विचलन/शर्तें निर्धारित नहीं की जाएंगी। सशर्त निविदाएं स्वीकार नहीं की जाएंगी और तत्काल खारिज कर दी जाएंगी।
- 8. निविदा स्वीकृति के लिए निविदा तकनीकी बोली खोलने की तारीख से 90 दिनों तक या निविदा को अंतिम रूप देने की तारीख तक, जो भी पहले हो, खुली रहेगी।
- 9. बैंक न्यूनतम निविदा स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने या बिना कोई कारण बताए प्राप्त किसी भी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।
- 10. निविदा से संबंधित प्रश्नों पर चर्चा/स्पष्टीकरण के लिए भारतीय रिजर्व बैंक, भुवनेश्वर में 05 अगस्त, 2024 को सुबह 11.00 बजे एक पूर्व-बोली बैठक आयोजित की जाएगी। इस बैठक के लिए अलग से कोई सूचना नहीं भेजी जाएगी। सभी इच्छुक निविदाकर्ताओं को सूचित किया जाता है कि वे निर्धारित बैठक में भाग लेने से पहले निविदा दस्तावेजों का अध्ययन कर लें।

## क्षेत्रीय निदेशक भारतीय रिज़र्व बैंक भुवनेश्वर

नोट: यह एमएसटीसी पोर्टल के माध्यम से एक सीमित निविदा पूछताछ है। भुवनेश्वर में केवल कैटेगरी। सीए फर्म इस निविदा में भाग लेने के लिए पात्र हैं। आवेदन करने की इच्छुक पात्र फर्मों को एमएसटीसी पोर्टल (www.mstcecommerce.com) के साथ पंजीकृत होना चाहिए और केवल ऑनलाइन आवेदन करना चाहिए।

## निविदा की अनुसूची

I.	ई-निविदा सं.	आरबीआई/भुवनेश्वर क्षेत्रीय कार्यालय/एचआरएमडी/2/24- 25/ईटी/200	
II.	निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम (ऑनलाइन भाग। – तकनीकी बोली और भाग॥ - वित्तीय बोली के माध्यम से https://www.mstcecommerce.com/eprocn/	
III.	ई-निविदा आमंत्रित करने की सूचना की तिथि भारतीय रिज़र्व बैंक की वेबसाइट पर डाउनलोड के लिए उपलब्ध है		
IV.	बोली पूर्व बैठक	05 अगस्त, 2024 11.00 पूर्वाह्न को (ऑफलाइन मोड)	
V.	बोली पूर्व बैठक का स्थान	तीसरी मंजिल, भारतीय रिज़र्व बैंक, पंडित जवाहरलाल नेहरू मार्ग (सचिवालय मार्ग), यूनिट 3, खारवेला नगर, पी बी नंबर 16, भुवनेश्वर - 751001	
VI.	निविदा का अनुमानित मूल्य, अर्थात, न्यूनतम पारिश्रमिक शुल्क (प्रति माह)	<del>                                     </del>	
VII.	बयाना जमाराशि (ईएमडी)	निविदा में भाग लेने वाली सभी फर्मों द्वारा 19 अगस्त, 2024 को दोपहर 12:00 बजे तक प्राप्त होने वाली ईएमडी के रूप में आरबीआई भुवनेश्वर को ₹20,957/- की राशि प्रेषित की जानी है।	
		a) एनईएफटी i) खाताधारक का नाम (बैंक खाते में प्रदर्शित): Reserve Bank of India, Bhubaneswar ii) खाता संख्या: 186004001 iii) खाते का प्रकार: करेंट iv) पैन नंबर: AAIFR5286M v) IFSC कोड: RBIS0BBPA01 (5वां और 10वां अंक शून्य होता है) vi) बैंक और शाखा का नाम: भारतीय रिजर्व बैंक, भुवनेश्वर	
		(लेनदेन संख्या (स्कैन की गई प्रति) के साथ प्रेषण का प्रमाण तकनीकी बोली (बोली का भाग I) के साथ ईएमडी जमा करने के साक्ष्य के रूप में <u>abccbhubaneswar@rbi.org.in</u> पर भी सूचित किया जाना चाहिए।	
		या	
		ख) भारतीय रिज़र्व बैंक के पक्ष में आहरित डिमांड ड्राफ्ट/बैंक गारंटी (अनुसूचित बैंक द्वारा जारी) एबीसीसी (एचआरएमडी), भारतीय रिज़र्व बैंक, भुवनेश्वर में भौतिक रूप में सुपुर्द की जाएगी।	
		सफल निविदाकर्ता के अलावा अन्य सभी निविदाकर्ताओं की ईएमडी बोली वैधता (विस्तारित वैधता सहित) की समाप्ति पर	

www.abcaus	5.111	या सफल निविदाकर्ता को ठेका प्रदान किए जाने पर, जो भी पहले हो, लेकिन बिना किसी ब्याज के वापस कर दी जाएगी। सफल बोलीदाता द्वारा जमा की गई ईएमडी सफल बोलीदाता से विनिर्दिष्ट राशि के लिए कार्यनिष्पादन बैंक गारंटी प्राप्त करने पर लौटाई जाएगी, जहां निविदा में इस प्रकार निर्धारित की गई हो।		
VIII.	कार्यनिष्पादन बैंक गारंटी	अनुबंध मूल्य के 5% के बराबर राशि के लिए कार्यनिष्पादन बैंक गारंटी फर्म (सफल बोलीदाता) से 12 महीने के लिए प्राप्त की जाएगी।		
IX.	लेनदेन शुल्क	एमएसटीसी पोर्टल में उल्लिखित लेनदेन शुल्क का भुगतान, एमएसटीसी लिमिटेड के पक्ष में एनईएफटी/आरटीजीएस द्वारा एमएसटीसी भुगतान गेटवे के माध्यम से किया जाएगा। बोलीदाता लेनदेन शुल्क की लागत वहन करेगा।		
X.	एमएसटीसी पोर्टल पर ई-निविदा (तकनीकी बोली और वित्तीय बोली) के ऑनलाइन जमा करने की प्रारंभ का तारीख और समय।	07 अगस्त, 2024, शाम 6.00 बजे से		
XI.	ई-निविदा के ऑनलाइन बोली समाप्त करने की तारीख और समय (तकनीकी बोली और एमएसटीसी पोर्टल पर वित्तीय बोली)			
XII.	भाग-। को खोले जाने की तारीख और समय (तकनीकी बोली)	19 अगस्त, 2024, 03.00 बजे।		
XIII.	भाग-॥ को खोले जाने की तिथि (वित्तीय बोली)	भाग-॥ (वित्तीय बोली) केवल उन्हीं बोलीदाताओं(बोलीदाताओं) के लिए इलैक्ट्रॉनिक रूप से खोली जाएगी जिन्हें भाग-। (तकनीकी बोली) भारतीय रिजर्व बैंक, भुवनेश्वर द्वारा स्वीकार्य पाया गया है। ऐसे बोलीदाता (बोलीदाताओं) को उनके द्वारा उपलब्ध कराई गई वैध ई-मेल आईडी पर भाग-॥ (वित्तीय बोली) खोलने की तारीख के बारे में सूचित किया जाएगा।		

यह नोटिस केवल सूचना के लिए प्रकाशित किया जा रहा है और इस सीमित निविदा में उद्धरण देने के लिए खुला निमंत्रण नहीं है। इस निविदा में भागीदारी केवल आमंत्रण द्वारा है और चयनित खरीद इकाई के सूचीबद्ध ठेकेदारों तक सीमित है। अवांछित प्रस्तावों को अनदेखा किया जा सकता है। तथापि, जो ठेकेदार भविष्य में ऐसी निविदाओं में भाग लेना चाहते हैं, वे प्रक्रिया के अनुसार भारतीय रिजर्व बैंक में सूचीबद्ध होने के लिए आवेदन कर सकते हैं।



# Reserve Bank of India Pt. Jawaharlal Nehru Marg, P.B.No. 16, Bhubaneswar - 751001, Odisha

July 11, 2024

E-Tender for Appointment of Concurrent Auditor for the period w.e.f.

October 01, 2024 to September 30, 2025 by Reserve Bank of India, Bhubaneswar

(Tender No.: RBI/Bhubaneswar Regional Office/HRMD/2/24-25/ET/200)

#### Part I (Techno-Commercial bid)

Reserve Bank of India, Bhubaneswar (hereinafter called "the Bank"), invites E-tender under the Two-Bid system (Technical & Financial Bid) for Appointment of Concurrent Auditor (CA) for the period w.e.f. October 01, 2024 to September 30, 2025 for Reserve Bank of India, Bhubaneswar through MSTC Portal (https://www.mstcecommerce.com/eprocn/).

- 2. The appointment of CA will initially stand for a period of twelve (12) months, i.e., from October 01, 2024 to September 30, 2025. However, the same may be renewed for a second (October 01, 2025 to September 30, 2026) and third year (October 01, 2026 to September 30, 2027) on the same terms and conditions, subject to satisfactory performance as per annual review of the CA's performance.
- 3. The last date for submission of the e-tender on MSTC portal (<a href="www.mstcecommerce.com">www.mstcecommerce.com</a>) is August 19, 2024 till 12.00 PM. Part-I (Technical Bid) of the e-tender will be opened electronically on August 19, 2024 at 03.00 PM. In the eventuality of any afore-mentioned date being declared as a Holiday, the next working day shall become operative for the respective purpose mentioned herein.
- **4.** The tender document can be downloaded from the 'TENDERS' link on our website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> as well as from <a href="www.mstcecommerce.com">www.mstcecommerce.com</a> i.e., MSTC portal. Any amendment(s)/ corrigendum/ clarification(s) with respect to this tender shall be uploaded on the website/ MSTC portal only. The applicants should regularly visit the above-stated website/ MSTC portal for any Amendment/ Corrigendum/ Clarification.
- 5. The Bank reserves the right to reject any tender without assigning any reason thereof.

Regional Director Bhubaneswar

#### **DISCLAIMER**

Audit Budget and Coordination Cell (ABCC), Reserve Bank of India, Bhubaneswar (hereinafter called "the Bank"), has compiled this compendium on the Contract for information of all the interested parties/ bidders to enable them to bid for the contract for appointment of Concurrent Auditors in the Bank from October 01, 2024 to September 30, 2025 as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement with any party nor invitation to any party to perform work of any kind. While the Bank has taken due care in preparing this document and believe it to be in order, neither the Bank nor any of its authorities, agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representation, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and confirm in writing that they have done so; and that they have not relied solely on the information provided by the Bank in submitting the e-tender. The information is provided on the basis that it is non – binding on the Bank or any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The Bank is not responsible if due diligence is not exercised by the Respondents.

The Bank reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the timetable reflected in this document or to change the process or procedure to be applied with respect to this appointment. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any kind on any account will be paid to the persons or entities expressing interest in the aforesaid appointment.

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## **SCHEDULE OF TENDER**

**Note:** This is a tender enquiry through MSTC portal. Bidders are advised to first visit our website <a href="https://www.rbi.org.in">https://www.rbi.org.in</a> through 'Tenders' link check their eligibility. Eligible firms wishing to apply should register themselves with MSTC Portal (<a href="www.mstcecommerce.com">www.mstcecommerce.com</a>) and apply online only.

and apply online only.				
I.	e-Tender No.	RBI/Bhubaneswar Regional Office/HRMD/2/24- 25/ET/200		
II.	Mode of Tender	e-Procurement System (Online Part I – Technical Bid		
		and Part II - Financial Bid through		
		https://www.mstcecommerce.com/eprocn/		
III.	Date of Notice Inviting e-	July 11, 2024 from 6.00 PM onwards		
	Tender available for			
	download on RBI website			
IV.	Pre-Bid meeting	August 05, 2024 at 11.00 AM		
		(Offline Mode)		
V.	Venue of the Pre-Bid	3 <sup>rd</sup> floor, Reserve Bank of India, Pt. Jawaharlal Nehru		
	Meeting	Marg (Sachivalaya Marg), Unit 3, Kharvela Nagar,,		
		P.B.No. 16, Bhubaneswar - 751001		
VI.	Estimated value of tender,	₹74,000/- per month (including all costs and excluding		
	i.e., Minimum remuneration fee (per month)	GST) i.e., ₹8,88,000/- for twelve (12) months (including all costs and excluding GST).		
VII.	Earnest Money Deposit	,		
VII.	(EMD)	An amount of ₹20,957/- has to be remitted to RBI Bhubaneswar as EMD to be received latest by 12:00		
	(EWB)	PM of August 19, 2024 by all the firms participating in		
		the tender through		
		a) NEFT		
		i) Name of the Account Holder (as appearing in the		
		Bank Account): Reserve Bank of India, Bhubaneswar ii) <b>Account Number:</b> 186004001		
		,		
		iii) Type of Account: Current		
		iv) <b>PAN Number:</b> AAIFR5286M		
		iii) <b>IFSC Code:</b> RBIS0BBPA01 (5th and 10th digit is		
		'Zero')		
		iv) <b>Name of the Bank and Branch:</b> Reserve Bank of India, Bhubaneswar		
		(Proof of remittance with transaction number		
		(Scanned copy) shall have to be furnished as evidence		
		of deposit of EMD along with technical bid (Part I of the		
		bid) and also to abccbhubaneswar@rbi.org.in.)		
		OR		
		<b>b) Demand Draft/ Bank Guarantee</b> (issued by a Scheduled Bank) drawn in favour of the Reserve Bank		

		of India to be delivered in physical form at ABCC (HRMD), Reserve Bank of India, Bhubaneswar.
		The EMD of all tenderers other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of contract to the successful tenderer whichever is earlier, but without any interest.
		The Earnest Money deposited by the successful bidder shall be refunded on obtaining a Performance Bank Guarantee for the specified amount from the successful bidder where so stipulated in the tender.
VIII.	Performance Bank Guarantee	Performance Bank Guarantee for an amount equal to 5% of the contract value will be obtained from the firm (successful bidder) for 12 months.
IX.	Transaction fees	Payment of Transaction Fee, as mentioned in the MSTC portal, through MSTC payment gateway by NEFT/ RTGS in favour of MSTC Ltd. The bidder shall bear the cost of the transaction fee.
X.	Date & time of Commencement of online submission of e-tender (Technical Bid and Financial Bid) on the MSTC portal	August 07, 2024, 6.00 PM onwards
XI.	Date & time of Closing of online submission of e- tender (Technical Bid and Financial Bid) on the MSTC portal	August 19, 2024, 12.00 PM
XII.	Date & time of opening of Part- I (Technical Bid)	August 19, 2024, 03.00 P.M.
XIII.	Date of opening of Part - II (Financial Bid)	Part-II (Financial Bid) will be opened electronically of only those bidder(s) whose Part-I (Technical Bid) is found acceptable by RBI, Bhubaneswar.
		Such bidder(s) will be intimated regarding date of opening of Part- II (Financial Bid) on valid e-mail IDs provided by them.

- i) The Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions.
- ii) No bidder shall have any cause of action or claim against the Bank for rejection of their Bid.
- iii) All information submitted in response to this tender shall be the property of Reserve Bank of India and it shall be free to use the concept of the same at its will.

www.abcaus.in

## **IMPORTANT INSTRUCTIONS REGARDING E-TENDER**

This is an e-procurement event of Reserve Bank of India, Bhubaneswar. The e-procurement service provider is MSTC Limited (<a href="www.mstcecommerce.com">www.mstcecommerce.com</a>). You are requested to read and understand the Notice Inviting E-Tender and subsequent Corrigendum, if any, before submitting your online tender.

## Process of e-Tender:

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/ her/ their bids electronically. Electronic bidding for submission of 'Technical Bid' as well as 'Financial Bid' will be done over the internet. Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders. Vendor(s) is/ are to make his/ her/ their own arrangement for bidding from a Personal Computer connected with the internet. MSTC/ RBI, Bhubaneswar is not responsible for making such an arrangement (bids will not be recorded without digital signature).

**NOTE:** The 'Technical Bid' and 'Financial Bid' have to be submitted online only at <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>

- (i) Vendors are required to register themselves online with <a href="www.mstcecommerce.com">www.mstcecommerce.com</a> →
   e- Procurement → PSU / Govt. Depts. → Select RBI Logo → Register as 'Vendor' by filling up details and creating own user id and password → Submit.
- (ii) Vendors will receive a system generated e-mail confirming their registration on the email id which has been provided while filling the registration form.
- (iii) In case any clarification is required, vendor(s) may contact MSTC/ RBI, Bhubaneswar (before the scheduled time of the e- tender).

#### Contact person (MSTC Bhubaneswar):

Shri Tammana D.M.V.Satyasai	Shri Mahesh Ramavath	
Branch Manager, MSTC Bhubaneswar	Dy Manager	
tsatyasai@mstcindia.co.in	rmahesh@mstcindia.co.in	
Contact- 9441487624/ 0674-2950091	Contact -8801281004/ 0674-2950091	
	Help Desk/ Office: helpdesk@mstcindia.co.in	
	Contact: 7969066600	

### Contact person (RBI, Bhubaneswar):

Shri Prem Shankar Konapala, AGM (ABC	Shri Abhishek Dutta, AM ( ABC Cell,	
Cell, HRMD)	HRMD)	
abccbhubaneswar@rbi.org.in;	abccbhubaneswar@rbi.org.in;	
premshankark@rbi.org.in;	abhishekdutta@rbi.org.in;	
Mob. No.: 80743 276753 Landline: 0674-2396916	Mob. No.: 70023 38097	

## B) System Requirements:

- (i) Windows 7 or above Operating System
- (ii) IE-7 and above Internet browser
- (iii) Signing type digital signature
- (iv) Updated JRE 8 (update 9 and above) software to be downloaded and installed in the system.

To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied:

Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e., Remove
the tick from the tick box mentioning "Enable Protected Mode".

#### Other Settings:

- Tools => Internet Options => General => Click on Settings under "Browsing History/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".
- To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet
  Options→ custom level (Please run IE settings from the page <a href="www.mstcecommerce.com">www.mstcecommerce.com</a>
  once).
- For more details, vendor may refer to the Vendor Guide and FAQ available at https://www.mstcecommerce.com/eprocn/

## C) Process of E-tender:

**1.** The Technical Bid and the Financial Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>. Tenders will be opened electronically on specified date and time as given in the NIT.

- 2. All entries in the tender should be entered in online technical & financial formats without any ambiguity.
- 3. Special Note towards transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box and make the payment in favour of MSTC Limited through NEFT. On selecting NEFT, the vendor shall generate a challan by filling up a form and thereafter remit the transaction fee amount as per details printed on the challan without making any change in the same. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

Bidder(s) may please note that the transaction fee should be deposited by debiting the account of the bidder only. Transaction fee deposited from or by debiting any other party's account will not be accepted. **Transaction fee is non-refundable.** 

The vendor will not have the access to online e-tender without making the payment towards the transaction fee.

**NOTE:** Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

- **4.** Information about tenders / corrigendum uploaded shall be sent by email only during the process till finalization of tender by RBI, Bhubaneswar as well as MSTC. Hence, the vendors are required to ensure that the corporate e-mail ids provided are valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 5. Please note that there is no provision to take out the list of parties downloading the tender document from the website mentioned in NIT. As such, bidders are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer(s) who have downloaded the documents from website.

**6.** E-tender cannot be accessed after the due date and time mentioned in the Notice inviting e-tender.

#### 7. Bidding in E-tender:

- a) The vendor (s) need to submit necessary Transaction fee to be eligible to bid online for the tender. Transaction fees are non-refundable.
- b) The process involves Electronic Bidding for submission of Technical and Financial Bid (Part I & Part II).
- c) The vendor (s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet on the MSTC website <a href="www.mstcecommerce.com">www.mstcecommerce.com</a> → e- procurement → PSU/ Govt. Depts.→ Login under RBI → My menu → Auction Floor Manager → Live Event → Selection of the live event → Technical Financial Bid.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to Save/submit his Technical bid.
- e) After filling the Technical Bid, vendor should click 'save' for recording their Technical Bid. Once the same is done, the Financial Bid link becomes active and the same has to filled up and then the vendor should click on "save" to record their Financial Bid. Once both the Technical Bid & Financial Bid have been saved, the vendor can click on the "Final submission" button to register their Bid.
- f) After clicking the final submission two more options will show up, i.e., "Withdraw bid" and "Delete bid". If the vendor wants to withdraw his/ her/ their bid permanently then they should click on the 'withdraw bid' link. Then he/ she will not be able to bid again. If the vendor wants to delete the bid after final submission and re-submit the bid then he/ she should click on the 'delete bid' link and re-submit the same and again click on 'final submission'.

- g) Vendor(s) should use 'Upload Documents' link under 'My Menu' to upload documents in the document library. Multiple documents can be uploaded. Maximum size of a single document that can be uploaded in 5 MB. Once documents are uploaded in the library, vendor(s) can attach documents through the 'Attach Document' link against the tender. Please note that if the documents are not attached to the tender, the same cannot be downloaded by RBI, Bhubaneswar and it will be deemed that the vendor has not submitted the documents.
- h) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- i) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- j) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- k) All electronic bids, submitted during the e-tender process, shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Bank will form a binding contract between the Bank and the vendor for execution.
- I) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- m) The tender inviting authority, i.e., the Bank reserves the right to cancel or reject or accept or withdraw or extend the tender as the case may be without assigning any reason thereof.
- n) Any deviation from the terms and conditions of the Tender document shall not be acceptable. The submission of the bid in the e-Tender floor by the vendor confirms his/ her acceptance of the terms & conditions for the Tender.
- o) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/ tender document.
- **8.** Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.

- No deviations from the technical and financial terms & conditions are allowed.
- **10.** RBI, Bhubaneswar reserves the right to cancel partially or fully this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- 11. Vendors shall quote only base rate without GST for each item as specified in the portal.

  No change in quoted rates shall be accepted.
- **12.** The online tender should be submitted strictly as per the terms & conditions and procedures laid down on the website <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> of MSTC Limited.
- 13. The bids will be evaluated based on the filled-in technical and commercial formats.
- **14.** Bidder(s) must upload all the documents required as per terms mentioned in the NIT. Any other document which is not required as per terms of the NIT shall not be considered.
- **15.** The documents uploaded by bidder(s) will be scrutinised. In case any information furnished by the bidder is found to be false during the scrutiny, punitive action (including suspension and banning of business) can also be taken against the defaulting bidders.
- **16.** Vendors are requested to read the vendor guide and see the video in the page <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> to familiarise themselves with the system before bidding.

## **NOTICE INVITING E-TENDER**

- **1.** E-tenders are invited under the Two-Bid system from Category-I Chartered Accountant Firms registered with ICAI for Odisha State for Appointment of Concurrent Auditor for the period w.e.f. October 01, 2024 to September 30, 2025 for Reserve Bank of India, Bhubaneswar.
- **2.** The intending bidders should refer to the scope of work, terms and conditions of the tender before submitting the bid.
- 3. Before submitting the tender, the bidders may satisfy themselves as to the eligibility and other criteria prescribed therein. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the Bank from imposing or requiring the bidder to agree upon such further or other terms and conditions at the time of executing the agreement with the successful bidder, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work to be awarded under this tender.
- **4.** Corrections, if any, in the quotation shall be duly authenticated with full signature of an authorised person.
- 5. Bidder/ authorised signatory of the bidder shall sign on each page of the tender.
- 6. In the first stage, the Technical Bid (Part-I) will be opened on August 19, 2024 (03.00 PM) at RBI, Bhubaneswar. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected. Subsequently, the selected technical bids will be evaluated as per the methodology given in the tender document. Decision in this regard will be at the sole discretion of the Reserve Bank of India.
- 7. The Financial Bid (Part-II) of only those bidders, who have been short-listed in first stage, i.e., Technical Bid (Part-I) will be opened. The bidders who have been short-listed will be intimated regarding date and time of opening the financial bids.
- 8. No deviations/ conditions shall be stipulated by the Concurrent Auditor in both technical and financial bids. Conditional tenders will not be accepted and will be summarily rejected.

- **9.** Tender would remain open for acceptance for 90 days from the date of opening Technical Bid (Part-I) of the tender or till the date of finalisation of tender, whichever is earlier.
- Bhubaneswar as EMD to be received latest by 12:00 PM of August 19, 2024 by all firms participating in the tender through NEFT or Demand Draft or Bank Guarantee (Chapter 13) issued by a Scheduled Bank drawn in favour of the Reserve Bank of India. Under no circumstances, Earnest Money Deposit will be accepted in any other form than mentioned above. The details of transaction will have to be furnished as evidence of deposit of EMD along with technical bid (Part I of the bid). The EMD of all tenderers other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of contract to the successful tenderer whichever is earlier but without any interest. The Earnest Money deposited by the successful bidder shall be refunded on obtaining a Performance Bank Guarantee for the specified amount from the successful bidder where so stipulated in the tender. The account details for NEFT transactions are as given below:
  - i) Name of the Account Holder (as appearing in the Bank Account): Reserve Bank of India, Bhubaneswar

ii) Account Number: 186004001iii) Type of Account: Currentiv) PAN Number: AAIFR5286M

iii) **IFSC Code:** RBIS0BBPA01 (5th and 10th digit is 'Zero')

iv) Name of the Bank and Branch: Reserve Bank of India, Bhubaneswar

(Proof of remittance with transaction number (Scanned copy) shall have to be furnished as evidence of deposit of EMD along with technical bid (Part I of the bid) and also to abccbhubaneswar@rbi.org.in.)

- 11. EMD of the successful bidder shall be forfeited if the bidder:
  - i. makes misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria.
  - ii. withdraws his Bid during the period of Bid validity, or
  - iii. has been blacklisted by any government agency and the blacklist is still in force.

- iv. If the auditor fails to commence the work awarded to her/him within the prescribed time limit.
- **12.** Falsification/ suppression of information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.
- 13. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under relevant laws as applicable in the matter. Such action will result in the rejection of bid, in addition to other punitive measures.
- **14.** The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender or to reject any or all of the tenders received without assigning any reason thereof.
- 15. In case the bidder has any doubt about the meaning of anything contained in the tender document, he/ she shall seek clarification from AGM, ABCC (HRMD) at least ten days before submitting his/ her bid. Any such clarification, together with all details on which clarification had been sought, will also be forwarded to all bidders without disclosing the identity of the bidder seeking clarification. All communications between the bidder and the Bank shall be carried out in writing. Except for any such written clarification by the Bank which is expressly stated to be an addendum to the tender document issued by the AGM, ABCC (HRMD), RBI Bhubaneswar, no written or oral communication, presentation or explanation by any other employee of the Bank shall be taken to bind or fetter the Bank under the contract.
- **16.** A pre-bid meeting will be held at 11.00 AM on August 05, 2024 at Reserve Bank of India, Bhubaneswar to discuss / clarify queries pertaining to the tender. **No separate communication will be sent for this meeting**. All the intending tenderers are advised to study the tender documents before attending the scheduled meeting.
- 17. This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with RBI as per procedure.

## **TENDER DOCUMENT - CONTENTS**

1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for Appointment of Concurrent Auditor for the period, w.e.f. October 01, 2024 to September 30, 2025 by Reserve Bank of India, Bhubaneswar. The tender document comprises:

Chapter No.	Title	Page No.
1.	Eligibility Criteria	15-16
2.	Evaluation Criteria	17
	(a) Criteria for Technical Bid Evaluation Parameters (Annex – 1)	18-19
	(b) Criteria for Financial Bid Evaluation (Annex – 2)	20
3.	Appointment of Concurrent Auditors	21
	(a) Appointment related Information	21
	(b) Indicative Scope of Work	22-24
4.	Synopsis for Concurrent Auditor to Undertake Audit of the Bank	25-33
5.	Terms and Conditions	34-41
6.	Form of Tender	42-43
7.	Technical Bid Form (with Appendices 1 & 2) - Part I	44-47
8.	Undertaking	48
9.	Banker's Solvency Certificate	49
10.	List of Certified Documents to be uploaded for determining eligibility criteria and evaluation of technical bids	50-51
11.	Financial Bid (Price bid) Form - Part II	52
12.	Proforma of Performance Bank Guarantee (PBG)	53-55
13.	Proforma for Bank Guarantee in lieu of Earnest Money Deposit (EMD)	56-57

- 2. The bidder is expected to examine all instructions, forms, terms and conditions and scope of work in the tender document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his/ her/ their bid.
- **3.** The bidder shall not make or cause to make any alteration, erasure or obliteration to the text of the Tender document.

## 1. **ELIGIBILITY CRITERIA**

Reserve Bank of India, Bhubaneswar invites e-tenders under the Two-Bid system (Technical & Financial Bid) for Appointment of Concurrent Auditor for the period, w.e.f. October 01, 2024 to September 30, 2025 for Reserve Bank of India, Bhubaneswar.

- 1. The applicant firm should be a company registered under Companies Act or an LLP registered under LLP Act or Partnership Firm or Proprietary firm. Copy of the Memorandum and Articles of Association/ Certificate of Incorporation/ Partnership Deed/ similar other relevant documents should be submitted.
- **2.** The applicant firm should be registered under the Goods and Services Tax Act, 2017 and must submit a copy of PAN, GST Registration certificate.
- 3. The bidder must be registered with MSTC.
- **4.** The applicant firm should be a **Category-I Chartered Accountant (CA) firm/ company** registered with ICAI for Odisha State.
- **5.** The applicant firm should have its office in Bhubaneswar/Cuttack/Khurda with adequate manpower in Bhubaneswar to take care of replacement, etc. in respect of manpower to be eligible for appointment as Concurrent Auditor.
- **6.** The minimum monthly remuneration will be ₹74,000/- (Rupees Seventy-Four Thousand only) (including all costs and excluding GST).
- **7.** The applications indicating less than the minimum monthly remuneration will be out-rightly rejected.
- **8.** The appointment methodology comprises a two-stage process, involving technical and financial bidding, with separate evaluation for the two stages and a qualifying criterion in the technical evaluation. Firms securing 60 or more marks (out of 100) in technical bid only will be eligible for the next stage of financial evaluation.

- **9.** The final evaluation will be done by combining the marks secured in the technical and financial evaluation in the ratio of 60:40 with the bidder obtaining the highest total marks becoming eligible for appointment.
- **10.** In case of a tie, the same would be resolved by giving additional weightage to the firm that has higher number of years of experience, or more number of FCA partners, etc.
- **11.** The firm/ no partner should have been subjected to any disciplinary proceedings initiated by the ICAI.
- **12.** The firm or partners of the firm should not have been debarred or blacklisted by any Government /Semi–Government organization/Institution in India or abroad.

**Note**: Please note that the firms which are currently Statutory/ Statutory Branch Auditors/ Concurrent Auditors of RBI and those firms which have conducted such audits in RBI in the past but at least two years have not elapsed since the completion of such assignment as on September 30, 2024 are **NOT** eligible for this process. An undertaking to this effect (as mentioned in Chapter 8) is required to be submitted by the firm.

## 2. EVALUATION CRITERIA

Technical Bids of applicants will be evaluated based on the eligibility criteria as mentioned earlier, after scrutinizing all the relevant documents as sought from the bidders and as per the methodology given below.

- (i) Bidders must note that a two-stage procedure will be adopted in evaluating the bids with the technical evaluation being completed prior to opening of financial bids.
- (ii) Quality, competence and reliability of the firm is of paramount importance in this tender. The decision of appointment would, therefore, be made as under:
  - (a) Only technical proposals scoring 60 or more marks (out of 100) will be considered for further evaluation.
  - (b) The Bank shall notify those bidders whose proposals do not meet the minimum qualifying marks or were considered non-responsive to the tender conditions. The Bank shall simultaneously notify the bidders who have secured the minimum qualifying marks, indicating the date and time set for opening of the financial bids. The notification will be sent by electronic mail.
  - (c) The financial bids shall be opened publicly in the presence of the bidders representatives who choose to attend (only one representative per bidder). The name of the bidder, the quality score and the offered prices shall be read aloud and recorded when the financial bids are opened.
  - (d) The final evaluation will be done by combining the marks secured in the technical and financial evaluation in the ratio of 60:40 with the bidder obtaining the highest total marks becoming eligible for the appointment.

Annex - 1
2(a): <u>Criteria for Technical Bid Evaluation Parameters</u>

	Parameters	Marks	Max
1.	Experience in the firm – No. of years		15
	Less than 10 years	0	
	10 to 15 years	10	
	Above 15 years	15	
2.	Full Time Fellow Chartered Accountants (FCA) Partners		15
	Less than 4	0	
	4 to 6	10	
	Above 6	15	
3.	Association with the same firm – No. of Partners		10
	None	0	
	One partner associated for 10 years or more	5	
	More than one partner associated for 10 years or more	10	
4.	Key professional staff – Full time CA employees		15
	Less than 2 CAs	0	
	2 to 5 CAs	5	
	6 to 10 CAs	10	
	More than 10 CAs	15	
5.	Skilled Staff – Qualified in both the Groups of IPCC - No. of		15
	Less than 10	0	
	10 to 15	5	
	16 to 20	10	
	More than 20	15	
6.	Experience of the firm in bank audits		20
	(i) As System/ IS auditor		
	Less than 3 years	0	
	3 to 6 years	5	

	More than 6 years	10	
	(ii) As Concurrent Auditor/ Statutory Central/ Branch Auditor		
	3 to 6 years	5	
	More than 6 years	10	
7.	Past experience in RBI audits* and performance assessment as Concurrent Auditor/ Statutory Ventral/ Branch Auditor		10
	Unsatisfactory	Up to	
		(-10)	
	Satisfactory/ Good	5	
	Excellent	10	
	Maximum Marks		100

\*Firms which are currently Statutory/ Statutory Branch Auditors/ Concurrent Auditors of RBI and those firms which have conducted such audits in RBI in the past but at least two years have not elapsed since the completion of such assignment as on September 30, 2024 are NOT eligible.

## Annex – 2

## 2(b): Criteria for Financial Bid Evaluation

Sr. No.	Particulars of the Bid	Marks
1.	L-1 (Lowest Bid)	100
2.	L-2	90
3.	L-3	80
4.	L-4	70
5.	L-5	60
6.	Above L-5	0

The applications indicating less than the minimum monthly remuneration, i.e., ₹74,000/- (Rupees Seventy-Four Thousand only) exclusive of GST, will be out-rightly rejected.

## 3. APPOINTMENT OF CONCURRENT AUDITORS

#### 3(a): Appointment related information

- 1. The Concurrent Audit team should comprise **one (01)** Qualified Chartered Accountant/s, **three (03)** skilled and **one (01)** semi-skilled staff. The skilled staff should have qualified in both the groups of Integrated Professional Competence Course (IPCC) and the semi-skilled staff should have qualified at least Group I of IPCC and undergoing article training. The team should have working knowledge of computers/ systems.
- 2. The profile of the audit firm should include information of partners, staff strength (skilled and semi-skilled) and previous experience of similar auditing, etc.
- 3. The appointment of the Concurrent Auditors will be for a period of nine (09) months initially i.e., period, w.e.f. October 01, 2024 to September 30, 2025. Subsequently the same may be renewed for second and third year subject to annual review of the Concurrent Auditor's performance by the office.
- **4.** The Concurrent Audit firm has to deploy minimum prescribed complement of Staff (1 Chartered Accountant + 3 skilled staff + 1 semi-skilled staff) in RBI premises on all working days during the prescribed working hours of the Bank.
- 5. The minimum monthly remuneration would be ₹74,000/- (Rupees Seventy-Four Thousand only) inclusive of all costs but exclusive of GST. The quotation should clearly mention the total monthly remuneration for undertaking the audit of RBI, Bhubaneswar. The remuneration would be for a period of three years and will not be changed on renewal after the initial twelve (12) months.
- **6.** The remuneration would be paid after deduction of Income Tax at source in terms of Section 194-J of the Income Tax Act 1961 and GST TDS as per the applicable rates.

## 3(b): Indicative Scope of Work

i. The firm will cover the departments of Bhubaneswar Regional Office situated at the Main Office Building of the Bank.

#### Cells/ Sections/ Departments situated at the Main Office Building, RBI, Bhubaneswar:

- a) Central Establishment Section
- b) Consumer Education Protection Cell
- c) Enforcement Department
- d) Estate Department
- e) Financial Inclusion & Development Department
- f) Foreign Exchange Department
- g) Human Resource Management Department
- h) Integrated Banking Department
- i) Information & Technology Cell
- j) Issue Department (including Cash)
- k) Department of Supervision
- I) Monitoring & Research Unit
- m) Protocol & Security Cell
- n) Rajbhasha Cell
- o) Office of the RBI Ombudsman
- ii. On an average the number of vouchers to be checked by the Concurrent Auditor on a monthly basis would approximately be 400. However, this number is only indicative in nature and there may be an increase/ decrease in the number of vouchers based on the requirement of the office/ department.
- **iii.** Concurrent Auditors are expected to familiarise themselves with the system and procedures of the Office/ Department and expected to go through all the relevant circulars/ guidelines issued by the Bank from time to time, the provisions incorporated in the relevant manuals, Expenditure Rules, etc.
- **iv.** Concurrent Auditors are expected to familiarize themselves with the application developed by the Bank for the audit purpose, viz., the Audit Management System (AMS) and submit report/s and create action paras (including rectified paras) as required by the Bank.

- **v.** The Concurrent Auditor should undertake the scrutiny of vouchers with particular reference to the following aspects:
  - a. Adherence to the Bank's Expenditure Rules: Narration and accounting under the proper head of accounting, correct accounting of revenue and capital nature of expenditures.
  - **b.** Maintenance of all relevant accounts (Such as RBI General A/C, SGL, supporting Records/ Registers etc.) as per prescribed norms.
  - c. Inter-office Auto Reconciliation A/c, Adjustments A/c.
  - **d.** Reconciliation and monitoring of Charges A/c at monthly interval.
  - e. Calculation of claims of agency commission.
- **vi.** The Checklist gives in detail the financial and non-financial areas that need to be looked into while conducting the audit. Concurrent Audit as per checklist is mandatory.
- **vii.** The Concurrent Auditor should take up audit of vouchers/ records/ registers on the agreed dates/ days in consultation with the respective department.
- **viii.** The Concurrent Auditor is required to identify deficiencies noticed, if any, for spot rectification.
- **ix.** The Concurrent Auditor is expected to verify and report that the financial transactions undertaken are in conformity with the laid down system and procedure/s of the Bank.
- **x.** The Concurrent Auditor would be required to verify reports related to the periodical Income Review Statement, certify the Weekly Statement of Affairs (WSA), Abstract WSA, Income Statement, Carry Forward Provision Report, Global Provision, etc., as per the requirement of the Office/ Department.
- **xi.** The Concurrent Auditor's functions as specified above may be enhanced at a future date as per the requirement of the Office/ Department.
- **xii.** The Concurrent Auditor shall assist the Bank's staff in determination of all statutory taxes and returns thereof. The firm will prepare and file GST/ Income Tax Returns of the Bank (and also any other related return/s which may come in force subsequently) at the designated intervals.

**xiii.** The Concurrent Auditor would be required to verify HSNs for ITC eligibility, GSTN active status of the seller and PAN status of the seller. Other miscellaneous works regarding notification, if any, received from various tax authorities.

## **Reporting requirements:**

- i. Monthly Audit Report and Certificate should be submitted to the Bank in the prescribed format and the same should be uploaded in the AMS portal <a href="https://ams.rbi.org.in/">https://ams.rbi.org.in/</a> within 10 working days from the end of the month to which the report pertains.
- **ii.** Monthly Audit Report should indicate item-wise action points on the financial and non-financial (major and other) action paras.
- **iii.** Monthly Audit Report should also indicate status of compliance in respect of action points pertaining to audit report which was rectified during the month and the reason for delay, of the outstanding compliances, if any.
- **iv.** Monthly Audit Report should highlight the reasons for inaction in respect of old outstanding entries in sensitive accounts, such as Suspense, Sundry, etc.
- **v.** Irregularities noticed in sensitive areas and/ or transactions of suspicious nature should be brought to the notice of the Regional Director/ Officer-in-Charge by recording a special note.
- **vi.** Concurrent Audit report should incorporate specific comments, wherever required, duly supported by facts and figures.
- **vii.** Major irregularities/ frauds/ leakages in income, if any, identified should be brought to the notice of in charge of auditee office, concerned Central Office Department and Inspection Department.
- **viii.** The Concurrent Auditor should also submit a monthly Statutory and Regulatory Compliance Certificate confirming that they have carried out 100% check of transactions and there is 100% compliance with Statutory and Regulatory requirements prescribed in relevant Statutes/ Rules/ Acts by RBI, Bhubaneswar.

## 4. SYNOPSIS FOR CONCURRENT AUDITOR TO UNDERTAKE AUDIT OF THE BANK

#### A. General:

- 1. An index of areas (Scope of Audit) on which Concurrent Audit firm may draw monthly audit scrutiny report will be given at the time of appointment. The Concurrent Audit firm will also include in the Index additional audit area/s assigned to them from time to time.
- 2. The Concurrent Auditor will obtain and familiarise themselves with:
  - a) All the items of audit areas of Inspection Department's check-list provided by Bhubaneswar Regional Office.
  - b) Updated copy of the General Administration Manual, Banking Department Manual, Issue Department Manual and Premises Department Manual available with the respective department of the Bank to be audited.
  - c) All the relevant copies of Master Circulars issued by the Human Resource Management Department (HRMD), Central Office and other Central Office Departments. The audit firm will also arrange to make reference to the Central Office circulars incorporated in the annexures attached to respective master circular issued by Central Office at the Bhubaneswar Regional Office.
  - d) Core Banking System (e-Kuber) of the Bank for which read-only access will be provided to the CA.
  - e) Bank's Expenditure Rules
  - f) DGBA Central Office circulars addressed to all CODs/ RO's/ Training Institutions on Annual Closing of Bank's Accounts.

#### **B. Financial:**

- 1. Financial transactions of all the departments including the Office of RBI Ombudsman, irrespective of their value, will be covered under the scope of Concurrent Audit. The vouchers scrutinized will strictly adhere to the Bank's prescribed guidelines/ procedures with particular reference to following:
  - a) Bank's Expenditure Rules.

- b) Narration and Head of Account of Revenue/ Capital (Dead Stock Account) A/c Expenditure.
- c) Sanctioning authority with reference to cadre wise delegated powers.
- d) Correctness of the postings of transactions in the respective accounting packages.
- **2.** All financial transactions irrespective of their value will be covered under concurrent audit including the following:
  - a) Hospitalization bills of existing as well as ex-employees (Direct settlement/ Reimbursement Scheme).
  - b) Claims settled under Medical Assistance Fund A/c.
  - c) All Dental treatment and other medical claims.
  - d) Pension/ Family pension/ Ex-gratia/ Family ex-gratia calculation in respect of Retirees/ Family Pensioners, Compassionate Gratuity and package calculation in respect of deceased employees.
  - e) Re-fixation of pay of the staff as well as re-fixation of pension in respect of exemployees, whenever Pay-Scale/ Pension Revision Orders are issued by Central Office.
  - f) All foreign tour bills.
  - g) All payments of rents, taxes, water charges, etc.
  - h) All payments made to vendors/ suppliers/ service providers.
  - i) Recoveries of electricity bills made from staff members of the Bank.
  - j) Arrear payments/ recoveries to be made on revision of minimum wages components such as ESIC, PF, base wages, etc.
  - k) Collection of rent of visiting officers flat (VOF), transit holiday home (THH), Holiday Homes and other recoveries.

- Any other claims/ bills suggested for 100% audit check under the instructions of C.O
  of the Bank, issued from time to time.
- 3. Concurrent Auditor will certify the correctness of
  - (i) maintenance of Statutory Liquidity Ratio (SLR)/ Cash Reserve Ration (CRR) by Urban Co-operative Banks, State Cooperative Bank, District Central Co-operative Banks and Regional Rural Banks, and reported through Form I returns and
  - (ii) calculation of penal interest on shortfall by DCBS (for UCBs and DCCBs/St CB) and FIDD (for RRBs), if any.
- **4.** Concurrent Auditor will certify the calculations regarding waiver / imposition / reversal of penalty, if any, under the 'Scheme of penalties for bank branches and Currency Chests', 'Scheme of penalty for non-replenishment of ATMs', etc. in Issue Department.
- **5.** Concurrent Auditor will verify the calculations for payment of incentives in Currency Verification and Processing System (CVPS), Shredding and Briquetting System (SBS), Chest Note Vault (CNV), 'Scheme of penalties for bank branches and Currency Chests', 'Currency Distribution and Exchange Scheme (CDES)' etc. in Issue Department.
- **6.** Any other audit area having financial implications indicated from time to time by Bhubaneswar Regional Office/ Central Office is to be audited by the Concurrent Auditor.
- **7.** A certificate regarding the below-mentioned instructions are to be furnished to our Inspection Department, Central Office, Mumbai on a monthly basis:
  - a) All financial sanctions will be subjected to Concurrent Audit. Excess/ irregularity in financial sanctions by the authority below the rank of Officer-In-Charge (O-i-C) will be reported to the O-i-C and also to the Inspection Department and all irregular sanctions by the O-i-C will be reported to the Inspection Department directly by the Concurrent Auditor. In case no irregularity is observed, a 'NIL' statement will be sent by the Concurrent Auditor to the Inspection Department.
  - b) Financial powers exercised by the Regional Director will be reported by the Concurrent Auditor to the Inspection Department.

c) The Concurrent Auditor should indicate whether the exercise of financial sanction/ financial powers by the Officers of the Bank and the Regional Director are as per the extant Reserve Bank of India Expenditure Rules.

#### C. Non-Financial:

Apart from carrying out 100% checks of afore-mentioned transaction-based vouchers/ claims/ bills etc., Concurrent Auditor will also examine/ scrutinize the following:

- a) Surprise audit check of Cheque Books/ Stamps and other valuables held under the joint custody of officials, as per Central Office guidelines/ Manual provisions carried out by the auditee officials. Concurrent Auditor will undertake the same at least once in a half year.
- b) Preservation of Housing Loan Account Documents, other documents, Agreements, Cheque Books, Stationery Items, Computer Consumables and Valuables and safe custody of Cheque Books and valuables.
- c) Preparation and timely submission of correct monthly statements of Suspense A/c, Sundry Deposit A/c, etc. and other monthly statements to be forwarded to DGBA, Central Office. Lists of long and high value outstanding entries in these sensitive accounts beyond two months will be enclosed and commented in the reports.
- d) Maintenance of manual prescribed registers and follow up of all outstanding entries at the Office.
- e) Reconciliation, monitoring and certifying correctness of the balances in Charges A/c at monthly and quarterly rests; Charges A/c review suggested as per the CSBD guidelines vis-a-vis approved budget allocation.
- e) Monthly balancing/ reconciliation of aggregate outstanding balances of Individual Staff Housing Loan Recovery Accounts Sheets with the GL and SGL a/c balances.
- f) Application of Annual Interest on the outstanding balances of Staff Housing Loan Accounts, and passing of accounting entries to the Commission Account, Exchange Account, Discount Account, Profit & Loss Account from sale or otherwise of Bank's assets, Depreciation and all other relevant Provisions Accounts and drawing up of

Half Yearly Closing/ Annual Closing Accounts etc. strictly in conformity with the DGBA Central Office guidelines etc.

- g) Examine/ scrutinize the monthly balancing of Provident Fund accounts maintained in respect of NABARD employees, application of Half Yearly interest on PF balances, advance/ withdrawal from PF balances, refund of PF balances.
- h) Any Central Office prescribed statements/ control returns suggested for audit check by the Office.
- i) Concurrent Auditor will ensure that there is no leakage of interest, exchange, commission, discount etc. in the Bank's Income Account audited at Bhubaneswar Regional Office and that the delegatee/s at the Bank's concerned office does/ do not undertake any unilateral change/s in the Central Office prescribed circulars/instructions/ guidelines on the various schemes and other facilities for staff. Any income leakage/ deviations made, without specific prior approval of the concerned Central Office department, may be highlighted in the monthly Audit Report submitted to the concerned Regional Director for immediate action/ rectification.
- j) Concurrent Auditor should verify the entries in the system with reference to the actual transactions/ sanctions.
- k) Checking of the insurance of Bank's properties.
- I) Checking of the calculation of pension amount in HRMD (CES).
- m) Adherence to Bank's new fixed assets policy and verification of reconciliation of dead stock by Estate Department.

## D. Taxation:

- **1.** The Concurrent Auditor should assist the Bank's staff in determination of all statutory taxes and returns thereof.
- 2. The Concurrent Auditor should check and confirm the correctness of Tax Deducted at Source (TDS) / Tax Collected at Source (TCS) with respect to Income Tax Returns (e.g., the rate applied, time of deduction and time of remittance etc.), prepare, compile and ensure timely

filing of all the applicable returns (26Q/ 27EQ) with the authorities concerned, covering the following aspects:

- i) Generation of Form 16/16A and form 27A/27D in the name of designated Tax Deductor for RBI Bhubaneswar on bulk basis.
- ii) Forwarding the PRN copies/acknowledgement receipts of TDS/TCS filing within a reasonable time, preferably on the same day of filing.
- iii) Forwarding the TDS/TCS certificates within 15 days from the date of filing.
- iv) Providing consultancy on notices received from the Income Tax Department, if any.
- 3. The successful firm will also prepare and file all GST returns (Current GST returns GSTR 7/ GSTR 1/ GSTR 3B/ GSTR 9 & 9C) of the Bank (and also any other related return/s which may come in force subsequently) at designated intervals and within the timelines prescribed by GSTN portal, covering the following aspects:
- i) Checking, interpreting, understanding GST rules, laws (and also CTC guidelines), responsibilities, timelines, new / modified notifications and returns etc. as may be required to comply with extant GST regulations, including updating with relevant amendments and notifications of GST as applicable to RBI.
- **ii)** Checking of each individual invoice for correctness (i.e. rate of GST for given HSN code, applicability of SGST/IGST, checking of intra/interstate transaction, GSTIN number etc.) and arriving at the overall GST liability of the office. Authentication by GST auditor on each invoice with signature & stamp.
- **iii)** Calling of data from Estate department in specific format suitable for each GST return (Estate department being the nodal department in the Bank responsible for filing GST returns).
- iv) Cross-verification with E-Kuber GL statement for data provided by the Bank.
- v) Compilation of data for each return and carrying out necessary checks and balances (including claiming of Input Tax Credit by the Bank) before filing the return.
- vi) Uploading of correct GST data on GST portal of the Government for each return. Generation of Challan on GST Portal and providing copy to Estate Department for remittance of NEFT with at least one day in advance of last date of filing such return.
- vii) Filing of return without delay prior to last date (not on Saturday/Sunday /Holiday).
- viii) Providing a copy of filing return with screenshot of filing to Estate Department.
- ix) Providing a monthly and yearly report on completion of the activities and areas of concern.
- **x)** If required, lodging grievance and follow up for closure of ticket.

- **xi)** Providing consultancy and all necessary help to RBI Bhubaneswar, in case tax notice is received from tax authorities, clarifications sought by the Bank etc.
- **xii)** Any on-site work related to e-invoices of the office, such as linking of Invoices etc.
- **xiii)** The work needs to be managed on-site only. No data will be provided over email/ in physical form.
- **xiv)** On-site support to be provided for data compilation, checks and balances, filing of returns and generation of e-invoices.
- **xv)** During the period of contract, the auditor needs to assess the requirements to be fulfilled on behalf of the Reserve Bank of India, Bhubaneswar.
- **xvi)** Any modification in filing of returns, new rules, notifications by the Government, additions of returns to be fully complied by the auditor.
- **xvii)** Filing of each GST return on Government website without delay (prior to last date) in such a way that no penalty charges are invoked under the GST. Any such penalty if levied by the Government to be borne by the auditor.
- **xviii)** Auditor to submit monthly report on completion of all returns for a month which may indicate types of returns filed, date of filing and clearly indicating that the activities were completed successfully without any delay.
- **xix)** Bank may not give any specific permission to work on non-working Saturday Sunday/ Holiday. The activities must be completed on working days before the deadline set by the Government.
- **xx)** You are expected to identify and report the problems faced during the specified work to enable us to overcome them, if possible.
- **xxi)** There should not be any delay on your part with respect to the statutory provisions relating to filing of GST returns, as prescribed under GST Act, 2017.
- **xxii)** You are requested to note that any late reporting or wrong reporting of GST filings and any penalty arising therefrom, will not be borne by the Bank and the penalty and the responsibility on such cases will lie solely on you.
- **xxiii)** The Bank will hold ownership of the entire data.
- 4. The Concurrent Auditor should inform the Office on changes in GST rates/ rules/ laws, changes in the minimum wages (base rate, ESIC, PF, etc.) as and when notified by the concerned Government Departments from time to time to enable the Office to effect immediate implementation of the changes.

## E. Confirmation of Balances:

The Concurrent Auditor will undertake:

- a) Concurrent Audit of books of accounts, records, registers, periodical Central Office prescribed control returns and statements etc. at the Bhubaneswar Regional Office of RBI.
- b) Registers to be verified by the auditor may include Sundry Register, Charges Register, Earnest Money Deposit/ Security Deposit Register, Bank Guarantee Register, etc.
- c) The Concurrent Auditor will take up the audit of vouchers/ records/ registers in physical/ digital mode in CBS/ e-Kuber on the agreed dates/ days in consultation with the Bhubaneswar Regional Office.
- d) General Ledger accounts/ Subsidiary General accounts/ supporting records/ registers as prescribed are drawn and properly maintained in CBS/ e-Kuber.
- e) Concurrent Auditor will bring to the notice of In-Charge of the Department, in writing, any deviation/ irregularity/ lacunae noticed in (a) to (d) above and inconsistent with Bank's Expenditure Rules/ Banks' General Administration Manual/ Central Office prescribed instructions/ guidelines and secure/ arrange for immediate rectifications/ corrections of the irregularity on the spot/ without any undue delay.
- f) Certify the correctness of Weekly Statement of Affairs generated as on Friday of every week to be forwarded to DGBA Central Office.
- g) Certify the monthly confirmation of balances in income and expenditure accounts, dead stock accounts, loan accounts and any other account/ GL heads operated by the Regional Office.
- h) Certify the correctness of the Income Review Statement which includes income accrued but not received/ expenditure incurred but not paid. The said statement is required to be forwarded to DGBA Central Office for the months ended June, November and December.

## F. Others:

1. The successful bidder will be responsible for any omissions or commissions in respect of any transactions audited. In such a case, the Bank reserves the right to report to the Institute of Chartered Accountants of India for such actions as they may deem fit.

- 2. All financial transactions should be subjected to Concurrent Audit at pre-payment (post sanction) stage to ensure compliance with the Bank's rules and regulations as well as Statutory and Regulatory Compliances norms which require a **hundred percent check of financial transactions** post payment.
- 3. The successful bidder firm/ company should certify that they have carried out **hundred percent check of transactions** and there is **hundred percent compliance** with the Statutory and Regulatory requirements prescribed in the relevant Statutes/ Rules/ Acts.

The Concurrent Auditor will submit a monthly Statutory and Regulatory compliances certifying that they have carried out 100% check of transactions and there is 100% compliance with Statutory and Regulatory requirements prescribed in relevant Statutes/ Rules/ Acts by RBI, Bhubaneswar.

- 4. Concurrent Auditor is expected to familiarize himself/ herself with the application Audit Management System (AMS) developed by the Bank for the audit purpose and submit the report/s and create action paras (including rectified paras) as required by the Bank.
- **5.** Concurrent Audit firm is advised to use red colour pen while checking/ auditing the records and put a rubber stamp "checked/ audited" with the date and initials on the records subjected to scrutiny.

#### 5. TERMS AND CONDITIONS

- 1. Tenders (Technical and Financial bids) are invited from Category-I Concurrent Audit firms for conducting Concurrent Audit of Reserve Bank of India, Bhubaneswar.
- **2.** The two-stage tendering process would be as under:
  - a) Tender is invited comprising a two-stage process involving technical and financial bidding with separate evaluation for the two stages and a qualifying criteria in the technical evaluation.
  - b) The first stage will be evaluation of the technical bids. The detailed criteria for technical evaluation is given in <u>Annex-1</u>. The maximum marks that can be secured under technical evaluation will be 100. Firms securing 60 marks or more, only will be considered for the next stage of financial evaluation.
  - c) The second stage will be the opening of the financial bids of the firms that have qualified in the technical evaluation. The maximum marks that can be secured under financial evaluation will be 100 as detailed in Annex-2.
  - d) The final evaluation will be done by combining the marks secured in the technical and financial evaluation in the ratio of 60:40, with the bidder obtaining the highest total marks becoming eligible for appointment as Concurrent Auditor of RBI, Bhubaneswar.
  - e) In the eventuality of a tie in the marks, the same would be resolved by giving additional weightage to the firm that has higher number of years of experience, or more number of FCA partners, or longer association of partners with the firms, or more number of key professional staff/ skilled staff, or more number of years of experience in bank and/ or RBI audits, with these parameters being sequentially considered in the order in which they have been listed out under the technical evaluation criteria in Annex-1. For example, in the event of a tie, the firm having higher number of years of experience will be selected. In case the number of years of experience is also the same then the firm having more number of FCA partners would be selected and so on.
- **3.** The firm selected on the basis of the above process will be eligible for appointment as concurrent auditor initially for the period October 01, 2024 to September 30, 2025, with the provision of reappointment for a maximum of two more years, one year at a time, subject

to satisfactory performance under a system of appraisal at the end of the year by the Bank. The appraisal of performance will be done on parameters including quality of work, adequacy of Charted Accountants and other skilled/semi-skilled staff deployed, timeliness of submission of reports and such other parameters considered relevant by RBI.

- 4. The minimum monthly remuneration would be ₹74,000/- (Rupees Seventy-Four Thousand only) exclusive of GST and inclusive of all costs for undertaking the Concurrent Audit of RBI Bhubaneswar. The remuneration specified would be applicable for the period of three years and will not be changed on renewal. The remuneration would be paid after deduction of Income Tax at source in terms of Section 194-J of the Income Tax Act 1961 and other applicable taxes. The quoted remuneration shall be final and irreversible. The payment shall be made electronically within a reasonable period after submission of bill by the firm. RBI shall not be liable for any penalty for delay in payment for reasons beyond its control. No advance shall be paid.
- 5. The Firm/ Company shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/ systems/ equipment etc., which may come to the possession or knowledge of the Firm/ Company during the course of discharging contractual obligations in connection with this agreement to any third party and shall at all times hold the same in strictest confidence. The Firm / Company shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under the contract or to comply with applicable laws. The Firm/ Company shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Firm/ Company shall indemnify the Bank for any loss suffered by it as a result of disclosure of any confidential information.

Failure to observe the above shall be treated as breach of contract on the part of the Firm/ Company and the Bank shall be entitled to claim damages and pursue legal remedies. The Firm/ Company shall take all appropriate actions, as required, to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Firm's / Company's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

6. The Concurrent Audit firm has to deploy a minimum prescribed complement of Staff
(1 Chartered Accountant + 3 Skilled Staff + 1 Semi-skilled Staff). The skilled staff

- should have at least qualified in both the Groups of IPCC (Integrated Professional Competence Course) and the semi-skilled staff at least Group I of IPCC and undergoing article training. The team should have working knowledge of computers/ systems.
- 7. The presence of Chartered Accountant/ Partner of the firm on all working days during working hours is mandatory. The staff as indicated in point no. 6 have to be present on all working days of RBI and observe the working hours of the Bank. Further, one staff shall remain present on working Saturdays for Banking Department for approximately an hour for verification of Weekly Statement of Affairs to be submitted to DGBA, CO. The presence of the above staff would be monitored by the Bank. In case of non-availability of one or more of the deployed staff on any particular day, similar / equivalent substitute may be arranged. Absence of any one or more of the deployed staff or similar / equivalent substitute would attract a penalty of ₹1,000/- (Rupees One Thousand only) per person per day. Under all circumstances, it should be ensured that each of the members are deployed in the Bank on a continuous basis for at least a period of eight months. In normal course, the team deployed by the firm should not be shuffled, but only under extreme exigencies, and even in such situations, it should be ensured that the entire team of three (03) skilled and one (01) semi-skilled staff are replaced in a staggered manner with a minimum gap of one (01) month.
- **8.** The Firm/ Company shall obtain Police Verification Report on character and antecedents of its personnel and other details pertaining to age, educational qualification, name, Aadhaar card and permanent address to be provided under this contract along with their passport size photograph before engaging them for duty in the Bank's Premises.
- 9. The firms which are currently Statutory Branch Auditors/ Concurrent Auditors of RBI and those firms which have conducted such audits in RBI in the past but at least two years have not elapsed since the completion of such assignment, as on September 30, 2024 are NOT eligible to apply. An undertaking to this effect is required to be submitted by the firm as per the prescribed format indicated in Chapter 8.
- **10.** An indicative list of activities covered under the audit is given in Chapter 3(b). The 'Synopsis for Concurrent Auditors' is given in Chapter 4. All the departments of Bhubaneswar Office shall be covered under Concurrent Audit. The firm shall assist the Bank's staff in determination of all statutory taxes and returns thereof. The firm will prepare, and file Income Tax/ GST returns of the Bank (and also any other related return/s which

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**Appointment of Concurrent Auditor 2024-25** 

may come in force subsequently) at the designated intervals. The Bank reserves the right to add/ delete areas of audit as per its requirement for which there would be no change in

the monthly remuneration quoted and agreed.

11. The Bank will not provide any other facility/ charges to staff besides suitable sitting space.

12. The Bank does not bind itself to accept the lowest or any tender and reserves to itself the

right to accept or reject any or all the tenders, either in whole or in part, without assigning

any reason for doing so.

13. A meeting with the Concurrent Auditors would be held with the Regional Director, RBI

Bhubaneswar at least once in a quarter to review the working of the office in the quarter

concerned and to exchange views/provide feedback to Concurrent Auditors to make audit

an effective management tool.

**15.** The process of selection of concurrent auditors will be completed through e-tendering. All

Chartered Accountant firms are required to register themselves on <u>www.mstcecommerce.com</u>

for the e-tendering process. For guidance regarding any technical/ operational issues, users

are required to contact the following officials of the service providers:

a) Shri Tammana DMV Satyasai

**Branch Manager, MSTC Bhubaneswar** 

Email: tsatyasai@mstcindia.co.in

Ph. No.: 9441487624 / 0674-2950091

b) Shri Mahesh Ramavath

Dy Manager

Email: rmahesh@mstcindia.co.in

Contact -8801281004 / 0674-2950091

Help Desk/ Office: helpdesk@mstcindia.co.in

(https://www.mstcecommerce.com/helpdesk\_mstc.html)

Contact: 7969066600

**16.** Please note that for applying under the e-tendering process, a firm should be registered

on the MSTC portal. You are, therefore, requested to expedite vendor registration for

participation in the tender process.

17. Part-I of the tender will be opened on August 19, 2024 at 03:00 P.M. Part-II of the

tenders will be opened for eligible tenderers subsequently. Firms are advised to use only the

forms supplied by the Bank and not to use any other forms. Incomplete tenders are liable for

rejection.

- **18.** The Bank reserves the right of addition/ alteration of the scope of audit by adding to or omitting any work without prejudice to this appointment. There would be no change in the monthly remuneration on account of this change in the areas of audit.
- **19.** All disputes arising out of or in any way connected with this appointment shall be deemed to have arisen at Bhubaneswar and only Courts in Bhubaneswar shall have the jurisdiction to determine the same.
- 20. If the Auditor firm/ company commits any act of insolvency or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to supervision of the Court and official Assignee or liquidator in such acts of solvency or winding up, as the case may be, shall be unable within seven days after notice of him/ her/ them requiring him/ her/ them to do so, to show to the reasonable satisfaction of the Bank that the firm is able to carry out and fulfil the appointment and to give security therefor, if so required by Bank.
- **22.** <u>Termination Clause:</u> Without prejudice to anything contained in the foregoing, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice of three calendar months without assigning any reason and without payment of any compensation thereof, if
  - (i) in the opinion of the Bank (which shall not be called in question by the Successful Bidder and shall be binding on the Successful Bidder) the Successful Bidder fails or refuses to implement this agreement to the Bank's satisfaction, and/ or
  - (ii) the Successful Bidder commits a breach of any terms and conditions of this agreement / tender, and/ or
  - (iii) the Successful Bidder is adjudged an insolvent, or a compromise is entered by it with its creditors or if distress or execution or other process is levied upon or receiver is appointed for any part of the assets or property of Successful Bidder, and/ or
  - (iv) for any reason whatsoever, the Successful Bidder becomes disentitled in law to perform its obligations under this agreement, and/ or

(v) there is any variation in the ownership/ partnership or management of the Successful Bidder or its business without the prior approval in writing of the Bank to such variation.

On termination of the Contract for default, the Bank will have the power to take such necessary action as it may deem fit.

In the event of termination of this agreement for any reason whatsoever, the Successful Bidder/ or persons employed by it or its agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

The firm, if it wishes to terminate the services, has to provide a similar notice to the Bank.

- 23. Commercial conditions and settlement of dispute by Arbitration: All disputes and differences of any kind whatever arising out of or in connection with this appointment shall be referred to Regional Director, Reserve Bank of India, Bhubaneswar and settled by him/ her who shall state his/ her decision in writing. Such decision may be in the form of a final certificate or otherwise. If either the Employer or the firm be dissatisfied with the decision of the Regional Director on a matter, question or dispute of any kind or as to withholding by the Bank of any Certificate to which the firm may claim to be entitled, then and in any such case either party (the Employer or the firm) may within 28 days, after receiving notice of such decision, give a written notice to the other party requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute or difference, of which such written notice has been given and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon by both the parties or, in case of disagreement as to the appointment of single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden of reference, appoint an Umpire. The entire arbitration will be governed by the Indian Arbitration and Conciliation Act 1996.
- **24.** The firm/ company shall abide by all the laws of the land. The Bank shall not be responsible for any claim on any account for not abiding with these laws. The firm shall give details of the staff going to be deployed for the Bank's verification.
- **25. Prevention of Sexual Harassment Clause:** The firm/ company shall be solely responsible for full compliance with provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. In case, any grievance of sexual

harassment is filed against employee/s of the firm at workplace of the Bank, the complaint will be dealt by the Internal Complaint Committee constituted by the firm and the firm shall ensure appropriate action under the said Act.

Any complaint of sexual harassment from any aggrieved employee of the firm/ company against any employee/ customer/ visitor of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The firm/ company shall be responsible for any monetary compensation that may be required to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to the Bank's employee, if sexual violence by the employee of the Service Provider is proved.

The firm/ company shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.

The firm/ company shall provide a complete and updated list of its employees who are deployed within the Banks premises.

#### 26. Non-disclosure clause:

The Concurrent Auditor shall not disclose directly or indirectly any information, materials, and details of the Bank's infrastructure/Systems/equipment etc., which may come to the possession or knowledge of the Concurrent Auditor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Concurrent Auditor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Concurrent Auditor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Concurrent Auditor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Concurrent Auditor and the Employer shall be entitled to claim damages and pursue legal remedies. The Concurrent Auditor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Concurrent Auditor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

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**Appointment of Concurrent Auditor 2024-25** 

27. The selected firm/ company is required to submit an affidavit-cum-indemnity bond on non-judicial stamp paper (value as per local stamp laws) at the time of appointment/ extension of the term of appointment, as to the maintenance of confidentiality and secrecy of the Bank's systems and procedures as also to indemnify the Bank against any claim due to loss or damage arising as a consequence of disclosure of any information by it.

#### 28. Signing of the Contract Agreement:

- i. General instructions to the bidders and special conditions hereinbefore referred to shall be the basis of the final contract to be entered into with the successful bidder.
- ii. In case of partnership firms the Tender submitted on behalf of a firm shall be signed by the partner of the firm on its behalf.
- iii. On receipt of intimation from the Bank regarding acceptance of the Tender, the successful tenderer shall be bound to implement the Contract from the date specified therein. He/ She shall sign an agreement in accordance with the extant provisions. He/ She shall also be liable to pay appropriate and required stamp duty amount on the said agreement in accordance with the Stamp laws in force in Odisha.
- **iv.** Notwithstanding signing of the agreement, the written acceptance of a tender by the Bank in itself shall not constitute a binding agreement between the Bank and the bidder, whether such contract is or is not subsequently executed.
- **28.** The Bank has the right to go to the court of law in case of breach of the terms and conditions as specified in this tender document.

(Signature of Authorized Signatory with the Seal of the firm)

#### 6. FORM OF TENDER

Place:	
Date:	

Regional Director
Reserve Bank of India
Pt. Jawaharlal Nehru Marg, P.B.No. 16,
Bhubaneswar - 751 001

# Tender for appointment of Concurrent Auditors for Reserve Bank of India, Bhubaneswar from October 01, 2024 till September 30, 2025

Sir/ Madam,

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the work and also having acquired the requisite information relating thereto as involving the tender, I/ We hereby offer to take up the contract for conducting Concurrent Audit at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender and conditions of contract attached hereto.

- 2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us.
- 3. Should this Tender be accepted, I/ We hereby agree to abide by and fulfil all the terms and conditions of the Tender and in the event of any default thereof, pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender document and the Articles of Agreement read with the written acceptance of the Contract.
- **4.** I/ We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefore.

Dated	thio	40.4	۰ŧ	2024
Dated	นแร	 day	ΟI	 2024

For a	ind on behalf o	of M/s	
	ature with sea		
Nam	e :		
Desi	gnation :		
Place	e:		
Date	:		
(Cert	ified true copy	of the	Power of Attorney of the above signatory should be enclosed)
Witn	esses :		
	Signature ess and date	with	name,
` '	Signature ess and date	with	name,

## 7. TECHNICAL BID FORM (with Appendices 1 and 2) - Part I

1.	Name of the Firm/ Company	
2.	Complete Postal Address	Pin code:
3.	Telephone Number (s)	
4.	E-mail Address	
5.	Date of commencement of the firm/ company	
6.	Experience of the firm – number of years	
7.	Goods and Services Tax Identification Number (GSTIN)	
8.	Firm Registration No.	
9.	Unique Code No.	
10.	Permanent Account Number (PAN)	
11.	Number of Full-time Fellow Chartered	
11.	Accountants (FCA) Partners	
12.	Details of the Partners	
	(as per Appendix-1)	
13.	Number of Qualified Chartered Accountants (CA) employed	
	Number of skilled staff – qualified in	
14.	Group-II of Integrated Professional	
14.	Competency Course (IPCC)	
15.	Number of Semi-skilled staff – qualified in Group-I of IPCC	
16.	Number of other Assistants	
17	Details of Experience of the Firm in	
17.	Audits of Banks/ RBI (as per Appendix-2)	

	Past experience in RBI audits and	
	performance assessment by RBI as	
	Concurrent Auditor/ Statutory Central/	
	Branch Auditor with raring of	
18.	i. Unsatisfactory ii.Satisfactory/ Good iii. Excellent	

#### I declare that:

- (a) The firm or partners of the firm have not been subjected to any disciplinary proceedings initiated by the ICAI.
- (b) The firm or partners of the firm have not been debarred or blacklisted by any Government/ Semi-Government organization/ institution in India or abroad.

(Signature of Authorised Signatory with Seal of the firm)

Appendix 1 (to Technical Bid Form)						
	Details of the Partners					
Name of the Partner	Date of Becoming		Date of joining the firm	Membership No.	Educational Qualifications	Experience
	ACA	FCA				

(Signature of Authorised Signatory with Seal of the firm)

Appendix 2 (to Technical Bid Form)				
Details of	experience of the	firm in Audit in	n Banks/ RBI	
Type of Audit  (Statutory Central Audit / Statutory Branch Audit / Concurrent Audit / IS Audit)	Name of the Bank	Branch (es)	Number of years engaged	Period of Engagement [From (date) to (date)]

(Signature of Authorised Signatory with Seal of the firm)

## 8. **UNDERTAKING**

We, M/s	(name of firm) having registered
office at	
	(address of firm), proposing to
conduct the Concurrent Audit of Reserve Ba	ank of India (RBI), Bhubaneswar are currently NOT
Statutory Branch Auditors / Concurrent	Auditors of any other Office / Central Office
Department of RBI and have NOT undertak	en Statutory Central / Branch/ Concurrent Audit in
any other Office / Central Office Departmen	nt of RBI during the preceding two (02) years, i.e.,
2022-23 & 2023-24.	
(Signature of Authorised Signatory with	the Seal of the firm)
Date:	
Place:	

## 9. BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED COMMERCIAL BANK

This is to certify that to the	best of our knowledge and information M/s
having marginally noted ac	ddress, a customer of our bank are/ is respectable and can be
treated as good for any	engagement up to a limit of ₹(Rupees in
words)	This certificate is issued without any guarantee or responsibility
on the bank or any of its offi	icers.
(Signature)	
For the bank	
Note:	

- 1. Bankers' certificate should be on letter head of the bank.
- 2. In case of partnership firm, certificate to include names of all partners as recorded with the bank.

## 10. <u>LIST OF CERTIFIED DOCUMENTS TO BE UPLOADED FOR DETERMINING ELIGIBILITY</u> <u>CRITERIA AND EVALUATION OF TECHNICAL BIDS:</u>

Sr. No.	Particulars	Certified documents to be uploaded
1.	Proof of being Category I Chartered Accountant (CA) Firm	ICAI Certificate
2.	Proof of PAN registration	Copy of PAN Card
3.	Proof of GST registration	Copy of GST Registration Certificate
4.	Bidder should be a company registered under Companies Act or an LLP registered under LLP Act or Partnership Firm or Proprietary firm	Copy of the Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed/ Similar other relevant documents
5.	Details of Partners	i. Partnership Deed and/or similar other relevant document and ii. ICAI Firm Card
6.	Experience of the Firm - No. of years	ICAI Firm card
7.	Number of Full time Fellow Chartered Accountant (FCA) Partners	<ul> <li>i. ICAI Firm card</li> <li>ii. Copy of the Memorandum and</li> <li>Articles of Association/ Certificate of</li> <li>Incorporation/ Partnership Deed deed/</li> <li>Similar other relevant documents</li> </ul>
8.	Association with the same firm – No. of partners	i. ICAI Firm card     ii. Copy of the Memorandum and     Articles of Association/ Certificate of     Incorporation/ Partnership Deed/ similar     other relevant documents.
9.	Number of Full time CA employees presently deployed – Key professional staff	i. Membership number & related     ICAI certificate     ii. Letter of Appointment
10.	Number of Skilled Staff - Qualified in Group II of IPCC	i. Degree certificate/ Marks sheet issued by ICAI in support of having passed the Group II IPCC exam and

		ii. Appointment letters issued by the firm
11.	Details of experience of the firm in banks	For the purpose of experience, only the
	audits as	number of years will be considered and not the number of institutions. For
	ii) As System/ IS auditor     iii) As Concurrent Auditor/ Statutory	example, if in a particular year the firm
	Central/ Branch Auditor	has conducted audit in three banks, the
	Contral Dianon, tageto	number of years of experience
		considered will only be one and not three.
		The experience letters should be
		uploaded year wise.
12.	Details of past experience in RBI audits	The relevant appointment letters and
	and performance assessment by RBI as	performance assessment report issued
	Concurrent Auditor/ Statutory Central/	by RBI with respect to RBI Audits.
	Branch Auditor	
13.	Number of semi-skilled staff qualified in	Appointment Letters issued by the firm
	Group I-IPCC	
14.	Number of other assistants	Appointment Letters issued by the firm
15.	EMD	The proof of having remitted the EMD to
		ABCC, Reserve Bank of India,
		Bhubaneswar.
16.	Solvency Certificate	Banker's Solvency Certificate

## 11. FINANCIAL BID (PRICE BID) FORM - PART II

1. Name of the Firm:
2. Complete Postal Address:
3. Monthly Remuneration for carrying out Concurrent Audit:
(including all costs but excluding GST)
(Amount in Rupees - in words)
(Amount in Rupees - in figures)
<b>NOTE:</b> The above Financial Bid Form, is only for information/ reference purpose. Bidders are
advised NOT to submit the 'Financial Bid' form (Part-II) together with Part I (i.e., Technical Bid)
on the MSTC portal. Financial bids submitted along with Part-I will be summarily rejected.
Bidders must enter 'Financial Bid' separately on the MSTC portal.

(Signature of Authorised Signatory with the Seal of the firm)

#### 12. PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : \_\_\_\_\_ Date : \_\_\_\_\_ To The Regional Director Reserve Bank of India, Bhubaneswar Dear Sir, Appointment of Concurrent Auditor for the period w.e.f. October 01, 2024 to September 30, 2025 by Reserve Bank of India, Bhubaneswar **Bank Guarantee For PERFORMANCE SECURITY DEPOSIT** WHEREAS Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, through its office at Reserve Bank of India, Pt. J.N. Marg, Bhubaneswar (hereinafter called "the RBI") has awarded the Contract for the captioned work (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns). AND Whereas the Contractor is bound by the said Contract to submit to RBI, Bhubaneswar a Performance Bank Guarantee for a total amount of ₹.\_\_\_\_\_ (Rupees\_\_\_ only) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_, the Contractor, do hereby undertake to pay to the RBI an amount not as Performance Guarantee for due fulfilment of the terms and exceeding Rs \_\_\_\_\_ conditions of the contract. **NOW THIS GUARANTEE WITNESSETH** \_\_\_\_\_ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said Contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.
We hereby further agree that –
a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs (Rupees only).
b) Our liability under these presents shall not exceed the sum of Rs(Rupees only).
c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
d) This guarantee shall remain in force up to 60 days beyond the work completion period provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder
In witness whereof I/We of the Bank have signed and sealed this guarantee on the day of (Month) (Year) being herewith duly authorized.

For and on behalf of	(Name of the Bank)
Signature of authorized Bank official	
Name:	
Designation:	
Stamp/ Seal of the Bank	
Signed, sealed and delivered for and on behalf of:	f of the Bank by the above named in the presence
Witness 1	
Signature	
Name	
Address	

## 13. PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: Date:
To The Regional Director Reserve Bank of India Bhubaneswar
Dear Sir,
Name of Work: Appointment of Concurrent Auditor for the period w.e.f. October 01, 2024 to September 30, 2025 by Reserve Bank of India, Bhubaneswar
Ref.: NIT/Advt.No. date
WHEREAS
The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai through its office at Reserve Bank of India, Pt. J.N. Marg, Bhubaneswar (hereinafter called "the RBI") has invited tenders for the captioned work (hereinafter called "the said tender") on the terms and conditions mentioned in the said tender documents.
It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs(Rupees only) as Earnest Money Deposit (EMD).
M/s. (Name of the Tenderer/Bidder), (hereinafter called as "the Tenderer/ Bidder"), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. (Rupees only) in respect of EMD.
NOW THIS GUARANTEE WITNESSETH
1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs(Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs(Rupees only).
2. We also agree to undertake to and confirm that the sum not exceeding Rs(Rupees only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not

ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that -

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).
- b) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_(Rupees only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,	
For and on behalf of	.Bank.
Authorised Official (with seal)	

(NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).