



June 27, 2022

Appointment of Concurrent Auditors for College of Agricultural Banking, Reserve Bank of India, Pune

College of Agricultural Banking, Reserve Bank of India, Pune invites e-Tender through MSTC for appointment of Concurrent Auditors for College of Agricultural Banking, Reserve Bank of India, Pune. The e-Tender along with the detailed tender notice is available at the e-Tendering portal of MSTC Ltd (<https://www.mstcecommerce.com/eprochome/rbi>) under the menu "Tenders".

2. All interested and eligible firms must register themselves with MSTC through the above-mentioned website to participate in the tendering process.

3. The schedule of e-Tender is as follows:

a. e-Tender no	RBI/CAB Pune//164/22-23/ET/164
b. Mode Of Tender	e-Procurement System (Online Part I - Technical- Bid and Part II - Financial Bid through www.mstcecommerce.com/eprochome/rbi) only
c. Date of NIT (Notice Inviting Tender) available to prospective bidders for download	June 27, 2022 from 5:00 PM onwards
d. Pre-Bid meeting	Offline mode: July 04, 2022 at 3:00 PM Venue: CAB, RBI Pune
e. Estimated value of Tender	₹13.2 lakh including GST
f. Earnest Money Deposit	₹26,400/- to be remitted through NEFT (Details in Annex IV). The details of

	transaction will have to be furnished as evidence of deposit of EMD along with technical bid (Part I of the bid).
g. Last date of submission of EMD	July 19, 2022 by 12:00 noon
h. Date of commencement of online e-tender for submission of both the bids (technical (Part I) & financial (Part II))	July 07, 2022 from 5.00 PM onwards
i. Date of closing of online e-tender for submission of both the bids (technical (Part I) & financial (Part II))	July 19, 2022 at 2:00 PM
j. Date & time of opening of technical bid (Part I)	July 19, 2022 at 4:00 PM
k. Date & time of opening of Financial bid (Part II)	Will be communicated to all eligible bidders in due course.
Transaction Fee	0.05% of total estimate cost plus GST @18% to be paid through MSTC Payment gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd



**RESERVE BANK OF INDIA
COLLEGE OF AGRICULTURAL BANKING (CAB),
HUMAN RESOURCES MANAGEMENT DEPARTMENT(HRMD)
UNIVERSITY ROAD, PUNE 411016**

Notice inviting e-Tender

Tender for appointment of Concurrent Auditors for College of Agricultural Banking, Reserve Bank of India (the Bank), Pune

1. Online Tenders by E-Tendering process are invited for above work at College of Agricultural Banking, Reserve Bank of India (the Bank) Pune. The work is estimated to cost approximately ₹13.2 lakh including GST.
2. All the pre-qualification papers should be uploaded on MSTC site. The same will be downloaded after bid closing date for evaluation by the Bank.
3. Online tenders will be available for view /download to all bidders from 5.00 PM of June 27, 2022 onwards. The Bidders who do not comply with the eligibility criteria and do not remit EMD by 12:00 noon of July 19, 2022 will not be considered for opening of their tender Part-II.
4. The EMD has to be paid by NEFT and the proof of payment has to be submitted with the technical Bid.
5. In the event of intending tenderer's failure to satisfy the Bank, the Bank reserves the right to reject the bidder from participating in the tendering process.
6. A pre-bid meeting (off-line mode) of the intending tenderers will be held on July 04, 2022 at 3:00 PM at College of Agricultural Banking, Reserve Bank of India, Pune. The duly filled in tender documents may be uploaded on MSTC site till 2:00 PM on July 19, 2022.

7. Tender forms can be downloaded from the website www.mstcecommerce.com w.e.f. June 27, 2022 from 5:00 PM.
 - a. EMD of ₹26,400/- may be paid by NEFT by 12:00 noon of July 19, 2022 as per details in Annex-IV.
 - b. Tenderers shall submit all the information and the documents as mentioned in this document.
 - c. After examination, if any of the tenderer is not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing.
8. The Technical bids (Part I) and Financial bids (Part II) can be uploaded in MSTC portal from 5:00 PM of July 07, 2022.
9. Part I of the tenders will be opened on-line at 4.00 PM of July 19, 2022 in the presence of the authorized representative of the tenderers who choose to be present. Part-II (Financial bid) of the eligible tenderer shall be opened on a subsequent date which will be intimated to the tenderers separately.
10. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason there for.

Pune
June 27, 2022

Principal, CAB, Pune

Schedule of Tender (SOT)

a. e-Tender no	RBI/CAB Pune//164/22-23/ET/164
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Important instructions for E-procurement

Bidders are requested to read the terms and conditions of this tender before submitting the online tender

1	<p>Process of E-tender:</p> <p>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/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial 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 P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt. Depts. → Select RBI Logo- >Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact person (RBI):</p> <p>Smt. Anjali Karyekar, Assistant General Manager - askaryekar@rbi.org.in - 9890945006</p>
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Ms. Sandiya M., Assistant Manager - sandiyam@rbi.org.in - 9112268681

Contact person (MSTC Ltd):

1. Mr. Sushil Nale, Asst. Manager – sushil@mstcindia.co.in Mobile-09987758430
2. Ms Archana, Asst. Manager- archana@mstcindia.co.in Mobile-09990673698
3. Ms. Rupali Pandey, Executive- rpandey@mstcindia.co.in Ph- 022 22886268
4. Mr. Tejas V, Executive tejasv@mstcindia.co.in Ph-022 22822789 Google hangout ID- (for text chat)- mstceproc@gmail.com
5. Technical support staff _ 022-22870471
6. Tanmoy Sarkar - tsarkar@mstcindia.co.in Mobile No. 8349894664

B) System Requirement:

- i) Windows 7 or above Operating System
- ii) IE-7 and above Internet browser.

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)

2

The Technical Bid and the Financial bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi.Tenders will be opened electronically on specified date and time as given in the Tender.

3	All entries in the tender made in Technical & Financial bids should be without any ambiguity.
4	<p>Special Note towards Transaction fee:</p> <p>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 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.</p> <p><u>Transaction fee is non-refundable.</u></p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u> : 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.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate e-mail 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).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD, and Transaction fees to be eligible to bid online in the e-tender. Transaction fees are non-refundable. No</p>

interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.

b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.

c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU/Govt. depts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event

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 Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid

f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.

g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.

h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.

i) The e-tender floor shall remain open from the pre-announced date & time and

for as much duration as mentioned

above.

j) 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 Buyer will form a binding contract between Buyer and the Vendor for execution of supply.

	<p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/rbi to familiarize them with the system before bidding.

PART I

Tender for appointment of Concurrent Auditor of College of Agricultural Banking, Reserve Bank of India (the Bank), Pune

Name of Tenderer: -----

Address: -----

Landline: -----

Mobile no.: -----

Email id: -----

Website address if any: -----

Last date & time for Submission	July 19, 2022 at 2:00 PM
Pre-Bid meeting(offline)	July 04, 2022 at 3:00 PM
Validity of the tender	90 days from the date of opening of Technical Bid.
Cost of Application form/ Tender	Nil

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Disclaimer

College of Agricultural Banking (CAB), Reserve Bank of India (the Bank) Pune has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for contract for appointment of Concurrent Auditors for the College of Agricultural Banking, Reserve Bank of India, Pune from the date specified in the contract till September 30, 2023 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. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if due diligence is not exercised by the Respondents. The Bank reserves the right not to proceed with this tender, 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 tender further with any Respondent. No reimbursement of cost of any type on any account will be paid to persons or entities submitting their Bid.

Section - I Eligibility criteria and other important information

1.1	Name of the work:
	Tender for appointment of Concurrent Auditors for College of Agricultural Banking, Reserve Bank of India, Pune.
1.1.1	Eligibility criteria:
(a)	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 should be submitted.
(b)	<u>Registrations:</u> Bidder must have registration under GST, must submit Copy of PAN, GST Registration certificate. Bidder must be registered with MSTC.
(c)	Bidder must be a Category 1 Chartered Accountant (CA) Firm / Company and should furnish the details of the Firm / Company like Number of qualified CA(s) employed, Number of Full time FCA Partners, Details of Partners, Number of skilled staff-qualified in Group II-IPCC, Number of semi-skilled staff-qualified in Group I-IPCC, Number of other assistants, Details of Experience of the firm in audits in banks/RBI etc., in the format given in the tender. For category of Company / Firm please see details on the Bank' website: https://www.rbi.org.in/scripts/bs_viewcontent.aspx?Id=946
(d)	The Bidder should have <u>registered office at Pune</u> with adequate manpower in Pune to take care of replacement etc. in support of manpower.
(e)	The minimum monthly remuneration will be ₹93,000/- (Rupees Ninety Thousand only) exclusive of GST. The bid being quoted for a value less than the minimum remuneration will be outrightly rejected.
(f)	Certified documentary evidence must be uploaded with respect to each criterion. Type of documents have been listed in Annex V . The eligibility of the firm will be decided on the basis of the documents uploaded by the firm. If the required documents are not uploaded by the bidders, the bids submitted by the bidder concerned will be summarily rejected and not processed further.

(g)	<p>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 March 31st of current year are not eligible to apply.</p> <p>Additionally, the firms that were/ are appointed as Statutory Auditors in the Bank, DICGC and NHB for the years 2020-21 and 2021-22 are not eligible to apply.</p> <p>An undertaking to this effect in attached Annex-VI is required to be submitted by the firm.</p>
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1.2 Important Information:

Estimated cost of the work	₹13.2 lakh per annum inclusive of GST
Earnest Money Deposit (EMD)	EMD of ₹26,400/- to be remitted by 12:00 noon of July 19, 2022 by way of NEFT. NEFT details given in Annex IV.
Date of commencement of NIT	The tender forms can be downloaded from www.mstcecommerce.com from 5:00 PM of June 27, 2022.
Date of submission of both the bids [technical (Part I) & financial (Part II)]	The tender forms can be uploaded through www.mstcecommerce.com from 5:00 PM of July 07, 2022.
Date and place of Pre-Bid meeting	July 04, 2022 at 3:00 PM at College of Agricultural Banking, Reserve Bank of India, University Road, Pune 411 016. No separate communication will be sent for pre-bid meeting.
Power of Attorney	Shall be submitted in favour of the person signing the tender document in case of the company.
Validity of Tender	90 days from the date of opening of Technical Bid.
Date of closing of online e-tender for submission of both	July 19, 2022 at 2:00 PM

the bids [(technical (Part I) & financial (Part II)]	
Date and time of opening of technical bids (Part I)	July 19, 2022 at 4:00 PM at College of Agricultural Banking, RBI, University Road, Pune – 400016
Date & time of opening of financial bids (Part II)	Will be communicated to all eligible bidders in due course.
Payment condition	As specified in clause 3 of Section VII
Penalty	As specified in clause 4.6 of Section IV
Validity of the tender	90 days from the date of opening of technical Bid
All disputes arising shall be subject to the jurisdiction	Pune
Contact person for communication in connection with this tender	Name and Designation: Smt. Anjali Karyekar, Assistant General Manager Phone:020-25582359 Mobile no.: - 9890945006 Email: askaryekar@rbi.org.in

1.3 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. No Bidder shall have any cause of action or claim against the Bank for rejection of their Bid.

1.4 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.

Principal
College of Agricultural Banking
Reserve Bank of India
Human Resource Management Department (HRMD)
University Road Pune-411016

Section – II

SCOPE OF WORK – Illustrative

1	Concurrent audit of Books of Accounts, Records, Registers, prescribed Returns and Statements etc.
2	An Index of areas on which the Firm may draw monthly audit scrutiny report is detailed in Annex 'I'. The Concurrent Auditor will specifically indicate audit areas of Index not relevant for audit coverage in respect of the Office/Department/Training Institution audited in their report. The Concurrent Auditor will also include in the Index additional audit area/s assigned.
3	The Concurrent Auditor will obtain and familiarize themselves with
3.1	All the items of Audit Areas of the Bank as per the Checklist provided by the Office/Department/Training Institution of the Bank.
3.2	Updated copy of all manuals
3.3	Relevant circulars / instructions issued by the Bank
3.4	Bank's expenditure rules
3.5	Guidelines on Annual Closing of Bank's Accounts.
4	The Concurrent Auditor will take up the audit of Vouchers/Records/Registers in consultation with the Bank's concerned office to be audited.
5	All financial transactions should be subjected to Concurrent Audit at pre-payment (post sanction) stage to ensure conformity with Expenditure Rule of the Bank as well as Statutory & Regulatory Compliance norms. This will require a hundred percent check of financial transactions.
6	The payments will have to be scrutinized to ensure that they adhere to relevant instructions / guidelines/ procedures prescribed by the Bank and are in adherence to Bank's accounting policy/ procedure.
6.1	Concurrent Auditor will have the responsibility to report deviations from policies/ procedures/ guidelines to the In-Charge of the Department in

	writing, for immediate rectification/ correction of the irregularity on the spot/ without any undue delay.
7	The Concurrent Auditor will have to undertake 100% audit check in respect of all financial transactions including the following:
7.1	All types of Medical and Hospitalization Bills of existing as well as ex-employees under Bank's scheme.
7.2	Payments related to superannuation such as Basic Pension, Commutation of Pension, Gratuity Claims (including Compassionate Gratuity), Guarantee Fund Claims (wherever applicable), Claims of Retiring employees in the audit period. Tax calculation and Bank/Employee's share in the remittable tax liability on the Superannuation dues payable, etc.
7.3	Re-fixation of Pay of the Staff and pension in respect of ex-employees, whenever Pay-Scale/Pension Revision Orders are issued
7.4	Annual increment of staff/ Re-fixation of pay in the Promotional Grade
7.5	All payments made to staff and speakers as per Bank's schemes / instructions
7.6	All payments of rents, taxes, water charges, etc.,
7.7	All payments made to vendors and service providers
7.8	Any other claims/ bills suggested for 100% audit check as per instructions of Bank, issued from time to time.
8	Concurrent Auditor will be required to examine/scrutinize of vouchers with particular reference to the following aspects:
8.1	Adherence to Bank's Expenditure Rule Narration and accounting under the proper head of accounting Correct accounting of revenue and capital nature of expenditures Reconciliation and monitoring of Charges A/c at weekly interval. Scrutiny of petty Cash Balance
8.2	Surprise check of Cheque books/Stamps/Frinking Machine balance and other valuables held under the joint custody of officials as per instructions of the Bank.
8.3	Monitoring of specific accounts as advised by the Bank at monthly rest and quarterly rest vis-a-vis approved budget allocation.

8.4	Monthly balancing/ reconciliation of aggregate outstanding balances of specific accounts as specified by the Bank.
8.5	Any Statement/ Control Return suggested for audit check by the Bank to be audited by Concurrent Auditor.
8.6	Any other audit area having financial implications specifically indicated for the audit by the Central Office Department /Regional Office /Training Institution of the Bank to be audited by the Concurrent Auditor.
8.6.1	Receipt and accounting of training fees. Proper monitoring/ maintenance of short credit transactions.
8.6.2	Scrutiny of all items of income and expenditure
8.6.3	Concurrent Auditor will ensure that there is no leakage of Income
9	Concurrent Auditor will submit a Monthly Audit Report in the prescribed format to the Principal of College of Agricultural Banking, Pune and incorporate comments on the compliance position of the audit irregularities or otherwise in the subsequent report.
10	All financial sanctions as indicated in various paragraphs above will have to be subjected to Concurrent Audit and reported to appropriate authorities.
11	Concurrent Auditor will verify all the relevant records/registers and make specific observations/comments on following aspects :-
11.1	Maintenance of specific registers, such as Property Register, Bank Guarantee Register, Register of unserviceable items of dead stock, Hindrance Register, etc.
11.1.1	Register pertaining to Security Deposit payment Utility Companies should be subjected to concurrent audit on monthly basis to ensure the account balance tallies with the available documents (receipt / bill from the utility company indicating the Security Deposit amount based on which entry has been done), as this is in nature of continuing balance which is subject to variations. This has to be mandatorily reported in the monthly CA report.
11.1.2	Security/ Rent Deposit for taking flats etc. on lease and security deposit of miscellaneous nature maintained by the Bank should be verified by the Concurrent Auditors on a monthly basis to ensure that the account balance tallies with the available documents (receipt/ bill based on which

	deposit has been paid). This has to be mandatorily reported in the monthly CA report.
11.1.3	The Bank maintains a record of Prepaid expenditure and Advance Income. The Concurrent Auditor should verify all new entries in the said report with the original sanction/ approval note to ensure the correctness of details and amount entered in the report. Thereafter, the report should be subjected to monthly verification by the Concurrent Auditors.
11.2	Insurance – Adequacy of insurance cover for assets.
11.3	Charging of Depreciation. The area of charging of depreciation – type/value of assets, rate of depreciation, periodicity etc. to be covered.
11.4	Classification and Capitalization of expenditure
11.5	Maintenance of Measurement Books/ accounting of MBs- Specific Comments need to be made.
11.6	Half yearly reconciliation of dead stock items and timely submission of Certificate for onward submission to Central Office.
12	Concurrent Auditor shall also 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 College of Agricultural Banking, Pune.
13	Checking and verification of Weekly Statement of Affairs. The CAs 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 etc, as per the requirement of Office.
14	Composition of Audit Team: The successful bidder should deploy a dedicated Team for the Bank comprising of one (01) Chartered Accountant and assisted by three (03) skilled and one (01) semi-skilled personnel. The skilled staff should have qualified at least in Group II of Integrated Professional Competence Course (IPCC) and the semi-skilled should have qualified at least Group I of IPCC and undergoing Article Training. The entire team should have working knowledge of computers/ systems.

	<p>The presence of the entire team along with Chartered Accountant I Partner of the audit firm at RBI's premises on a daily basis (working days) for the duration of Bank's working hours is mandatory.</p> <p>The team should be in readiness to render service for additional hours and/ Saturdays, Sundays other holidays whenever called upon to do so, on account of office exigency/ies.</p>
15	<p>The presence of the above staff would be monitored by the Bank. Absence of any one or more of the deployed staff/ suitable similar & equivalent substitute staff would attract a penalty of ₹3,000/- per day. Under all circumstances, it should be ensured that the same members are deployed in the Bank on a continuous basis for at least a period of eight months. In the normal course, the team deployed by the firm should not be shuffled unless under extreme exigencies. Even during such extreme exigency, it should be ensured that the entire team of three (03) skilled and one (01) semi-skilled personnel are replaced in a staggered manner with a minimum gap of one (01) month.</p>
16	<p>The firm shall assist 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 may come into 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.</p>
17	<p>RBI will not provide any other facility/ charges to staff besides suitable sitting space.</p>
18	<p>A quarterly meeting with the Concurrent Auditors would be held with Bank's Management Team/ HoDs after the end of every quarter to review the working of the office in the quarter and discuss changes in the tax laws/ structure and its impact on Bank.</p>
19	<p>Concurrent Auditor are expected to familiarize themselves with the application - Audit Management & Risk Monitoring System (AMRMS) 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.</p> <p>The Concurrent Audit report of a given month is required to be uploaded in the AMRMS package by the 10th day of the succeeding month.</p>

20	<p>a) The Concurrent Auditor should indicate in the monthly Concurrent Audit Report as to whether the financial sanction / financial powers exercised by the Officers of the Bank and the O-i-C are as per the prevailing Reserve Bank of India Expenditure Rule.</p> <p>b) Major irregularities/ frauds/ leakages in income & in financial sanctions by the authority below the rank of Officer-In-Charge (O-i-C) will have be reported to the O-i-C and also to Inspection Department and all irregular sanctions by the O-i-C will have to be reported to the Inspection Department directly by the Concurrent Auditor.</p>
21	The Concurrent Auditor should check and confirm the correctness of tax deducted at source (as to rate applied, time of deduction and time of remittance etc.) and also confirm the timely filing of returns by the office.
22	The Concurrent Auditor should assist 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.
23	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.
24	To check the process of payment and filing of returns w.r.t. Profession Tax.
25	Verification of Life Certificate & Declaration of Marital Status for discharge of pension and family pension respectively.
26	Checking of payment and filing of applicable Non-Agricultural taxes, if any.
27	<p>Certification of the following documents of the vendor (before commencement of work by the vendor):</p> <p style="padding-left: 40px;">Agreement with the vendor</p> <p style="padding-left: 40px;">Performance Bank Guarantee</p> <p style="padding-left: 40px;">Requisite Insurance as per the terms & conditions of the tender document</p>
28	Verify compliance w.r.t. MSMED Act 2006 on monthly basis.
29	Dead Stock - Purchase, capitalization & Maintenance of Registers:

	<p>Checking the date of capitalization of the asset/s to ensure that capitalization has been done on the date when the asset/s has / have been put to use and furnishing a quarterly certificate in this regard. Also, to ensure that the date of put for intended use and date of capitalization fall in the same month upon completion of project</p>
30	<p>The CAs functions as specified above may be enlarged at a future date as the requirements of the Bank. RBI 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.</p>

Section – III: General instructions to Bidders

3.1	Tender Document:
3.1.1	Tender shall consist of this document having eight sections along with annexures, schedules, addendum or corrigendum etc. issued by the Bank for the purpose.
3.1.2	Bidders are advised to study all sections of tender documents thoroughly. Submission of Bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
3.1.3	Bidders are advised to use only the forms uploaded on MSTC site. In case any change/ modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head. Each page of the tender form shall be signed.
3.1.4	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.
3.1.5	Eligibility criteria shall be as per clause 1.1.1 of the tender
3.2	Amendment to tender document
3.2.1	At any time prior to the deadline for submission of Bids, the Bank may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the tender by an amendment.
3.2.2	Any such amendment will be hosted on the MSTC website www.mstcecommerce.com The addendum (s) issued will form part of the tender documents.
3.2.3	In order to afford prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Bank may, at its discretion, extend the deadline for the submission of Bids.
3.3	Preparation of Bid: Tender in prescribed form shall be submitted in two parts consisting of Technical Bid and Financial Bid.

3.3.1	Technical Bid:
	Part-I of the tender will contain Bank's conditions for carrying out Concurrent Audit of the College of Agricultural banking from the date specified in the contract initially till September 30, 2023.
(i)	Sections I to VII are part of Technical Bid.
(ii)	Bidder must fill all the details specified in various sections.
3.3.2	Financial Bid:
	Part-II of the tender will contain no condition but Bidder's financial bid only (Monthly Rate to be quoted) . The rates quoted must be exclusive of GST, which will be shown separately and will be paid as per the government directives. The bidder should submit their bid online in the excel format (on the MSTC portal) only and no other format of document should be uploaded for financial bid.
(i)	The minimum monthly remuneration will be 93,000/- (Rupees Ninety-Three Thousand only) exclusive of GST. The bid having been quoted for a value below the minimum remuneration will be outrightly rejected.
(ii)	Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, all taxes (except GST) , charges, levies, cess, insurance, transportation, entry taxes, Labour, other Govt. Taxes, etc.
(iii)	The Bidder should ensure that all columns of the price schedule are duly filled and no column is left blank. After opening of the financial bid, no clarifications whatsoever shall be entertained by the Bank.
(iv)	If any column/s of the price schedule is/ are found blank, then the tender of the respective Bidders shall be treated as non-responsive and will be summarily rejected by the Bank.
(v)	The remuneration would be valid for a period of three years and will not be changed upon renewal after one year and subsequently.
3.3.3	It will be imperative for each Bidder to fully acquaint themselves with all the local conditions and factors, which may have any effect on the performance of the contract and cost of items. No request for the change of price shall be entertained, on account of any local condition or factor once the offer of the Bank is accepted by the Bidder.

3.3.4	Bids shall remain valid for acceptance by Bank for the period of 90 days from the date of opening the technical bid (Part I) as indicated in clause 1.2 . This period may be further extended, if required, by mutual consent. The Tenderer shall not cancel or withdraw the tender during this period or change the quoted rates.
3.4	Earnest Money Deposit: The Bidders shall deposit EMD of ₹26,400/- by NEFT by 12:00 noon of July 19, 2022 and enclose a copy of transaction details with their Technical Bid.
3.4.1	Bids not accompanied by EMD, shall be treated as non-responsive, and will be rejected by the Bank at its discretion.
3.4.2	The EMD of unsuccessful Bidders shall be discharged/ returned by the Bank after award of work to successful Bidder.
3.4.3	EMD 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.
3.5	Procedure for Submission of Bids
	Interested eligible bidders/ Audit firms shall upload the tenders in prescribed form in two parts.
3.5.1	Technical Bid – Part I of NIT
(a)	Should contain the tenderers’ covering letter, documents mentioned in Part I of the NIT tenderers’ additional conditions, if any.
(b)	Documentary evidence of EMD remitted should be incorporated as part of Technical bid.
(c)	Prices should not be indicated and / or included in the Technical Bid
3.5.2	Financial Bid – Part II of NIT
(a)	Should contain only tenderers’ quoted rates as indicated in Part II of NIT
(b)	No conditions should be indicated in the Financial Bid.
(c)	No conditional/ optional quote shall be accepted

3.5.3	Bidders shall not be permitted to alter or modify their Bids after receipt of Bids
3.6	Receipt of Bids
	The Bids will be accepted till the scheduled time and date as referred to in clause 1.2 of Section I.
3.7	Opening of Technical Bid
	The Technical Bids will be opened on the scheduled time and date as referred to in clause 1.2 at College of Agricultural banking, Reserve Bank of India, Human Resources Management Department, Pune - 411016. The Bidders or their authorized representatives may be present, if they so desire.
3.8	Scrutiny of Technical Bid
3.8.1	The Bids shall be evaluated as per the procedure indicated in special condition of contract (Section IV). The technical bids evaluation will be as per the criteria mentioned in Annex II and on the basis of documents submitted as mentioned in Annex V .
3.8.2	After evaluation of the Technical Bids, all the qualified Bidders will be intimated. The decision of the Committee on technical suitability of the offer shall be final and shall not be open for discussion.
3.9	Opening of Financial Bid
	The financial Bid of the qualified Bidders will be opened later and those Bidders will be intimated about the date and time in due course. The qualified Bidders or their authorized representatives may remain present if they so desire.
3.10	Scrutiny of Financial Bid
	The Financial Bid shall be evaluated as per the procedure indicated in Special Conditions of Contract (Section IV).
3.11	The Bank reserves the right to accept any Bid and to reject any or all Bids
	Notwithstanding anything mentioned above, the Bank reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Bank may not assign any reason for rejection of any or all Bids. No reimbursement of cost or expense of any type will be made by the Bank on this account.
3.12	Disputes

All disputes arising shall be subject to the jurisdiction of the appropriate court as indicated in Clause 1.2 and will be governed by the relevant statutory provisions in force in India

Section - IV: Special Conditions of the Contract

4.1.	Techno Commercial Evaluation of Bids
4.1.1	Evaluation of Technical and Financial bid
	<p>Technical evaluation will be done only in respect of shortlisted bidders who fulfill the minimum eligibility criteria.</p> <p>The evaluation methodology comprises a two-stage process, involving technical and financial bidding with separate evaluation for the two stages and a qualifying criteria in the technical evaluation.</p>
4.1.2	<p>a) The first stage will be evaluation of technical bids. The detailed criteria for technical evaluation are given in Annex II on the basis of documents uploaded as per Annex V. The maximum marks that can be secured under technical evaluation will be 100. Firms / Companies securing 60 marks or more only will be considered for the next stage of financial evaluation.</p> <p>b) 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 III.</p> <p>c) 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.</p> <p>d) It is possible that the evaluation could result in a tie. In such an eventuality, the tie 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. For example, in the event of tie of marks, first the number of years of experience will be checked and the firm having higher number of years of experience will be selected. In case the number of years of experience is also same then the number of FCA partners would be checked, and the firm having more number of FCA partners would be selected and so on.</p>

4.2	Renewal of contract
	The appointment of the Concurrent Auditors (CAs) will be for a period of one year initially i.e. from October 01, 2022 to September 30, 2023. Subsequently, the same will be renewed for second and third year subject to annual review of the CA firm's performance by the office. Nevertheless, either party can terminate the contract at any time by giving in writing a three months' prior notice. In the event of successful renewal of contract, the remuneration will remain unchanged for a period of three years.
4.3.	Non-disclosure 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.
4.4	The Firm/ Company shall provide identity cards to all its employees or agents who shall be doing the subject job at the Bank's premises. All the employees and agents should bear the identity card at all the times they are working in the Bank's premises.

4.5	The Firm/ Company shall obtain Police Verification Report on character and antecedents of its personnel and other details relating 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.
4.6	Penalty
	If the performance of the CA is not found satisfactory/ directions given by Bank are not executed or for any breach of the terms and conditions of the contract, it may lead to imposing penalty at the discretion of the Bank. The Bank's decision in this regard shall be final and binding on the successful bidder. Moreover, absence of any one or more of the deployed staff/ suitable & similar equivalent substitute staff would attract a penalty of ₹3,000/- per day .
4.7	Verification of transactions & submission of monthly reports
4.7 .1	The successful bidder will be responsible for any omissions or commissions in respect of any transactions audited. In such a case, Bank reserves the right to report to the Institute of Chartered Accountants of India for such actions as they may deem fit.
4.8	The successful bidder is required to report the irregularities noticed in sensitive areas /transactions which are of suspicious or fraudulent nature to the Competent Authority.
4.8.1	All financial transactions should be subjected to Concurrent Audit at pre-payment (post sanction) stage to ensure compliance with Bank's rules and regulations as well as Statutory and Regulatory Compliances norms which requires a hundred percent check of financial transactions post payment.
4.8.2	The successful bidder company/ firm should certify that, they had carried out 100% check of transactions and there is 100% compliance with the Statutory and Regulatory requirements prescribed in relevant Statutes/Rules/Acts.
4.9	The Concurrent Auditor will be responsible for any omissions or commissions on its part in respect of any transactions seen by them and accordingly an indemnity clause will form part of the agreement to be signed with the successful bidders.
4.9.1	The firm shall abide by all the laws of the land in respect of Labour Act, PPF, gratuity, ESI, minimum wages etc. 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 Bank's verification.
4.9.2	In instances where any serious act of omission or commission is noticed in the working of the Concurrent Auditors, the Bank will have the recourse to report the same to the Institute of Chartered Accountants of India (ICAI) for needful actions against the auditor under the provisions of the Chartered Accountants Act, 1949.
4.10	The Bank has right to go to court of law in case of breach of the terms and conditions as specified in the tender document.
4.11	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.
4.12	<p>Termination</p> <p>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 without assigning any reason and without payment of any compensation thereof, if</p> <p>(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</p> <p>(ii) the Successful Bidder commits a breach of any terms and conditions of this agreement / tender, and/or</p> <p>(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</p> <p>(iv) for any reason whatsoever, the Successful Bidder becomes disentitled in law to perform its obligations under this agreement, and/or</p>

	<p>(vi) 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.</p> <p>On termination of the Contract for default, Bank will have the power to take such necessary action as it may deem fit.</p> <p>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.</p>
4.12.1	<p>Termination for Insolvency:</p> <p>The Bank may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which the Bank is or will be entitled to take or seek.</p>
4.13	<p>Patents:</p> <p>The Bidder shall indemnify the Bank against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.</p>
4.14	<p>Prevention of Sexual Harassment Clause</p> <p>The Bidder shall comply with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”.</p> <p>The Bidder 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 Service Provider/ agency and the Service Provider/ agency shall ensure appropriate action under the said act in respect of the complaint.</p>

Any complaint of sexual harassment from any aggrieved employee of the Bidder against any employee of the bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to Banks employee, if sexual violence by the employee of the Service Provider is proved.

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

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

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

I/We hereby declare that I/We have read and understood all the above instructions/conditions and the same will remain binding upon me/ us in case the above mentioned Contract is entrusted to me/ us. I/ we also note that this letter will form part of the contract document and that the contents of this letter shall be supplemental to the conditions in the tender and not in derogation thereof except to the extent specifically provided herein.

Place: (Signature of the Bidder with stamp)

Date : Name

Section - V

Form of Tender

Place:

Date:

Principal
College of Agricultural Banking (CAB),
Reserve Bank of India,
University Road,
Pune – 411 016

Tender for appointment of Concurrent Auditors for College of Agricultural Banking, Reserve Bank of India, Pune from the date specified in the contract till September 30, 2023.

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.

1. 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. We also agree to deposit 2% Earnest Money by NEFT.

2. Should this Tender be accepted, I/we hereby agree to abide by and fulfill 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.

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 therefor.

Dated this _____ day of _____ 2022

For and on behalf of M/s

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with name , _____
address and date _____

(2) Signature with name , _____
address and date _____

Section VI

Details of Bidder

1	Name of the Firm/ Company	
2	Complete Postal Address	
3	Telephone Numbers	
4	Email Address	
5	Service Tax / GST Registration No.	
6	Firm Registration No.	
7	Unique Code No.	
8	Permanent Account Number (PAN)	
9	Date of commencement of the Firm/ Company	
10	Experience of the firm – No. of Years	
11	Number of Full time Fellow Chartered Accountant (FCA) Partners	
12	Details of Partners – Association with the same firm No of partners associated for 10 years or more	
13	No. of qualified full time CAs employed – Key professional staff	
14	No. of skilled staff- qualified in Group II-IPCC	

15	No. of semi-skilled staff-qualified in Group I-IPCC	
16	No. of other assistants	
17	<p>Details of experience of the firm in bank as</p> <p>i. As System/ IS Auditor</p> <p>ii. As Concurrent Auditor/ Statutory Central/ Branch Auditor</p> <p>(Note : For the purpose of experience, only the number of years to be considered and not the number of institutions)</p>	
18	<p>Past experience in RBI audits and performance assessment by RBI as Concurrent Auditor/ Statutory Central/ Branch Auditor with rating of</p> <p>i. Unsatisfactory</p> <p>ii. Satisfactory/ Good</p> <p>iii. Excellent</p>	

I declare that:

(a) The firm or no partner/ company/or no director has been subjected to any disciplinary proceedings initiated by the ICAI.

(b) The firm or no partner / company or director has been debarred or black listed by any Government/Semi-Government organization/Institution in India or abroad.

Signature of Authorized Signatory with the Seal of the Firm

Section-VI (a)

Details of the Partners

Name of the Partner	Date of becoming ACA	Date of becoming FCA	Date of joining the firm	Membership Number	Educational qualification	Experience

Section VI (b)

Details of experience of the firm in audit in Banks/RBI

<u>Type of Audit</u> (*Statutory Central Audit / Statutory Branch Audit/ Concurrent Audit/ IS Audit)	Name of the Bank	Branch details	No. of years engaged	Period of engagement (from date to date)

Section VI (c)

The details of Firm's / Company's banker:

Sl. No.	Particulars	To be filled by Bidder
1	Name of the Bank	
2	Branch Address	
3	IFSC Code (cancelled Cheque may be enclosed)	
4	Telephone and fax number	
5	Name of the contact person	
6	Amount of credit facility / overdraft facility enjoyed by firm from the Bank	
7	The period from which the firm has been banking with Bank	
8	Bank Account Number (must be a current account)	
9.	Type of A/c	
10	Account Holder Full Name	
11	Permanent Account Number (PAN).	
12	CST No.	
13	VAT TIN No.	

I/we hereby agree and confirm to disburse the salary of the employees through NEFT directly into their bank account and also accept the payment in respect of the above works, if awarded to our firm/company, through NEFT.

Section VII

Commercial Conditions

Estimated cost of work is approximately Rs.13,20,000/-

Sl. No.	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity of Tender	90 days from the date of opening the tender	
2	EMD	EMD ₹26,400/- to be remitted using NEFT by 12:00 noon of July 19, 2022 (UTR number to submitted along with the Technical Bid).	
3	Terms of payment	Payment will be made on Monthly basis subject to submission of invoice. The payment thereon will be made after the same is duly certified by the Bank's Officers that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.	
4	Scope of work	As per specifications in Section II of the tender	
5	Penalty	As per Para 4.6 of section IV	

Signature of Bidder:

Name:

Designation:

Place

Date

Seal of the Bidder

Section VIII

Draft Articles of Agreement

This Agreement made on this _____ day of _____ 2022 between Reserve Bank of India, having its office at College of Agricultural Banking (CAB), University Road, Pune - 411 016 (Hereinafter referred to as the "**Bank**") which expression shall unless it is repugnant to the context or meaning thereof deemed to include its affiliates, successors and assigns of the ONE part

and

M/s _____, having its office at _____ herein after referred to as the " Concurrent Auditor ") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part.

Whereas the Concurrent Auditor is carrying on the Conducting of Concurrent Audit at College of Agricultural Banking, RBI, Pune from the date specified in this contract;

And whereas the Bank is desirous of availing services of the Concurrent Auditor for the above purposes as indicated in detail in letter No. _____ dated _____.

And whereas the Bank and Concurrent Auditor are desirous of recording the terms and conditions under or upon which the said services are to be rendered by the Concurrent Auditor.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE BANK AND THE CONCURRENT AUDITOR HERETO AS FOLLOWS

1. This agreement will come into effect from -----and will remain in force up to -----
----- or until it is terminated as per the terms herein after contained.
2. The quoted charges of Rs. _____ covering the cost of shall be payable on monthly basis subject to submission of invoice
- 2.1 The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the services have been provided satisfactorily and after deducting all statutory dues/taxes, etc.

3. Representations:

- 3.1 The concurrent auditor represent that it is a Company registered under Companies Act or an LLP registered under LLP Act or Partnership firm with partnership deed duly registered under Partnership Act or Proprietary firm. The concurrent auditor is a category I Chartered Accountant duly registered with The Institute of Chartered Accountants of India (ICAI).
- 3.2 Concurrent Auditor undertakes that the Concurrent Audit Team to be deployed for the College shall be headed by one Chartered Accountant and assisted by three skilled and one semi-skilled personnel.
- 3.3 All Concurrent Audit staff will have working knowledge of computers. Skilled staff shall have at least qualified in Group II of IPCC and the semi-skilled staff should have at least qualified in Group I of IPCC and undergone Article training.
- 3.4 The Concurrent Auditor agrees that the Audit team shall be present at the College on all working days for the working hours of the Bank. Further, also Saturdays and Sundays and other holidays, if required due to office exigency.

4. Scope of Audit:

- 4.1 The scope of audit will include areas of work as mentioned in Section II of the tender document and given in Annex I.

4.2 The functions as specified in the scope and coverage may be enlarged from time to time depending upon the needs of the Bank without change in remuneration.

5. The firm is required to report the irregularities noticed in sensitive areas/transactions which are of suspicious or fraudulent nature to the Principal.
6. The auditing firm will be responsible for any omissions or commissions in respect of any transactions audited. In such a case, Bank reserves the right to report to the Institute of Chartered Accountants of India for such actions as they may deem fit.

7. Warranties:

7.1 The Concurrent Audit will be on a daily basis. The supporting notes etc. /online access to records will be made readily available to the audit team. There should not be any delay in subjecting the financial transactions to Concurrent Audit.

7.2 Concurrent Auditor will undertake 100% audit check in respect of following:-

- a. All financial transactions relating to staff and vendor payments.
- b. All financial transactions should be subjected to Concurrent Audit at pre-payment (post sanction) stage to ensure conformity to Expenditure Rule of the Bank as well as SRCC norms which requires a **hundred percent check of financial transactions** post sanction and also at the post payment stage to ensure accuracy of transactions.
- c. The Concurrent Auditor should certify that, they have carried out 100% check of transactions and there is 100% compliance with the Statutory and Regulatory requirements prescribed in relevant Statutes/Rules/Acts.

8. **Indemnity Clause:** The Concurrent Auditor agrees to indemnify and to keep the Bank and its officers, employees, directors and representatives indemnified for any omissions or commissions in respect of any transaction audited by them and against all claims (including third party claims) actions, losses, damages, costs, expenses, charges including legal expenses which the Bank may suffer or incur on account of any default, omission or commission on the part of the Concurrent Auditor due to:

- 8.1 Violations of any applicable laws, regulations, guidelines issued by the Government or other statutory authorities during the contract period; or
- 8.2 Breach or non-performance of the terms and conditions of the Concurrent Auditor; or
- 8.3 Breach of the representations and warranties made by the Concurrent Auditor; or
- 8.4 Negligent or fraudulent act or omission by the Concurrent Auditor; or any third party for reasons attributable to the Concurrent Auditor.

9. The Concurrent Auditor shall also keep the Bank indemnified against any claim from the staff of the Concurrent Auditor or agents /representatives and it shall be the duty of the Concurrent Auditor to clearly inform their own personnel/staff that they shall have no claim whatsoever against the Bank and they shall not raise any industrial dispute, either directly and/or indirectly, with or against the Bank in respect of any of their service conditions or otherwise. Further, the Concurrent Auditor shall at all times indemnify the Bank against all claims which may be made under the Workmen's Compensation Act, or rules framed thereunder or under any law or rules of compensation payable in consequence of any accident or injury sustained by any person in its employment for the purpose of this agreement. The Concurrent Auditor shall be solely responsible for the remuneration and other dues to its employees, as also for omissions/commissions done by them.

10.1 Non-Disclosure: 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 Bank. The Concurrent Auditor shall indemnify the Bank for any loss suffered by the Bank 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 Bank shall be entitled to claim

damages and pursue legal remedies, apart from termination of contract, at its discretion.

10.2 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.

11. In case of any deficiency in services or any complaint remaining unattended the Bank may impose on the Concurrent Auditor penalty as contained in Section IV of the tender document.

TERMINATION OF AGREEMENT

12. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
- a. in the opinion of the Bank (which shall not be called in question by the Concurrent Auditor and shall be binding on the Concurrent Auditor) the Concurrent Auditor fails or refuses to implement this agreement to the Bank's satisfaction, and/or
 - b. the Concurrent Auditor commits a breach of any terms and conditions of this agreement / tender, and/or
 - c. the Concurrent Auditor 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 Concurrent Auditor, and/or
 - d. for any reason whatsoever, the Concurrent Auditor becomes disentitled in law to perform its obligations under this agreement, and/or
 - e. there is any variation in the ownership/ partnership or management of the Concurrent Auditor or its business without the prior approval in writing of the Bank to such variation

13. In the event of termination of this agreement for any reason whatsoever, the Concurrent Auditor /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 for damages or otherwise.

ARBITRATION

14. If any dispute, difference or question shall, at any time, arise between the parties as to the construction of this Agreement or concerning anything herein contained or arising out of this Agreement or as to the rights, liabilities and duties of the said parties, the same shall be referred to arbitration under the provisions of Arbitration and Conciliation Act, 1996 or any Statutory modification thereof and the decisions of the Arbitrator/ Panel of Arbitrators shall be final and binding on both the parties. The venue of arbitration shall be Pune, Maharashtra, INDIA. Further such disputes, difference or questions, if any, shall be deemed to have arisen at Pune and only courts in Pune shall have jurisdiction to determine the same.

15. **Abiding by the provisions of Sexual Harassment of Women (Prevention, Prohibition and Redressal) Act, 2013 at work place:**

15.1 The Concurrent Auditor shall be solely responsible for full compliance with the provision of 'Sexual Harassment for women at work place (Prevention, Prohibition & 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 Concurrent Auditor. The Concurrent Auditor shall ensure appropriate action under the said Act in respect of the complaint.

15.2 Any complaint of sexual harassment from any aggrieved employee of the Firm/ Company against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

15.3 The Concurrent Auditor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Concurrent Audit

Firm/ Company, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Concurrent Audit Firm/ Company is proved.

15.4 The Concurrent Auditor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

15.5 The Concurrent Auditor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

That the several parts of this Contract have been read by the Concurrent auditor and fully understood by the concurrent auditor.

<p>If the Concurrent Auditor is a Partnership or a Proprietary concern</p>	<p>IN WITNESS WHEREOF the Bank and the Concurrent Auditor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.</p>
<p>If the Concurrent Auditor is a Company</p>	<p>IN WITNESS WHEREOF the Bank has set its hands to these presents through its duly authorized official and the Concurrent Auditor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.</p>

I/we hereby agree and confirm to disburse the salary of the employees through NEFT directly into their Bank account and also accept the payment in respect of the above works, if awarded to our Firm/Company, through NEFT.

Signature Clause:

SIGNED AND DELIVERED by College of Agricultural Banking (CAB),
RBI, Pune

_____ (Name and
Designation)

In the presence of -

Witnesses –

1. _____

Address _____

2. _____

Address _____

SIGNED AND DELIVERED by

ANNEX-I

ITEMS TO BE COVERED UNDER MONTHLY AUDIT REPORT – Illustrative list

Sl. No.	Particulars
1	Postage and cheque books : Checking of postage with register and its arrangement or safe custody and verification of cheque books
1.1	Use of Franking Machine and stamps :
2	Services Sheets: Scrutiny of service sheets
3	All (100 percent checking) financial transactions pertaining to staff (serving and retired) such as TA / HA Bills, Transfer Bills Medical Bills, Out of Pocket Expenses, Reimbursement of conveyance charges, retirement benefits, etc; all payments to guests such as honorarium etc; , all payments to vendors and service providers during the month.
4	Remittance of taxes and submission of returns
5	All items of income such as training fee, rent recovery, proceeds from sale of scrap, buy back of old items
6	Recovery of rent - Leased Accommodation / Quarters - maintenance of rent recovery register
7	Officers Lounge - Review of Expenditure
8	Staff Welfare - All payments related to staff welfare as per the schemes of the Bank
9	Outstanding entries in Transit Accounts beyond prescribed period will have to be commented upon
10	Cash Balance and cheque book balance
11	Maintenance of Subsidiary Ledgers and Remittances of taxes & submission
12	Checking and verification of Weekly Statement of Affairs
13	Insurance of properties, dead stock, laptops, computers etc.,
14	Property Register - Payment of tax
15	Depreciation - Calculation & Capitalization

16	Dead Stock - Purchase, capitalization & Maintenance of Registers:
17	Quotations Register - Inviting & opening of quotation
18	Housing Loan - Scrutiny & processing of Housing loan applications and maintenance of records
19	Statutory and Regulatory Compliance – Whether provisions of related statutory norms are followed & verification of contracts awarded
20	AMC/ Bank guarantee/ Liquidated damages – Awarding Fresh AMC or Renewal of AMC & maintenance of registers
21	E-waste Management Rules : Whether provisions of E- waste management rules being followed?
22	Record of Service Files – Maintenance and verification of service files
23	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.
24	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.
25	Prepaid Expense, Advance Income Record
26	Payment and filing of returns pertaining to Profession Tax
27	Security Deposit paid to Utility Companies
28	Security / Rent Deposit paid for taking flats etc. on lease
29	Details of Project Account opened if any. To ensure that the date of put for intended use and date of capitalization fall in the same month upon completion of project
30	Compliance to MSMED Act 2006
30	Any other item that may be added as per the instructions of the Bank.

ANNEX – II

Appointment of Concurrent Auditors in RBI - Criteria for Technical Evaluation

		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	
	5 to 10 CAs	10	
	More than 10 CAs	15	
5	Skilled staff – Qualified in Group II of IPCC – No. of staff		15
	Less than 10	0	
	10 to 15	5	
	15 to 20	10	
	More than 20	15	
6	Experience of the firm in bank audits		20

	(a) As System / IS auditor		
	Less than 3 years	0	
	3 to 6 years	5	
	More than 6 years	10	
	(b) 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 as Concurrent Auditor / Statutory Central / Branch Auditor		10
	Unsatisfactory	Upto (-) 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 March 31st of current year are not eligible.

The firms must upload documentary evidences in respect of each item as mentioned in Annex V. Evaluation will be done strictly on the basis of the documents uploaded.

ANNEX -III

Appointment of Concurrent Auditors in RBI- Criteria for Financial Bid Evaluation

Sl. 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

Annexure IV

NEFT Details for deposit of EMD

NEFT details of College of Agricultural Banking, RBI, Pune

1	Name of the Account Holder (as appearing in the Bank Account)	College of Agricultural Banking, Reserve Bank of India, Pune
2	Account Number	8614038
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR5286M
5	Name of the Bank	CAB, RBI, PUNE
6	Name of the Branch	CAB ,PUNE
7	Address of the Bank	CAB,PUNE
8	NEFT/IFS Code	RBIS0PUPA01 (0 in the code represents ZERO)
9	Name of the Account	Sundry Deposit Misc. BD

Details indicating exemption from payment of IT (if applicable):

NOTE :-

- 1. PLEASE DON'T REMIT THE PAYMENT THROUGH RTGS.** Please make the payment through NEFT only.
- 2. Kindly enclose the transaction details evidencing the deposit of EMD of ₹26, 400/-**

Certified documents to be uploaded for determining eligibility criteria and evaluation of technical bids

Sl. No.	Particulars	Certified documents must be uploaded
1	Proof of being Category1 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	i. ICAI Firm card ii. Copy of the Memorandum and Articles of Association/Certificate of Incorporation/ Partnership Deed deed/ Similar other relevant documents
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	<p>i. Degree certificate/ Marks sheet issued by ICAI in support of having passed the Group II IPCC exam and</p> <p>ii. Appointment letters issued by the firm</p>
11	<p>Details of experience of the firm in banks audits as</p> <p>i) As System/ IS auditor</p> <p>ii) As Concurrent Auditor/ Statutory Central/ Branch Auditor</p>	<p>For the purpose of experience, only the number of years will be considered and not the number of institutions.</p> <p>For example, if in a particular year the firm has conducted audit in three banks, the number of year of experience will be considered only one and not three. The experience letters should be uploaded year wise.</p>
12	Details of past experience in RBI audits * and performance assessment by RBI as Concurrent Auditor/ Statutory Central/ Branch Auditor	The relevant appointment letters and performance assessment report issued by RBI with respect to RBI Audits.
13	Number of semi-skilled staff-qualified in Group I-IPCC	Appointment Letters issued by the firm
14	Number of other assistants	Appointment Letters issued by the firm
15	Solvency Certificate	Banker's solvency certificate

Undertaking

We, M/s(name of firm) having
registered office at
.....

.....(address of firm) are
NOT currently Statutory/ Statutory Branch Auditors/ Concurrent Auditors of RBI and
have NOT conducted such audits in RBI for the years 2020-21 and 2021-22.

Further, we are not currently appointed / were not appointed in the past as Statutory
Auditors in DICGC and NHB during the years 2020-21 and 2021-22.

We confirm that in the event of having rendered service in the past in the capacities
mentioned above, the cooling period of two years prior to the 31st day of March 2022
had been observed.

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

Date:

Place:

FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s. -----
-----having marginally noted address, a customer of our bank are/ is respectable and
can be treated as good for any engagement up to a limit of ₹ ----- (Rupees -----
-----). This certificate is issued without any guarantee or
responsibility on the Bank or any of the officers.

(Signature)

For the Bank

Note:

1. Bankers' certificate should be on letter head of the bank in sealed cover should be addressed to Principal, College of Agricultural Banking (CAB), RBI, Pune.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

PART II
 FINANCIAL BID
 RESERVE BANK OF INDIA
 COLLEGE OF AGRICULTURAL BANKING (CAB)
 HRMD, UNIVERSITY ROAD, PUNE 411016

Tender for award of contract for conducting Concurrent Audit of College of Agricultural Banking, Reserve Bank of India, Pune (the Bank) from the date specified in the contract initially upto September 30, 2023

Name of the Firm/ Company	Complete Postal Address	Rate per MONTH excluding GST (Rupees)	GST as applicable (Rupees)	Total monthly remuneration for carrying out Concurrent Audit in RBI (Rupees)
(1)	(2)	(3)	(4)	(5) =(3)+(4)

Note: Minimum remuneration to be paid is ₹93,000/- per month (Rupees Ninety-Three Thousand only) **exclusive of GST**. Any bid being quoted for value less than the minimum remuneration will be outrightly rejected.

Place:

Date:
