



# Reserve Bank of India Human Resource Management Department Central Office, Mumbai – 400 001

February 08, 2023

#### Tender No. RBI/Central Office/HRMD/79/22-23/ET/644

e-Tender for the Appointment of Chartered Accountant / Firm of Chartered Accountants for filing monthly GST returns and generation of e-invoices for the year 2023-24 w.e.f. April 01, 2023 to March 31, 2024 and filing of annual returns for the Financial Year 2022-23 for Reserve Bank of India, HRMD, CO including all Central Office Departments and Regional Offices in Maharashtra.

Reserve Bank of India (hereinafter called "the Bank"), HRMD, CO, Mumbai invites e-Tender under Two Bid system for filing monthly (for FY 2023-24) and filing annual GST returns (for FY 2022-23) and generation of e-invoices for taxable outward supplies (for FY 2023-24) for Reserve Bank of India, HRMD, CO including all Central Office Departments and Regional Offices in Maharashtra.

For more details, please visit "TENDERS" link on our website https://www.rbi.org.in.

The last date for submission of bids on MSTC portal (<u>www.mstcecommerce.com</u>) is 11.00 AM on March 02, 2023 (Thursday).

The appointment of the Chartered Accountant firm will be for a period of one year initially. Subsequently, the same will be renewed for second and third years subject to annual review of the performance of the firm by the office.

The Bank reserves the right to reject any or all tender without assigning any reason thereof.

Chief General Manager-in-Charge Human Resource Management Department Central Office Mumbai



#### DISCLAIMER

Reserve Bank of India, Human Resource Management Department, Central Office, Mumbai, has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, 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 enquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by Reserve Bank of India in submitting the tender. The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India 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. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

In case of technical glitches experienced in MSTC portal during opening of the Bids, Reserve Bank of India reserves the right to open the Bids on an alternate date. In all such cases, the next working day shall become operative for the respective purpose mentioned herein.



# Important instructions for e-Procurement

Bidders are requested to read the terms & conditions of this tender before submitting their online 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. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a computer connected with Internet. MSTC/RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**NOTE:** The Technical Bid and Financial Bid have to be submitted online separately only at <a href="http://www.mstcecommerce.com/eprochome/rbi/buyer\_login.jsp">http://www.mstcecommerce.com/eprochome/rbi/buyer\_login.jsp</a>

- 1) Vendors are required to register themselves online with <u>www.mstcecommerce.com</u> → e-Procurement → PSU/Govt.Depts → RBI. Register as Vendor by filling up details and creating own User ID and Password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.
- 3) In case of any clarification, please contact MSTC / RBI, HRMD, CO, Mumbai, (before the scheduled time of the e-tender).

#### Contact persons (RBI):

Ms. Trupti Wadiwala, Manager Reserve Bank of India, Centralised Administration Division Human Resource Management Dept. Main Building, 2nd Floor, Shahid Bhagat Singh Marg, Fort, Mumbai – 400001. Tel: 022-22604329 Mr. Subhajit Basuli, Assistant Manager Reserve Bank of India, Centralised Administration Division Human Resource Management Dept. Main Building, 2nd Floor, Shahid Bhagat Singh Marg, Fort, Mumbai – 400001. Tel: 022-22604125

e-Mail Id: cadaccounts@rbi.org.in

#### Contact persons (MSTC Ltd):

1. Tanmay Sarkar – Mob No. 08349894664; e-mail: tdarkar@mstcindia.co.in

2. Rupali Pandey – Mob No. 09458704037; e-mail: rpandey@mstcindia.co.in



# **B) System Requirement:**

- 1) Windows 7 or above Operating System
- 2) IE7 and above Internet Browser.
- 3) Signing type Digital Signature
- 4) Latest updated JRE 8 (x86 Offline) 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 www.mstcecommerce.com once)

For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprochome.

#### 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/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>. Tenders will be opened electronically on specified date and time as given in the tender.
- 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. The Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the Vendor shall generate a challan by filling up a form. The Vendor shall remit the transaction fee amount as per the details printed on the challan without making any change in the same. On selecting Online Payment, the Vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. 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. Transaction fee is **non-refundable**. The Vendor will not have access to the online e-tender without making the payment towards 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 Tender/Corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence, the Vendors are required to ensure that the corporate email-id provided is 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. e-Tender cannot be accessed after the due date and time mentioned in the Notice inviting e-Tender.

#### 6. Bidding in e-Tender:

- a) The process involves Electronic Bidding for submission of Technical and Financial Bid.
- b) The Vendor(s) who have submitted transaction fee can only submit their Technical Bid and Financial Bid through internet in MSTC website <a href="https://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.
- c) The Vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they must fill up Common terms/ Commercial specification and save the same. After that click on Technical Bid. If the JAVA application does not run, the Vendor will not be able to save/submit his/her/their Technical Bid.
- d) After filling the Technical Bid, Vendor must 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 Vendor must 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 the Bid.
- e) Vendors should use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- f) In all cases, Vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-Tender process, the Vendors will remain completely anonymous to one another and also to everybody else.
- h) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.



- i) 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.
- j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- k) 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.
- I) No deviation from the terms and conditions of the Tender Document will be accepted. Submission of bid in the e-Tender floor by any Vendor confirms his/her/their acceptance of the terms & conditions for the Tender.
- 7. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- 8. No deviations from the technical and financial terms & conditions are allowed.
- 9. The Bank 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.
- 10. Tenderers are requested to read the Tenderer guide and see the video in the page <a href="https://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize themselves with the system before bidding.



# NOTICE INVITING e-TENDER SCHEDULE OF e-TENDER

Α	e-Tender No.	RBI/Central Office/HRMD/79/22-23/ET/644
В	Mode of Tender	e-Procurement System
		(Online Part I – Technical Bid and Part II – Financial Bid through www.mstcecommerce.com/eprochome/rbi)
С	Tender Issue Date	08/02/2023
D	Date and Time of closing of online submission of e-Tender	02/03/2023 at 11:00 AM
E	Opening Date & Time of Tender Part-I	03/03/2023 at 11:30 AM
F	Opening of Part-II	Part-II (Financial Bid will be opened only for those bidder(s) whose Part-I (Technical Bid) is found acceptable by the Bank.
		Such bidder(s) will be informed regarding date of opening of Part- II (Financial Bid) through valid e-mail IDs provided by them.
		Date of opening of Part II of the tender will be at the discretion of the Tender Opening Committee.
G	Pre-Bid Meeting (offline)	No
Н	Estimated Value of Tender	₹9,00,000/- (inclusive of all costs and exclusive of GST) per annum
I	Earnest Money Deposit (EMD)	2% of the estimated value of the tender i.e. ₹18,000/- (Rupees Eighteen Thousand only) to be remitted through NEFT only
		Bank Account Details:  a) Beneficiary Account No: 186003001 b) IFSC: RBIS0COD001 c) Beneficiary Name: Reserve Bank of India





# Reserve Bank of India Human Resource Management Department Central Office, Mumbai – 400 001

e-Tender for the Appointment of Chartered Accountant / Firm of Chartered Accountants for filing monthly GST returns and generation of e-invoices for the year 2023-24 w.e.f. April 01, 2023 to March 31, 2024, and filing of annual returns for the Financial Year 2022-23 for Reserve Bank of India, HRMD, CO including all Central Office Departments and Regional Offices in Maharashtra.

Reserve Bank of India (hereinafter called "the Bank"), HRMD, CO, Mumbai invites e-Tender under Two Bid system for filing monthly (for FY 2023-24) and annual GST returns (for FY 2022-23) and generation of e-invoices for taxable outward supplies (for FY 2023-24) for Reserve Bank of India, HRMD, CO including all Central Office Departments and Regional Offices in Maharashtra.

The appointment of the CA Firm will be for a period of one year initially i.e. from April 01, 2023 to March 31, 2024. However, the same may be renewed for second and third year subject to satisfactory performance as per Annual Review.

The Part-I (Technical Bid) will be opened electronically on **March 03**, **2023 at 11:30 AM.** In the event of any date indicated above being declared a Holiday or during a technical glitch experienced in the MSTC portal, the next working day shall become operative for the respective purpose mentioned herein.

Tender document can be downloaded from website <a href="www.rbi.org.in">www.rbi.org.in</a> and <a href="www.mstcecommerce.com">www.mstcecommerce.com</a>. Any Amendment(s) / Corrigendum / Clarifications with respect to this Tender shall be uploaded on the website / e-portal only. The applicants should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website.

The Bank reserves the right to reject any or all tender without assigning any reason thereof.

Chief General Manager-in-Charge Human Resource Management Department Central Office Mumbai



#### Introduction

- 1. e-Tenders are invited under Two-Bid system from Category-I Chartered Accountant Firms registered with ICAI for Mumbai area for the Appointment of Chartered Accountant / Firm of Chartered Accountants for filing monthly GST returns and generation of e-invoices for the FY 2023-24, and filing of annual GST returns for the FY 2022-2023 for Reserve Bank of India, HRMD, CO including all Central Office Departments and Regional Offices in Maharashtra.
- 2. This tender document is neither an offer letter nor a legal contract, but an invitation for the proposal. No contractual obligation on behalf of the Bank whatsoever shall arise from this tender-process unless and until a formal contract is signed and executed by duly authorized officers of RBI and the tenderer. Further, RBI will not be liable for any cost incurred by the tenderer in the preparation of the response to this tender. The preparation of tenderer's proposal will be made without any obligation by the Bank to acquire any of the services included in the tender, or to discuss the reasons why the contractor's proposal is accepted or rejected. All information included by the tenderers in their proposal will be treated as strictly confidential.
- 3. The tender document comprises of;
  - a) Indicative Scope of the work
  - b) Eligibility Criteria
  - c) Terms and Conditions
  - d) Submission of Bids
  - e) Evaluation of Bids
  - f) Forms to the Tender Document
- 4. 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.
- 5. Bidder/ authorized signatory of the Bidder shall sign on each page of the tender.
- 6. Corrections, if any, in the quotation shall be duly authenticated with full signature/digital signature of authorised person.
- 7. In the first stage, the Technical Bid (Part-I) will be opened at 11:00 AM on March 03, 2023 at RBI, HRMD, CO, Mumbai. 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 Reserve Bank.



- 8. The Financial Bid (Part-II) of only those bidders, who have been short-listed in first stage will be opened. The bidders who have been short-listed will be intimated regarding date and time of opening the financial bids.
- 9. The Bank shall obtain reports on past performance of the tenderer from its clients and bankers. The Bank shall evaluate the said reports before opening of the Part II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the Appointment of Chartered Accountant / Firm of Chartered Accountants for filing of monthly GST returns and generation of e-invoices for the FY 2023-24 and filing of annual GST returns for the FY 2022-23 tendering process at any point of time and/or his performance reports received from its clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part I of the tender. The Bank is not bound to assign any reason for doing so.
- 10. Tender would remain open for acceptance for 90 days from the date of opening of Technical Bid (Part-I) of the Tender or till the date of finalization of Tender, whichever is earlier.
- 11. 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.
- 12. Canvassing / offering 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.
- 13. The Bank reserves the right to accept or reject any or all tender without assigning any reason thereof.
- 14. The undermentioned officer may be contacted for any clarifications.

Sh K. Prateek
Assistant General Manager
Reserve Bank of India,
Centralised Administration Division (CAD),
Human Resource Management Department,
2nd Floor, Main Office Building,
Shahid Bhagat Singh Marg, Fort,
Mumbai-400001

E-mail: <a href="mailto:kprateek@rbi.org.in">kprateek@rbi.org.in</a>
Phone: 022-22610531



# **Indicative Scope of Work**

# 1. Filing of Monthly Returns

The firm will file the GSTR-7, GSTR-1 and GSTR-3B for all the Central Office Departments of the Bank and the following Regional Offices in the state of Maharashtra on or before the due dates;

- a) Mumbai Regional Office (MRO)
- b) Belapur Office
- c) College of Agricultural Banking, Pune. (CAB, Pune)
- d) Nagpur Regional Office
- e) Central Account Section, Nagpur (CAS, Nagpur)

### 2. Review of details of Outward Supplies

- a) Review of the details of outward supplies from the data compiled for Maharashtra GSTN and assisting in rectifying the errors identified in GSTR-1 before filling,
- b) Computation of monthly GST liability on outward supplies including liability arising under reverse charge.

#### 3. Review of details of Inward Supplies

Review of the details of inward transactions from the data compiled for Maharashtra GSTN and assisting in rectifying the errors identified in GSTR-3B and GSTR 7 before filling.

#### 4. GSTR-2B vs GSTR-3B Reconciliation

- a) Review of inward supplies to verify the correctness of categorization of eligibility and ineligibility for claiming Input Tax Credit (ITC).
- b) Computation of monthly Input Tax Credit by matching the transactions of GSTR-3B with GSTR-2B report generated from the GST portal and reconciliation thereof for availment of Input Tax Credit (ITC) as per Section 17(4) of the CGST Act, 2017. In case of requirement of any software for the matching purpose, the same may be arranged by the firm.
- c) Maintenance and updation of separate ITC register as per the ITC availed by the Bank.
- d) Assistance in coordinating with vendors whose GST data is not reflected in GSTR-2B of the Bank. This is for the purpose of claiming ITC.

#### 5. Generation of e-invoices

Generation of e-invoices for taxable outward supply of goods or services under B2B transactions. Any software/application/license required for generation of e-invoice has to be arranged by the firm itself.



#### 6. Annual audit of GSTR (GSTR 9 and 9C)

- a) Submission / e-filing of annual returns (GSTR-9) and reconciliation statement as per Section 44(2) of the CGST Act, 2017 in e-form GSTR-9C within the scheduled date and in the manner as specified / prescribed by CBIC in respect of all the Departments of Reserve Bank of India, Central Office and all other RBI offices in Maharashtra viz. Mumbai Regional Office, Belapur Office, Nagpur Office, CAS Nagpur and College of Agricultural Banking, Pune.
- b) Attending to any queries, on behalf of the Bank, raised by any government authority with respect to GSTR-9 and GSTR-9C for the FY 2022-23.
- c) Any queries raised by GST Auditors during the audit for which the returns have been filed may be clarified as and when required. The co-operation of the firm, during filing of annual GST returns, is solicited.

# 7. Responding to Notices received from GST office

The firm has to assist the Bank in submitting the response and any other related information to GST authorities in respect of notices (if any) received on the name of the Bank for the state of Maharashtra. It may also be noted that firm has to provide similar assistance in this regard even after the expiry of contract, if any notice is received for the contract period at a later stage.

#### 8. Other works

- a) The data of each Regional Office and Central Office Departments will be submitted to the firm well in time, which may be compiled together and queries, if any, may be raised, sorted and the returns may be strictly filed on or before the due date within the banking hours, considering Saturday/Sundays and other holidays.
- b) The instruction issued by the Bank's Central Tax Consultant on GST will be shared with the firm. Similarly, the firm has to provide updates on GST to the Bank on regular basis.
- c) The payment to the GST authorities is by NEFT only. The challan for final payment may be forwarded well in time on or before the due date within the banking hours.
- d) If any query is received from any vendor regarding GSTR filing, the same may be clarified / rectified including generation of GST certificate from GST Portal.
- e) Acknowledgements of all the GST returns may be forwarded after filing for record purpose.
- f) Advisory services and any other work pertaining to filing of GST returns may be attended.



g) As the GST registration number of RBI Offices located in Maharashtra is unique for the state, the representatives of the firm / CAs may be required to visit RBI Offices at Belapur, CAB Pune and Nagpur as well (if required).

<u>Note</u>: At least two skilled staff from the firm may be present in the office premises (in Mumbai) at all days (only on working days as per the State Negotiable Instruments Act) for the abovementioned activities and other on-site assistances pertaining to GSTR and e-invoicing.



# **Eligibility Criteria**

- 1. The applicant firm should be a Category-1 CA firm having Head Office in Mumbai and registered with ICAI for Maharashtra State, Mumbai Region to be eligible to participate in this Tender.
- 2. Those firms which are currently appointed as internal auditors of RBI or for any return filing activity and those firms which have conducted such audits or filing of returns in RBI in the past, but at least two years have not elapsed since the completion of such assignment as on March 31, 2023 are **NOT** eligible.
- 3. 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 bidding will be eligible for the next stage of financial evaluation.
- 4. 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.
- 5. In case of 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 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 the bank and /or RBI audits, as these parameters been sequentially considered in order of which they have been listed out under the technical evaluation criteria.
- 6. The firm or any of the partners of the firm should not be subjected to any disciplinary proceedings initiated by the ICAI or any other authorities.
- 7. Neither the firm nor the partner should have been debarred or blacklisted by any Government/Semi-Government organization/institution in India or abroad.



#### **Terms and Conditions**

- 1. The remuneration quoted shall be deemed to have excluded GST. If the applicant fails to exclude GST in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian Laws, TDS will be deducted at source and a certificate for the same will be issued to the firm.
- 2. Financial Bids shall contain remuneration in Indian Rupees only as per Form 2 both in figures and words. No other enclosure is permitted with Financial Bid.
- 3. The minimum annual remuneration will be ₹7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) exclusive of GST. The bids indicating less than the minimum annual remuneration will be out-rightly rejected.
- 4. The applicant must use only the forms attached herewith to fill in the remuneration. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- 5. All erasure and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void at the Bank's option. No request for any change in remuneration or conditions after the opening of the Part-II tender will be entertained.
- 6. The remuneration quoted shall be fixed and binding without any escalation whatsoever till one year and on extension of time /renewal.
- 7. The appointment of the firm will be for a period of one year initially. However, the Bank reserves its right to terminate the assignment during the currency of the said period without assigning any reason, at the sole discretion of the Bank. Subsequently, the same may be renewed for second and third year subject to annual review of the performance of the firm by the office. The extension of contract will be at the discretion of the Bank and at mutually agreed upon terms and conditions.
- 8. Either party shall be at liberty to terminate the agreement by giving four clear calendar months' notice in writing.
- 9. The acceptance of offer of contract shall be communicated by the successful bidder such that the acceptance is received by the Reserve Bank within 7 days from the date of issue of the offer. Failure to accept the offer and communicate accordingly within this period shall result in revocation of the offer.
- 10. No advance shall be paid. Bills for remuneration may be raised by the firm on a monthly basis and the same shall be settled after deducting all applicable statutory taxes. The payment shall be made within 15 days through NEFT from the date of submission of the invoice.



11. The CA shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint". Any complaint of sexual harassment from any aggrieved staff of the CA against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The CA shall be responsible for any monetary compensation that may need to be paid in case the incident involving the staff of the CA, for instance any monetary relief to Bank's employee, if sexual harassment by the employee of the CA is proved by the Committee. The CA shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

#### 12. Non-Disclosure Clause:

- a) The firm must acknowledge that all materials and information which has or will come into its possession or knowledge in connection with this Contract or performance thereof whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in this Contract and to release it only to employees requiring such information for the purpose of performing obligations described herein and not to any other party. The Vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Contract are fully satisfied.
- b) The Vendor should undertake that it and its personnel will at all times comply with all the security regulations in effect from time to time at the Bank's premises and externally for materials of the Bank. The Vendor should further undertake to hold in strict confidence any information, whether consisting of confidential and proprietary data or not which has or will come into its possession in connection with this contract and that it shall not make use of such information other than for fulfillment of its obligations under this contract.
- 13. The firm should adhere to the IS Policy guidelines of the Bank and agree to comply with the guidelines of the Bank's Information Security Policy in letter and spirit while accessing information systems with high level of access privilege. The firm should assure that its staff and/or representatives shall follow sound codes of practice in handling information systems as per the Information Security sub policies of the Bank. The staff posted should maintain confidentiality of the IS policy of the bank and not disclose the same in public.



- 14. The firm or any of its staff shall not disclose directly or indirectly any information, materials, and details of the Bank's infrastructure / systems / equipments etc. which may come to the possession or knowledge of the firm while discharging the contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The firm shall not publish, permit to be published, or disclose any particulars of the work in any trade or technical paper or elsewhere without the prior written consent of the Bank. The firm 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 firm's obligation with respect to non-disclosure and confidentiality will continue to hold even on expire or termination of this agreement for whatsoever reason.
- 15. Any penalty for erroneous filing or late fees for delayed submission of the return being levied by the government on the Bank in this context shall be borne by the appointed firm.
- 16. The firm has to deploy atleast 2 skilled staff who are well versed with the work as indicated in the Scope of Work of the Tender Document. The staff have to be present on all working days of RBI and observe the working hours of RBI. The presence of the above staff will be monitored by the bank. In normal course the staff deployed by the firm is not to be shuffled, but only under extreme exigencies or permitted leaves as per the policy of the firm.
- 17. The firm shall put in place a proper escalation matrix and the same shall be communicated to the Bank after the appointment of the firm.
- 18. The Bank will not provide any other facility/charges to staff besides suitable sitting space. The CA or his/her staff shall not use the premises, properties, fixtures, fittings etc of the Bank premises for any purpose other than works related to his/her job. The staff shall be responsible for taking adequate care of all equipment and materials provided by the Bank.
- 19. 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.
- 20. The firm shall not sublet, transfer or assign the contract or any part thereof without the prior approval of the Bank to any other firm.
- 21. The firm shall abide by all the laws of the land in respect of Labour Act, PPF, ESI, minimum wages etc. Bank shall not be responsible for any claim on any account for not abiding with these laws.
- 22. The selected firm 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.



#### **Submission of Bids**

- 1. Each page of the technical and financial bid should be numbered, signed and stamped with the company seal.
- 2. The minimum annual remuneration will be ₹7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) exclusive of GST. The bids indicating less than the minimum monthly remuneration will be out-rightly rejected.
- 3. Earnest Money Deposit (EMD): The tenderer shall provide EMD of Rs. 18,000/-through NEFT to "Reserve Bank of India, Mumbai" by credit to A/c No. 186003001 and IFSC- RBIS0COD001(where '0' represents zero).
- 4. Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the RBI. No interest will be paid on EMD. The EMD of all the bidders shall be discharged/returned by RBI after award of work to successful bidder.
- 6. EMD shall be forfeited, if the bidder;
  - a) 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,
  - b) withdraws his Bid during the period of Bid validity, or
  - c) has been blacklisted by any govt. agency and the blacklist is still in force.
- 7. The successful bidder shall maintain a security deposit of 5% of the contract value of the tender through NEFT to "Reserve Bank of India, Mumbai" by credit to A/c No. 186003001 and IFSC- RBIS0COD001(where '0' represents zero). On production of Performance Bank Guarantee of the equivalent amount, the security deposit retained with the Bank shall be refunded.
- 8. The Bank reserves the right to reject all or any of the bids received without assigning any reason thereof.
- 9. 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.
- 10. Reserve Bank reserves the right to amend/ modify the tender document or issue any corrigendum to the bid process. The bidder shall not contest the right of the RBI to do the aforesaid.
- 11. The bids shall be in conformity with our conditions and requirements. Deviations, if any, shall be clearly mentioned by the bidder in the Part-I bid. Not mentioning the



deviations shall imply non-compliance with our conditions and requirements. The Bank reserves the right to reject an offer for any of the deviations.

- 11. The Part-II bids of only those vendors shall be opened for the purpose of commercial evaluation, which have qualified after the technical evaluation of Part-I of the Bid.
- 12. The Financial Bid should be submitted in the format given in Form 2. The Form 2 should be uploaded **only during the submission of Part-II bid** and should **not** be uploaded while submitting Part-I bid.
- 13. No terms and conditions should be stipulated in the Financial bid, which is meant only for the quotation of offer price / rate (**inclusive of all costs and exclusive of GST**). Any deviation to the terms and conditions indicated above, may result in rejection of the offer.
- 14. The validity of the Financial bid (Part-II) should be for a minimum of 90 days from the date of opening of Part II of tender. The validity of the offer should be indicated in the Technical Bid.
- 15. The successful tenderer shall take "all risk policy" for the contract value and workmen compensation policy for the employees engaged in the work for one-year renewable thereafter if the contract is renewed by the Bank. The employees of the bidder or their legal heirs shall not claim any insurance/job benefit from the Bank in case employees of the bidder suffer any loss or damage to their life or person or property while working in the Bank premises.
- 16. Where there is a discrepancy between the amounts in figure and in words, the amount in words shall govern.
- 17. The tenderer may please take care to ensure that all documentary evidence required under the tender document may be submitted without fail to the bank.



#### **Evaluation of Bids**

- 1. Technical Bids of applicants will be evaluated based on the eligibility criteria as mentioned earlier, after scrutinizing all the relevant documents as sought from bidders and as per the methodology given.
- 2. 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.
- 3. Quality, competence and reliability of the firm is of paramount importance in this tender.
- 4. The decision of appointment would be made as under:
  - a) Only Technical proposals scoring not less than 60% of the total marks 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 Bidder's 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 techno-financial score shall be calculated as follows:

Total Score = 
$$(T)x0.6 + (F)x0.4$$

(Here T and F are the Technical and Financial scores of the respective bidders)

- e) 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.
- f) In case of tie, it may be resolved by giving additional weightage to the firm that has higher number of years of experience, or more number of FCA partners of longer association of partners with the firms, or more number of key professional staff/ skilled staff or more number of years of experience in the bank and/ or RBI audits, with these parameters been sequentially considered in order of which they have been listed out under the technical evaluation criteria.



# **Technical Evaluation**

Parameters	Marks Range	Max
1) Experience of 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 Accountant (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 Groups of IPCC - No of staff		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		
Less than 3 years	0	
3 to 6 years	5	
More than 6 years	10	
7) Past experience in RBI audits* and performance assessment by RBI		10
As Concurrent Auditor /Statutory Central/Branch Auditor		
Unsatisfactory	up to (-)10	
Satisfactory/Good	5	
Excellent	10	
Maximum Marks		100



### **Financial Evaluation**

# Appointment for filing of monthly GST returns and generation of e-invoices for the FY 2023-24, and filing of annual GST returns for the FY 2022-23 for Reserve Bank of India

SI 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



# Form 1

Appointment for filing of monthly GST returns and generation of e-invoices for the FY 2023-24, and filing of annual GST returns for the FY 2022-23 for Reserve Bank of India: Technical Bid Form

1	Name of the Firm	
2	Complete Postal Address	
3	Telephone numbers	
4	e-Mail address	
5	Date of Opening of the Firm	
6	Service Tax Registration No.	
7	Firm Registration No.	
8	Unique Code No.	
9	Permanent Account Number (PAN)	
10	Number of Full-time FCA partners	
11	Details of the Partners (as per Appendix 1)	
12	No. of qualified CAs employed	
13	No. of Skilled staff - qualified in both Groups of IPCC	
14	No. of Semi-skilled staff - qualified in at least one Group of IPCC	
15	No. of other Assistants	
16	Details of Experience of the Firm in audits	
	in banks/RBI (as per Appendix 2)	

# I declare that

- (a) Neither the firm, nor any of the present partners has been subjected to any disciplinary proceedings initiated by the ICAI.
- (b) Neither the firm, nor any of the present partners has 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 Form1)								
	Details of the Partners							
Name of the Partner		e of ming	Date of joining the firm	Membership No	Educational Qualification	Experi ence		
	ACA	FCA						



Appendix 2 (to Form 1)						
Details of Experience of the firm in Audit in Banks/RBI						
Type of Audit (Statutory Central Audit / Statutory Branch Audit / Concurrent Audit / IS Audit	Name of the Bank	Branches	No. of years engaged	Period of Engagement (from date to date)		



# Form 2

Appointment for filing of monthly GST returns and generation of e-invoices for the FY 2023-24, and filing of annual GST returns for the FY 2022-23 for Reserve Bank of India: Financial Bid Form

1) Name of the Firm	
2) Complete Postal Address	
	monthly GST returns and generation of e- ing of annual GST returns for the FY 2022-
(Amount in rupees – in words)	
(Amount in rupees – in figures)	
Signature of the	Authorised Signatory with Seal of the firm



#### Form 3

# Undertaking / Certificate of Indemnity (TO BE SUBMITTED ON THE LETTER HEAD OF THE COMPANY)

CGM-in-Charge Human Resource and Management Department Central Office Reserve Bank of India Fort, Mumbai 400001.

Dear Sir,

Contract for appointment of CA Fire	m for	filing	of	monthly	GST	returns	and
generation of e-invoices for the FY 20	23-24	, and fi	iling	g of annu	al GS	T return:	s for
the FY 2022-23 for Reserve Bank of Ir	ndia						

This bears reference to your captioned tender dated...... (to be filled in by tenderer). I/We, have read the above terms and conditions and hereby, accept all the terms and conditions for submitting bids as mentioned in the said tender.

- 2. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.
- 3. We warrant that the service/advice to be provided do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.

Yours faithfully,

Signature with seal of the authorized person:

Name of the signatory (.................................) (in block letters)

Designation:

Name of the firm:

Place:

Date:



# Form of Tender (TO BE SUBMITTED ON THE LETTER HEAD OF THE FIRM)

CGM-in-Charge Human Resource and Management Department Central Office Reserve Bank of India Fort, Mumbai 400001.

Dear Sir,

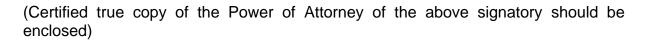
Appointment of CA Firm for filing of monthly GST returns and generation of e-invoices for the FY 2023-24, and filing of annual GST returns for the FY 2022-23 for Reserve Bank of India

We have carefully examined the scope of work and services specified in the memorandum hereinafter set out and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works and services in the Memorandum for the time specified at the rate mentioned in the Financial Bid and in accordance with specifications and instructions in writing with such other materials as are provided for, and in all other respects, in accordance with such conditions so far as they may be applicable.

- 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 II (Financial bid) of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing
- 3. Should this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successor, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together 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 thereof.
- 5. The Tender is submitted in two parts viz. Part I (Technical Bid), price has not been indicated anywhere in any manner, and Part II (Financial Bid) contains only the financial bid in the Bank's proforma.

Yours faithfully,	
Signature with seal of the authorized person:	
Name of the signatory (	) (in block letters)
Designation:	
Name of the firm:	
Place:	
Date:	





Witnesses:

- (1) Signature with Name, Address & Date:
- (2) Signature with Name, Address & Date: