



निक्षेप बीमा और प्रत्यय गारंटी निगम

DEPOSIT INSURANCE AND CREDIT GUARANTEE CORPORATION

Since 1961

भारतीय रिज़र्व बैंक के संपूर्ण स्वामित्व वाली सहयोगी (Wholly owned subsidiary of the Reserve Bank of India)

बेटी बचाओ
बेटी पढ़ाओ

www.dicgc.org.in

Ref. CO.DICG.CSD.No.S 1587 /05-02-482/2024-2025

October 14, 2024

To

Chartered Accountant Firms

(CAG empaneled SCAs for FY 2024-25)

Tender for Empanelment of CA firm for onsite verification / certification of claim list and books of records of insured banks - Expression of Interest

DICGC, a wholly owned subsidiary of the RBI, settles deposit insurance claims of eligible depositors (of Liquidated/ Placed under AID/ Transferee banks) in terms of provisions of the DICGC Act, 1961 as amended from time to time. For this purpose, the Corporation appoints Chartered Accountant (CA) firms for verification / certification of depositor list and books of records of insured banks, which involves on-site verification and submission of report to DICGC.

2. Purpose of bids: In compliance to Section 17, Section 18 of DICGC Act, 1961 and Section 18A inserted by the DICGC (Amendment) Act 2021, the Corporation invites bids from the CA firms empaneled with the C&AG of India as Statutory Central Auditors (SCAs) for the FY 2024-25, except those which are currently Statutory / Statutory Branch Auditors / Concurrent auditors of RBI / or any subsidiary of RBI including DICGC. The decision of the DICGC in this regard shall be final. This panel would be used to invite bids for any bank for whom liability would be required to be met under Section 17, Section 18 or Sec 18 A of the Act *ibid*.

3. Mode of submission: The bids are invited through the portal of MSTC i.e., www.mstcecommerce.com/eproc. The Bid shall contain details regarding various technical particulars of the proposal as given in Annexure I of Technical bidding - Form 1 along with appendices 1 & 2, Annex I A and (Annexure II) (scanned copy with seal of the firm and signature of the authorized official/person), naming **“Technical Bidding - Empanelment of CA Firms for insured banks – ..Name of Firm.... (Please indicate abbreviation of Firm’s name)** so as to **upload not later than 17:00 hrs on November 08, 2024.**

प्रधान कार्यालय : भारतीय रिज़र्व बैंक बिल्डिंग, दूसरी मंजिल, मुंबई सेंट्रल रेलवे स्टेशन के सामने, पोस्ट बॉक्स सं.4571 मुंबई सेंट्रल, मुंबई- 400008 दूरभाष : 23084121 Ext :2213, 2216, फ़ैक्स: 022-23018165, 23015662, 23021131, ई-मेल : dicgc@rbi.org.in

HEAD OFFICE : Reserve Bank of India Building, Second Floor, Opp. Mumbai Central Railway Station, Post Box No.4571, Mumbai Central, Mumbai-400008 Tel: 23084121 Ext: 2213,2216 Fax: 022-23018165,23015662,23021131, mail: dicgc@rbi.org.in

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3.1 The quotations should be uploaded within the stipulated timelines and DICGC will have the sole discretion to grant any extension of timelines or modify any terms. The incomplete bids received within the stipulated timeframe and the bids received after the timeframe shall be rejected by DICGC. Incomplete bids would mean that bids are received within the timeframe but not filled in completely.

4. The technical bids shall be opened on at 12:00 hrs on November 11, 2024 or as decided by DICGC. After finalization of internal scrutiny process, an empanelment letter shall be issued to all the selected firms (through email). The firms selected for the empanelment are required to confirm the acceptance and submit a confidentiality undertaking **within 02 days or as indicated in the offer letter.**

5. It is pertinent to note that the said empanelment is for three years for the purpose (reviewed every year) as shall be specified in the empanelment letter to be issued and is subject to satisfactory performance, at the DICGC's sole discretion. DICGC reserves the right to disengage the services of the firm (Please refer para 4.16) in case of unsatisfactory performance during the tenure which includes deliberate/intentional low bids to corner contract unsatisfactory performance/ late/ delayed performance of verification work. Corporation reserves the right to debar CA firms based on their unsatisfactory performance, from participating in financial bids as decided by the Competent Authority.

The DICGC shall provide assistance to the CA firms with respect to the data /information to be obtained from banks allotted to them.

6. An indicative **'Terms of reference (TOR)'** for appointment of CA' are annexed (**Annexure II**) for reference. It may be noted that the quotation for the said work shall include all charges in terms of claim verification/ certification of depositor list which also includes KYC verification to ascertain the traceability of the depositor for payment of claims by the Corporation and verifying the willingness of depositors to receive insurance claim amount from DICGC (for banks placed under AID). As the payment to depositors who are willing to receive the insured amount have to be made within the statutory time limits (45 days of receipt) and in the format prescribed by DICGC from time-to-time, it is emphasized that verification and certification process has to be completed within the period specified by the Corporation at the time of issuance of work order. The CA Firms while applying must ensure that they have the **adequate experienced manpower** to carry out the task in a timely manner.

7. Financial bids: Whenever the Corporation becomes liable to make payment of deposit insurance claims to any bank, the **financial bids** will be invited from the empaneled CA firms, wherein, the empaneled CA firms shall be required to submit the financial bid within 7 days or as decided by Corporation. These firms should immediately furnish the confidentiality agreement and commence onsite verification process as per procedure specified at the time of inviting tender. The selection of CA firms from the panel will be based on L1 (lowest) quote as decided by a committee formed for the purpose. In case two or more CA firms are tied at L1 quote, the Committee may select the CA firm based on the score of the firm in the technical bid submitted at the time of empanelment. (A tie breaker mechanism has been devised by Corporation wherein, if a firm is found emerging as L1 bidder for more than one bank in the lot (in case of bids being called for more than one bank), the said firm would be allotted the bank having maximum number of deposit accounts amongst the said banks and Corporation will allot the other bank/s to L2 / L3 / L4 bidder as the case may be). The decision of the Committee in this regard shall be final and binding.

Further, if an empaneled CA firm wishes to participate in fresh bids for insured banks while already having a verification work allotted to it, it may do so, provided, it submits an undertaking that there is sufficient staff available with the firm to undertake the new job concurrently without compromising on the quality of job and compliance with timelines.

8. Please note that in case of verification/certification of records and deposit insurance claims of insured banks the depositor list will be prepared by the liquidator/CEO/authorized person and submitted to CA firm. The Part A of the list comprises the traceable depositors (willingness on record for banks under AID and KYC on record for banks under liquidation) of the bank and Part B list comprises of the untraceable depositors. These two lists together constitute the deposit insurance liability of the corporation towards the bank and must be verified in entirety by the CA firm. The outstanding deposit liability will be certified by the Statutory Auditor of the bank (or any other procedure that would be advised by DICGC). The CA verification will also include certification of the liquid funds position of the bank (based on trial balance/audit confirmation/CEO's certification verified from actual books) along with claim verification report (as directed by Corporation). The CA firm is required to verify the genuineness and authenticity and balances of the part B list.

The CA firm is required to verify whether the bank undertook any transactions to claim more amount than otherwise due, whether share capital amount of members was transferred to deposit accounts post cut-off date, whether the bank had closed the books of accounts by the close of

business on the cut-off date, whether any restructuring of accounts was carried out by the bank by splitting the total amount of deposits in a particular account by opening new accounts / or into existing accounts post the cut-off date. Findings / observations in this regard are to be reported separately to the Corporation.

The hard copies of relevant physical records (inclusive of but not limited to FDR, Account opening forms etc) / limited CBS read access shall be made available to the CA firm at the Head Office of the bank.

9. As per current estimates, the indicative fees payable to CA firm could vary between Rs.10 to Rs.12 per depositor, excluding applicable taxes. The rates are purely indicative, and firms are advised to make their own analysis before submitting the bids, any further representation after acceptance of financial bids shall not be considered. Corporation may consider giving a minimum assured fee to CA firms in cases where the number of depositors is below a certain figure as decided by the Corporation. It is informed that the quotes must be submitted depositor-wise and not account-wise. It may be noted that the terms 'Number of Accounts' and 'Number of Depositors' are different. For example, if depositor 'X' has Saving Bank account, Recurring Deposit account and Fixed Deposit account, the charges will be paid for one depositor only irrespective of the number of accounts in their name. DICGC may, if needed, consider paying incidental charges over and above the accepted price to cover the additional costs incurred for audit when the CA firm does not have any office in the state in which the bank is headquartered but has been selected based on financial bids (not exceeding 15% of total bill value).

Please note that in case a CA firm is appointed for verification work for a bank placed under AID, the Corporation shall extend the offer to the same CA firm for verification work if the bank is placed under liquidation subsequently. The offer shall be contingent on the CA firms' acceptance to the assignment on same terms, conditions and per depositor rate as was agreed when the bank was under AID.

10. The CA firm should abide by the guidelines furnished in the RfP document and appointment letter and any further guidelines issued by Govt. of India, RBI and DICGC from time to time including timely GST payment (by the firm) and reflection of same on GST portal. In case of need the firm would be advised to produce the copies of such documents secured during verification.

11. DICGC reserves the right to reject any or all the applications without assigning any reason and will not entertain any further correspondence in the matter. It is emphasized that

empanelment of the firm by DICGC does not entail assurance of employment. The firms will be engaged as and when the need for the services of the firm arises.

Yours faithfully,

Sd/-

(पवनजीत कौर ऋषि/ Pawanjeet Kaur Rishi)

उप महाप्रबंधक/ Deputy General Manager

Encl: As stated



निक्षेप बीमा और प्रत्यय गारंटी निगम
Deposit Insurance and Credit Guarantee Corporation

Request for proposal for Empanelment of CA firms for onsite verification / certification of claim list and books of records of insured banks for 2024-27

निक्षेप बीमा और प्रत्यय गारंटी निगम



Deposit Insurance and Credit Guarantee Corporation
www.dicgc.org.in

Office: Reserve Bank of India Building, Second Floor,
(Opp. Mumbai Central Railway Station), Byculla, Mumbai, Maharashtra – 400008

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1 Request for Proposal

Deposit Insurance & Credit Guarantee Corporation (DICGC) invites technical responses to this Request for Proposal (“RfP”) from reputed eligible CA firms for **Empanelment of CA firm for onsite verification / certification of depositor list and books of records of the insured banks**. The CA firms should have enough competence to audit the books of the banks and enough manpower (required number of CAs/Qualified Assistants/Officials) to complete the assignment within timelines.

2. Proposal through MSTC

The bids shall be submitted through e-tendering mode only. The terms and conditions for e-tendering are detailed in Annexure V and major points are enumerated as under:

- a. The DICGC has entered into an agreement with MSTC Ltd. for e-tendering services. The bidder is expected to register themselves on the MSTC Ltd. Ecommerce Web portal. The bidder is expected to have a Digital certificate with encryption and signing rights. The vendor registration on the MSTC Ltd. Ecommerce Web portal is present on the MSTC website.
- b. It is the bidder’s responsibility to register on the MSTC Ltd. Ecommerce Web portal and obtain the necessary digital certificate.
- c. The DICGC shall upload the entire RFP with annexes on the MSTC Ltd. Ecommerce Web portal (<http://www.mstcecommerce.com/eprochome/DICGC>)
- d. For participation in bidding process the bidder will have to pay the requisite amount to MSTC as decided by them.

3.0 Important Bidding Information Summary:

Purpose	Particulars
Cost of Bidding Document	No cost has been prescribed for the Bidding Document.
Last Date and time of Submission of bids	November 08, 2024 at 17:00 hrs

Purpose	Particulars
Last Date for seeking clarifications on RfP	Clarifications, if any, regarding RfP may be sought only through e-mail to: dicgcbids1@rbi.org.in not later than 17:00 hrs on October 31, 2024 .
Bid Validity	The proposal must remain valid and open for evaluation for a period of at least twenty-one days (21 days) from the time the RfP closes.
Address for submission of Bids	Via MSTC portal only.
Important dates	
Starting of acceptance of bids in MSTC	October 14, 2024 at 17:00 hrs
Last Date and time of Submission of bids	November 08, 2024 at 17:00 hrs
Opening of Technical Bids	November 11, 2024 at 15:00 hrs or as decided by DICGC. The same will be communicated to bidders
Acceptance of Offer	Within 02 days or as indicated in the offer letter
Note: All the information as required under this RfP needs to be provided. Proposal submitted with incomplete information is liable to be rejected. DICGC's decision in this regard will be final and binding. The RfP is also hosted on DICGC website http://www.dicgc.org.in under the link "Tender Notices". DICGC reserves the right to change the dates as mentioned above. Bidders must check the website before submitting response to RfP.	

4. Introduction and Disclaimers

4.1 Purpose of RfP

The purpose of RfP is to “**empanel CA firms for onsite verification / certification of depositor list and books of records of insured banks**”. The firm must have experience in audit of PSBs / co-operative banks. The CA Firm should have competence to verify the books of records and claims of depositors of insured banks through onsite verification and submission of reports to DICGC in the format provided by DICGC, within specified time limits as per guidelines issued by DICGC.

4.2 Information Provided

The Request for Proposal (RfP) document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether to enter into a contract or arrangement with DICGC. While every effort has been made to provide comprehensive background information and requirements and specifications, neither DICGC nor any of its employees, agents, contractors, or advisors give any representation or warranty, express or implied, as to the accuracy or completeness of any information or statement given or made in this document. Neither DICGC nor any of its employees, agents, contractors, or advisors has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

4.3 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, DICGC and its officers, employees, contractors, agents, and advisors disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RfP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of DICGC or any of its officers, employees, contractors, agents, or advisers.

4.4 Costs to be borne by Respondents

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations etc. and providing any additional information required by DICGC, will be borne entirely and exclusively by the Respondent.

4.5 No Legal Relationship

No binding legal relationship will exist between any of the Respondents and DICGC until execution of a contractual agreement.

4.6 Respondent Obligation to Inform Itself

The Respondent must conduct its own investigation and analysis regarding any information contained in the RfP document and the meaning and impact of that information.

4.7 Evaluation of Offers

Each respondent acknowledges and accepts that DICGC may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor (s). The RfP document will not form part of any contract or arrangement, which may result from the issue of this document or any investigation or review, carried out by a recipient.

4.8 Maintaining Secrecy and Confidentiality

The respondent shall be liable to maintain secrecy and confidentiality of all the information / data / operations, etc. of DICGC. The empaneled CA firms will be required to execute a confidentiality agreement to the Corporation when advised for the same.

4.9 Errors and Omissions

The respondent should notify DICGC of any error, omission, or discrepancy found in its RfP document by October 31, 2024.

4.10 Acceptance of Terms

A respondent will, by responding to DICGC for RfP, be deemed to have accepted the terms of this Introduction and Disclaimer and will be required to submit signed copy of acceptance to all terms and conditions of this RfP as per Annex.-IV

4.11 Lodgement of RfP

4.11.1 RfP Submission: Please refer to Para 2 of this document.

4.11.2 The authorized signatory(s) signing the bid documents shall put his signature on all pages of the bid. The bid shall contain no erasures or overwriting except as necessary to correct errors made by the bidder, in which case corrections shall be initiated by the person (s) signing the bid. If the submission does not include all the information required or is incomplete, the proposal is liable to be rejected. A letter of authorization for the signing authority of the official may be also submitted on the letterhead of the firm.

4.11.3 All submissions, including any accompanying documents, will become the property of DICGC. Respondents shall be deemed to license, and grant all rights to DICGC to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other respondents and to disclose and / or use the contents of the submission as the basis for any resulting RfP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or accompanying documents.

4.11.4 RfP Validity period Please refer to para 5 of this document.

4.11.5 Cost of Bidding Document

No cost has been prescribed for the bidding document. However, registration fee for MSTC portal shall not be reimbursed by DICGC

4.11.6 One bid per bidder

Each bidder shall submit only one bid for the appointment.

4.11.7 Late Bids

Any bid received after the deadline for submission of the bids will be treated as “Late Bid” and such bids shall not be considered at all for competitive bidding.

4.12 Quote Reference: The bids must be quoted per depositor-wise only at the time of financial bidding. Please note that the number of accounts may be different than the number of depositors as one depositor may be holding more than one account in his/her name.

4.13 Communication in respect of queries relating to RfP

Respondents are required to direct all communications related to this RfP to: dicgcbids1@rbi.org.in.

4.13.1 DICGC may, in its absolute discretion, seek additional information or material from any respondents after the RfP closes and all such information and material provided must be taken to form part of that respondent’s response.

4.13.2 Respondents should provide details of their contact/ nodal person's Telephone number, Mobile number, E-mail and full postal address(s) to ensure that replies to RfP could be conveyed promptly.

4.13.3 If DICGC, in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then DICGC reserves the right to communicate such response to all respondents.

4.13.4 DICGC may, in its absolute discretion, engage in discussion after the RfP closes to improve or clarify any response. It may at its discretion, grant additional time to ensure adequate representation for bids (before opening the bids). Additional work, if any may be given in respect of the bank for which the CA firm has been appointed.

4.14 Notification

DICGC will notify the successful bidder/s in writing. DICGC is not obliged to provide any reasons for any such acceptance or rejection. The bidder selected in respect of a bank may, if directed so to do, have to carry out assignments incidental to work undertaken for that bank.

4.15 Debarment of firm from Bidding: -

The firm/ bidder will be debarred from bidding/participation in tendering process on the following grounds:

- a) making offer, solicitation, or acceptance of bribe, reward of any gift or any material benefit directly or indirectly, in unfair advantage in bidding process or to influence the bidding process.
- b) any omission, misrepresentation that may mislead or attempt to mislead so that financial benefits may be obtained, or an obligation avoided.
- c) any collusion, bid rigging or anticompetitive behavior that may impair transparency, fairness or progress of bidding process.
- d) any financial or business transaction between bidder and or any official of the bidding process, which can affect the decision of DICGC directly or indirectly.
- e) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the bidding process.

- f) obstruction of any investigation or auditing of bidding process.
- g) making false declaration or providing false information for participation in bidding process.
- h) failed to declare conflict of interest.
- i) failed to disclose of being debarred by any public procuring institution entity.
- j) unsatisfactory performance observed by DICGC in past engagements.

4.16 Norms for delisting of CA Firm from Empaneled list

- a. fails to respond to the call notice for inviting financial bids consecutively on three occasions in a period of one year.
- b. is proved to be responsible for not carrying out the work as per guidelines.
- c. Persistently violates any important condition like timelines or guidelines issued to carrying out the entrusted work.
- d. Fails to abide by the condition of registration/empanelment or is found to have given false particulars at the time of registration/empanelment.
- e. wrong report submitted/ not carried out work as per the guidelines and Corporation has to reaudit the bank, resulting in reputation risk or financial risk to the Corporation.
- f. is declared or is in the process of getting declared bankrupt /insolvent, wound up, dissolved or partitioned.

4.17 Deployment: The firm should deploy at least one CA, one skilled assistant, (passed group II of the IPCC examination) and two semi-skilled personnel (at least Group I of IPCC and undergoing Article training) to the insured bank headquarters and number of personnel should be increased commensurate to the number of depositors in a bank.

5. Tenure

5.1. The empanelment for verification/certification of claims submitted by bank placed under Liquidation, AID and transferee banks is for a period of **3** years subject to annual review and satisfactory performance at DICGC's sole discretion. There may be an extension in tenure, based on mutually agreed terms and conditions. DICGC reserves the right to disengage the services of the firm in case of unsatisfactory performance during the tenure.

5.2. Decision of DICGC in all matters such as eligibility ,scrutiny of the documents to be produced, award of assignment and any other matter relating to this notification will be final and binding on the applicants. No correspondence or personal enquiries shall be entertained by the DICGC in this regard.

6. Selection Process

It may be noted that after finalization of internal scrutiny process, a list of empaneled CA firms shall be published on DICGC website (<https://dicgc.org.in>). Selection will be based on a score of minimum 50 marks in technical evaluation or as decided by DICGC. This empanelment will be only for the specified purpose as specified in this RfP document.

Whenever any bank becomes eligible for receipt of deposit insurance claims, the financial bids will be invited from the empaneled CA firms. The decision regarding completion of an assigned task and the satisfactory performance of the CA firm shall be made internally by the Corporation and accordingly the eligibility of CA firms will be decided. The selection of CA firms from the panel will be based on L1 (lowest) quote as decided by a committee formed for the purpose. In case, if two or more CA firms are tied at L1 quote, the Committee may select the CA firm based on the score of the firm in the technical bid submitted at the time of empanelment. The decision of the Committee in this regard shall be final and binding.(A tie breaker mechanism has been devised by Corporation wherein, if a firm is found emerging as L1 bidder for more than one bank in the lot (in case of bids being called for more than one bank), the said firm would be allotted the bank having maximum number of deposit accounts amongst the said banks and Corporation will allot the other bank/s to L2 / L3 / L4 bidder as the case may be). The decision of the Committee in this regard shall be final and binding.

For banks for which claim is being settled under Section 18A of DICGC Act, 1961, if the AID restrictions on the allotted bank are removed before 90 days or there is any other regulatory decision, the bid for the bank will stand cancelled. However, in case of invoking provisions of Sec 18A(7)(a) of the Act (scheme of amalgamation/ compromise/ arrangement or of reconstruction by regulator) for the bank on receipt of such instructions from Department of Regulation (DoR), RBI, the CA firm appointed for the bank shall verify

the entire depositor list submitted, in such (extended) time that would be advised by DICGC.

In case the liability under the Act ceases to exist, DICGC would cancel the work contract.

7. This RfP will be assessed on the following basis: -

Technical Evaluation:

A. Eligibility Criteria:

- a) The bidder should be a Statutory Central Auditor (SCA).
- b) The firm should have an experience of auditing PSBs/Co-operative banks for more than three years.
- c) The firm should be on C&AG Panel for the current year viz., FY 2024-25.
- d) Firms which are currently engaged as Statutory / Statutory Branch Auditors / Concurrent Auditors of RBI / consultants/ for any subsidiary of RBI including Deposit Insurance and Credit Guarantee Corporation of India (DICGC) are not eligible to apply.
- e) Any firms debarred by DICGC /RBI /any statutory body within a time of last 3 years are not eligible to apply.
- f) Any firm which has not carried out the verification work associated with deposit insurance claims in a satisfactory manner is not eligible to apply.

B. Mandatory Criteria:

- a) The firm should have a minimum of two full time qualified CAs employed.
- b) The firm or any of its partners should not have been blacklisted/debarred anytime during last 3 years (as on the date of application) from participation in a tender floated by any central/state PSU including DICGC / RBI or any State/Central Government Department/Institutes or any autonomous body funded and/or controlled by any state/central government. After getting empanelled, the CA Firm will be responsible to submit similar declaration on yearly basis and also to inform the Corporation immediately in case of any blacklisting / debarring.

- c) The firm/partner associated should not have been penalized for any disciplinary proceedings and no disciplinary proceedings should be pending against them as on the date of application.
- d) It is essential that, all the above criteria prescribed are fulfilled in order to be eligible for empanelment as CA for onsite verification of books of record and claims of insured banks. The eligibility / mandatory criteria shall have to be met at the time of application and the firm shall continue to meet the criteria throughout the tenure of the agreement. Firm/ Partners should disclose relationship, if any, to any director/employee/officer of DICGC. The decision of DICGC will be final in this regard.

8 General Guidelines & Instructions

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RfP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RfP document with full understanding of its implications.

1. Bidders must:
 - Include all documentation specified in this RfP at the time of submitting the bid.;
 - Follow the format of this RfP and respond to each element in the order as set out in this RfP.
 - Comply with all requirements as set out within this RfP.
2. All information supplied by Bidders may be treated as contractually binding on them, on successful award of the assignment by the DICGC.
3. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written letter has been awarded by or on behalf of the DICGC. Any notification of preferred Bidder status by the DICGC shall not give rise to any enforceable rights by the Bidder. The DICGC may cancel this public empanelment at any time prior to a formal written letter being issued by or on behalf of the DICGC.
4. Bidder shall be liable for any acts, deeds or things done by their employees, agents, which is outside the scope of power vested or instructions issued by the DICGC.

5. Bidder shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work.
6. It is well defined and understood that the labour or any employee of Bidder will have no right for claim of employment on the DICGC.
7. The DICGC shall have the right to withhold any payment due to bidder in case of delays, unsatisfactory performance, or defaults on the part of bidder.

8.1 Government Tax – Bidders are responsible for establishing the status of the services for the purpose of any government tax including indirect tax, cess, etc. to Government of India. Any applicable taxes should be shown/factored in financial proposal/bids.

8.2 Alterations to Tenders - Any manuscript or other alteration to the bid must be countersigned and dated by the person submitting the tender within the stipulated timeframe.

8.3 Letters and Declaration to Accompany Tenders - The bid must be accompanied by scanned copy of a letter on firm's letter head showing the full registered name (s) and registered office address of the bidder. It should be signed by a person of suitable authority to commit the bidders to a binding contract.

8.4 Participation in Tenders - Bids must be uploaded in MSTC portal only.

8.5 Conflict of Interest - Bidders must disclose in their bid details of any circumstances, including personal, financial, and business activities that will, or might, give rise to a conflict of interest. Where bidders identify any potential conflicts, they should state how they intend to avoid such conflicts. DICGC reserves the right to reject any bid which, in DICGC's opinion, gives rise, or could potentially give rise to, a conflict of interest.

8.6 Undertaking - Bidders must give an undertaking that:

- There has not been any disciplinary action initiated or contemplated/suspension of business against the entity or its partners by ICAI/DICGC or other regulatory / statutory authority during the last three years (as on the date of application).
- None of the partner/employees have been convicted of any offence involving moral turpitude or has been found guilty of economic offence.

- No appeal/unresolved dispute/suit/case/application has been pending at any court in India regarding the existence of the business / right to carry on practice.

8.7 Indemnity - The successful bidder shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep DICGC, its officers and other staff indemnified in respect of any loss, damage or claim howsoever arising out of or related to breach of contract, statutory duty or negligence by the firm or its staff, agents or sub-contractors in relation to the performance or otherwise of the services to be provided under the Contract.

8.8 Assigning to Others - The successful bidder shall not, without the prior written consent of DICGC, assign or transfer or cause to be assigned or transferred, whether actually or as the result of takeover, merger or other change of identity or character of the experts, any of its rights or obligations under the Contract or any part, share or interest therein. Upon any such assignment or transfer, this engagement may forthwith be terminated by DICGC.

8.9. Termination –

8.9.1 For banks whose claim is being settled under Section 18A of DICGC (Amendment) Act, 2021, if the AID restrictions on the allotted bank are removed before 90 days or there is any other regulatory decision, the bid for the bank will stand cancelled. However, in case of invoking provisions of Section 18A(7)(a) of the Act (scheme of amalgamation/ compromise/ arrangement or of reconstruction by regulator), the revised timelines shall be communicated separately to the selected CA firm.

8.9.2 DICGC may, at its sole discretion and at any time terminate the Contract by giving a month's notice and inform the CA firm of DICGC's decision by written instruction to that effect. In the event of the Contract being so terminated, the firm shall take such steps as are necessary to bring the services to an end, (including terminating any sub-contracts placed by the firm) in a cost effective, timely and orderly manner.

8.9.3 For banks under liquidation, DICGC may, at its sole discretion and at any time terminate the Contract by giving a month's notice and inform the CA firm of DICGC's decision by written instruction to that effect.

8.10. Resolution of Disputes

8.10.1 The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws

8.10.2 All dispute or differences whatsoever arising between the selected Bidder and the DICGC out of or in relation to the construction, meaning and operation or effect of the Contract, with the selected Bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, after issuance of 30 days' notice in writing to the other, clearly mentioning the nature of the dispute / differences, the matter shall be referred to a single arbitrator, acceptable to both the parties, for initiation of arbitration proceedings and settlement of the dispute/s and difference/ strictly under the terms and conditions of the RfP , Appointment Letter or Contract (if any) , executed between the Bank and the Bidder. In case, the decision of the sole arbitrator is not acceptable to either party, the disputes / differences shall be referred to joint arbitrators, one arbitrator to be nominated by each party and the arbitrators shall also appoint a presiding arbitrator before the commencement of the arbitration proceedings. The arbitration shall be governed by the provisions of the Rules of Arbitration of the Indian Council of Arbitration under the exclusive jurisdiction of the courts at Mumbai, India.

8.10.3 The award shall be final and binding on both the parties.

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

8.10.5 The venue of the arbitration shall be at Mumbai, India under the exclusive jurisdiction of the courts at Mumbai, India.

8.11 Delays in Bidder's Performance Penalties

The Bidder should strictly adhere to the implementation schedule, as specified in the RfP, Appointment Letter or Contract (if any) for performance of the obligations and delay in completion of the obligations by the Bidder will enable the DICGC to resort to any or all of the following:

- (i) The appointment shall be cancelled in case of unsatisfactory/delayed performance.
- (ii) Penalty of 1% per day, maximum 10% of payable value may be levied, on sole discretion of DICGC, in case of delayed performance beyond time-limit as specified in appointment letter.

8.12 Sexual Harassment of Women at workplace

The firm/ company shall be solely responsible for full compliance with provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. In case, any grievance of sexual harassment is filed against employee/s of the firm at workplace of DICGC, the complaint will be dealt by the Internal Complaint Committee constituted by the firm and the firm shall ensure appropriate action under the said Act. Any complaint of sexual harassment from any aggrieved employee of the firm/ company against any employee/ customer/ visitor of DICGC shall be taken cognizance of by the Regional Complaints Committee constituted by the Corporation. The firm/ company shall be responsible for any monetary compensation that may be required to be paid in case the incident involves the employees of the Service Provider, for instance, any monetary relief to the Corporation's employee, if sexual violence by the employee of the Service Provider is proved. The firm/ company shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues. The firm/ company shall provide a complete and updated list of its employees who are deployed within the Corporation's premises.

8.13 Confirmation to terms and conditions of RfP

The CA Firm also has to submit Confirmation to terms and conditions of RfP as per annex IV on firms' letterhead.

----- XXXX -----

FORM-1 (Technical Bidding)

[Contains Annex I with Appendix 1 & 2 and Annex 1(A)]

Annex I

Technical Bid for Empanelment of CA firms for verification of books in respect of insured banks

Sr.No	Technical Bid - Eligibility Criteria	Please specify	Documents Required
1.	The applicant firm should be eligible to be Statutory Central Auditor (SCA) of a PSB and should be empanelled with C&AG of India for FY 2024-25		Certificate issued in this regard.
2.	No. of years of experience of the firm.		Address of branch / Head office of the firm: Name of full time partner heading the branch: Phone Number & e-mail: Year of incorporation
3	No. of full time FCA partners		Name of full time partner: Qualification: Address: Phone Number & e-mail: Date since engaged with firm Details to be furnished as per Appendix 1
4	No. of years on C&AG Panel continuously.		Specify no. of years.
5	Number of qualified CAs employed with the firm.		Names and date since engaged with above entity:
6	Experience of firm in bank audit.		Name of Partner who audited: No of banks audited: (Appendix 2)
7	Prior assignments with DICGC on claims verification for banks.		If yes, details of the same viz., Name of bank; Period of Assignment (From date to date);
8	The firm should not have been blacklisted/debarred anytime during last 3 years ended till issuance of this RfP from participation in a tender floated by		After getting empanelled, the CA Firm will be responsible to submit declaration on yearly basis and also to inform the Corporation

Sr.No	Technical Bid - Eligibility Criteria	Please specify	Documents Required
	any central/state PSU including DICGC / RBI or any State/Central Government Department/Institutes or any autonomous body funded and/or controlled by any state/central government.		immediately in case of any blacklisting / debarring.

Appendix 1 (to Annex I)

Details of Partners of the Firm

Appendix 1						
Details of the Partners						
Name of the Partner	Dates of becoming		Date of joining the firm	Membership Number	Educational Qualification	Experience
	ACA	FCA				

Signature of Partner of the firm with the Seal of the firm

Appendix 2 (to Annex I)

Details of experience of the firm in Bank Audit

Appendix 2					
Details of experience of the firm in audit in banks/ RBI					
Type of Audit*	Name of the Bank	Branch (es)	No. of years of engagement	Period of engagement	
				From Date	To date

*Statutory Central Audit/ Statutory Branch Audit/ Concurrent Audit/ IS audit/ Claim verification of banks for DICGC/ Experience in KYC Audit /forensic audit.

Signature of Partner of the firm with the Seal of the firm

Annex I (A)

Particulars to be furnished for the purpose of Empanelment of CA firm for onsite verification / certification of books in respect of depositor list submitted by insured banks		
1	Name of the firm	
2	Complete Postal Address	
3	Details of the branches operating in India: (i) Address: (ii) Name and Designation of the person heading the branch (pl. specify whether partner or not also) (iii) Email ID (iv) Phone Number: (v) Whether it is a Head Office or branch	
4	Email address and Telephone Number of the Head Office of the Firm	
5	Date of Establishment of the firm	
6	No. of completed years for which practicing in India as on March 31, 2024	
7	GSTIN	
8	Firm Registration No.	
9	Permanent Account Number (PAN)	
<p>I declare that:</p> <p>(a) The firm/partners associated with the firm have not been penalized for any disciplinary proceedings (during the last 3 years), initiated by ICAI/ICMAI and no disciplinary proceedings are pending against the firm / partners associated with the firm as on the date of application;</p> <p>(b) The firm / partners of the firm not have been blacklisted/debarred anytime during last 3 years till issuance of this RfP from participation in a tender floated by any Central/State PSU including DICGC / RBI or any State/Central Government Department/Institute or any autonomous body funded and/or controlled by any State/Central government/any other regulatory body.</p> <p>(c) We are not currently Statutory / Statutory Branch Auditors / Concurrent Auditors/ Consultants of RBI or any subsidiary of RBI including Deposit Insurance and Credit Guarantee Corporation of India (DICGC).</p> <p>The decision of DICGC in this regard shall be final.</p>		
Signature of Partner of the firm with the Seal of the firm		

Indicative Terms of reference (TOR) for appointment

1. To verify onsite, the books and records of the bank at Head Office and its all the branch/(es),if required, and certify that the depositor list prepared/ submitted by the Bank/liquidator/transferee banks containing the names of the eligible depositors of the bank and is in accordance with the provisions of DICGC Act, 1961 (as amended from time to time) and the guidelines issued by the Corporation. This shall also include verification/audit of KYC records and/ or willingness forms of the depositor along with verification and confirmation of net outstanding deposit amount (Principal plus accrued interest till cut-off date minus set-off of loans, if any) in the name of the depositor.
2. To verify that the depositor list does not contain the claims in respect of depositors like Banks, Central/State Government Accounts etc., who are not eligible for the deposit insurance cover in terms of Section 2(g) of DICGC Act, 1961.
3. To verify that the bank has exercised the right to **set-off** in regard to recovery of its loans, advances and other dues while preparing the depositor list as on cut-off date and before making payment to the depositors as provided in Section 16 (3) of DICGC Act, 1961.
4. To ascertain whether the bank has carried out the exercise of **clubbing** of the deposit accounts of all the depositors in the '*same right and in the same capacity*' in accordance with the provisions of the DICGC Act, 1961 and the guidelines issued by DICGC in this regard. Any additional clubbing, if required, during the course of verification may also be reported separately.
5. To verify KYC records of each depositor and ascertain whether the **willingness of depositor for Claiming Deposit Insurance claims from DICGC (in case of claims submitted under Sec 18A)** has been obtained.
6. To verify and report whether the bank has followed the directions, if any, issued to the bank by Reserve Bank of India under Section 35-A of the Banking Regulation Act, 1949 (As Applicable to Co-operative Societies) and whether any withdrawal was allowed by the bank from depositor's account(s) during the period or any cash

repayment were accepted when such directions were in force. Lists of depositors who have made permissible withdrawals and/or cash repayment will be required to be furnished separately.

7. The CA firm is required to verify whether the bank undertook any transactions to claim more amount than otherwise due, share capital amount of members was transferred to deposit accounts post cut-off date, whether the bank had closed the books of accounts by the close of business on the cut-off date, whether any restructuring of accounts was carried out by the bank by splitting the total amount of deposits in a particular account by opening new accounts / or into existing accounts post the cut-off date. Findings / observations in this regard are to be reported separately to the Corporation.
8. Firms which are allotted verification work of any bank placed under AID, may be allowed to continue the verification, on sole discretion of DICGC, when the bank concerned is subsequently placed under liquidation by RBI. The continuation in engagement shall be subject to submission of acceptance with regard to charging same professional fee as already agreed upon for verification of depositor's list of banks under AID and adherence to the revised guidelines (as applicable to liquidated banks), by the firm concerned.
9. DICGC reserves the right to delist from the panel/debar from participation in financial bids/ blacklist, any empaneled CA firm, in case of unsatisfactory performance or on any other grounds as determined by a Committee of the Corporation.
10. Furnishing digitally signed and also duly signed print copy of verification report to DICGC in the format prescribed by DICGC. The adherence to timelines for on site verification and submission of final report as advised by DICGC has to be ensured.
11. The CA firm would ensure that it would in no way involve itself with the preparation of claim list.
12. The detailed guidelines for verification/certification of bid shall be sent after acceptance of bid.

13. DICGC reserves its right to modify, alter or delete the terms & conditions, and the scope of work, as it may deem fit during the tenure of the panel.

(The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance incidental to verification of claims)

Annex III

Technical Evaluation for Empanelment of CA firm for onsite verification of books in respect of insured banks

Sr.No	Technical Bid	Basis of Marking										
Mandatory Criteria												
1.	The firm should not have been blacklisted/debarred anytime during last 3 years till issuance of this RfP from participation in a tender floated by any central/state PSU including DICGC / RBI or any State/Central Government Department/Institutes or any autonomous body funded and/or controlled by any state/central government.	Documents Required - self-declaration on letter head duly signed by partner of the firm. After getting empanelled, the CA Firm will be responsible to submit similar declaration on a yearly basis and to inform the Corporation immediately in case of any blacklisting / debarring.										
2.	The firm/partner associated should not have been penalized for any disciplinary proceedings (during the last 3 years) and no disciplinary proceedings should be pending against them as on the date of application.	Self-declaration on letter head duly signed by partner of the firm.										
3.	Firms which are currently Statutory Central Auditors / Statutory Branch Auditors / Concurrent auditors/ consultants/ of RBI or any subsidiary of RBI including Deposit Insurance and Credit Guarantee Corporation of India (DICGC) will not be eligible to apply.	Self-declaration on letter head duly signed by partner of the firm.										
Eligibility Criteria												
4.	Experience of the firm – No of years	Information Required Registration Certificate; Basis of Marking: <table border="1" data-bbox="857 1545 1435 1759"> <thead> <tr> <th></th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Less than 10 years</td> <td>0</td> </tr> <tr> <td>10-15 years</td> <td>5</td> </tr> <tr> <td>16-20 years</td> <td>10</td> </tr> <tr> <td>Above 20 years</td> <td>15</td> </tr> </tbody> </table> Max Marks -15		Marks	Less than 10 years	0	10-15 years	5	16-20 years	10	Above 20 years	15
	Marks											
Less than 10 years	0											
10-15 years	5											
16-20 years	10											
Above 20 years	15											
5.	Full Time Fellow Chartered Accountant (FCA) Partners	Information Required										

		<p>1. Name of full time partner(s)/ full time employee(s): 2. Qualification: 3. Address: 4. Phone Number & e-mail: 5. Date since engaged with firm Post qualification:</p> <p>Basis of Marking:</p> <table border="1"> <thead> <tr> <th>No. of full time full partner (s)/ full time employee (s) having post qualification experience in firm</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Less than 3</td> <td>0</td> </tr> <tr> <td>3-5</td> <td>5</td> </tr> <tr> <td>6-8</td> <td>10</td> </tr> <tr> <td>Above 8</td> <td>15</td> </tr> </tbody> </table> <p>Max Marks-15</p>	No. of full time full partner (s)/ full time employee (s) having post qualification experience in firm	Marks	Less than 3	0	3-5	5	6-8	10	Above 8	15
No. of full time full partner (s)/ full time employee (s) having post qualification experience in firm	Marks											
Less than 3	0											
3-5	5											
6-8	10											
Above 8	15											
6.	Key Professional Staff – Full time CA employees	<p>Basis of Marking:</p> <table border="1"> <thead> <tr> <th></th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Less than 2 CAs</td> <td>0</td> </tr> <tr> <td>2 to 5 CAs</td> <td>5</td> </tr> <tr> <td>6 to 10 CAs</td> <td>10</td> </tr> <tr> <td>More than 10 CAs</td> <td>15</td> </tr> </tbody> </table> <p>Max Marks -15</p>		Marks	Less than 2 CAs	0	2 to 5 CAs	5	6 to 10 CAs	10	More than 10 CAs	15
	Marks											
Less than 2 CAs	0											
2 to 5 CAs	5											
6 to 10 CAs	10											
More than 10 CAs	15											
7.	The firm should have an experience of auditing PSBs/Co-operative banks for more than three years.	<p>Information Required</p> <ol style="list-style-type: none"> 1. Name of PSB / Co-operative Bank audited; 2. Date of appointment and letter of appointment; <p>Basis of Marking:</p> <table border="1"> <thead> <tr> <th>Audit of PSB / Co-operative bank – No. of banks</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>Less than 3 years</td> <td>0</td> </tr> <tr> <td>3 years – 10 years</td> <td>10</td> </tr> <tr> <td>Above 10 years</td> <td>20</td> </tr> </tbody> </table> <p>Max. Marks -20</p>	Audit of PSB / Co-operative bank – No. of banks	Marks	Less than 3 years	0	3 years – 10 years	10	Above 10 years	20		
Audit of PSB / Co-operative bank – No. of banks	Marks											
Less than 3 years	0											
3 years – 10 years	10											
Above 10 years	20											
8.	Verification of claim list of banks upon appointment by DICGC	<p>Information Required</p> <ol style="list-style-type: none"> 1. Letter of Appointment confirming the same may be attached. <p>Max Marks-15</p>										

Annex –IV - Confirmation of Terms and Conditions

Confirmation of Terms and Conditions

(On letterhead of the Bidder)

The Chief General Manager

Deposit Insurance and Guarantee Corporation
RBI Building, Second Floor,
Opp. Mumbai Central Railway Station,
Byculla, Mumbai, Maharashtra – 400008

Dear Sir,

Request for Proposal (RFP) for Empanelment of CA firms for onsite verification / certification of claim list and books of records of insured banks

Further to our proposal dated , in response to the Request for Proposal (RfP) for empanelment of CA firms for verification / certification of claim list and books of records of insured banks (hereinafter referred to as “RfP”) issued by DICGC, we hereby covenant, warrant and confirm as follows: We hereby agree to comply with all the terms and conditions / stipulations as contained in the RfP and the related addendums, other documents and if required including the changes made to the original bid documents issued by DICGC, provided that only the list of deviations furnished by us in the relevant Annex. Which are expressly accepted by DICGC and communicated to us in writing, shall form a valid and binding part of the aforesaid RfP document. DICGC is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and DICGC’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Designation

Bidder’s corporate name

Annexure V

IMPORTANT INSTRUCTIONS REGARDING E-TENDER

This is an e-procurement event of the Deposit Insurance and Credit Guarantee Corporation (**DICGC**). The e-procurement service provider is MSTC Limited.

You are requested to read and understand the Notice Inviting E-Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

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 over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/DICGC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE TECHNICAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eproc (Version 3)</p> <p>1) 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 DICGC, MSTC, (before the scheduled time of the e- tender). Contact person (MSTC):</p> <p>HO Central Help Desk: (For vendors)</p> <p>Phone Number :07969066600</p> <p>helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)</p> <p>Availability</p> <p>Mr. Tanmoy Sarkar, Deputy Manager: 7651915418/8349894664 – wroopn11@mstcindia.in 9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.</p>
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	<p>Contact person (DICGC):</p> <ul style="list-style-type: none"> • Shri Sumit Kumar, Manager Mobile No: 7903555296 Email id: sumitk@rbi.org.in • Shri Prithviraj Harish, Manager Mobile No: 7259795311 Email id: prithvirajh@rbi.org.in <p>Vendors are required to register themselves online with www.mstcecommerce.com/eproc</p> <p>Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to System Settings (on dashbar) Download Guide / Video / Registration Guide.</p> <p>B) System Requirement:</p> <ol style="list-style-type: none"> i) Windows XP-SP3 & above/Windows 7 Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE 7 update 9 and above software to be downloaded and installed in the system. <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level</p> <p>For more details, vendor may refer to the Vendor Guide and FAQ available www.mstcecommerce.com/eproc</p>
2.	<p>Technical bid will be opened electronically on specified date and time as given in the RfP document.</p>
3.	<p>All entries in the e-Tender should be entered in online Technical bid Formats without any ambiguity.</p>

4.	<p><u>Special Note towards Transaction fee:</u></p> <p><u>PAYMENT Of Transaction fee is online on MSTC site</u></p> <p>For the payment of transaction fee, the vendor should pay the transaction fee using the "Transaction Fee" Link in the vendor login. Here the vendor may select the particular e- Tender in which they want to participate.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e tender.</p>
5.	<p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by DICGC and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by DICGC as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
7.	<p>(i) Bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this RfP (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eproc of MSTC Ltd.</p>
8.	<p>E-tender cannot be accessed after the due date and time mentioned in RfP.</p>
9.	<p><u>Bidding in e-tender</u></p>

- a) The process involves submission of Technical Bid.
- b) The bidder(s) who can submit their Technical Bids through internet in MSTC website www.mstcecommerce.com → e-procurement → Common Portal → Bid Floor Manager → live event → Selection of the live event → Technical Bid.
- c) The bidder should allow to run an application namely en Applt. by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide & FAQ).
- d) First the vendor needs to fill up the Technical specification if any and save it. Then the vendor should fill up the Technical bid. After filling the Technical Bid, bidder should click 'save' for recording their Technical bid. Once the same is done, bidder should click on "save" to record their price bid. Then once the Technical bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- e) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- f) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- h) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.
- i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- j) 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.
- k) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical terms & conditions are allowed.
12.	DICGC has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13.	The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eproc
14.	The bidders must upload all the documents required as per terms of RfP. Any other document uploaded which is not required as per the terms of the RfP shall not be considered.
15.	The bid will be evaluated based on the filled-in technical formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders

The above procedure is informed only for general guidance purpose and bidders are advised to check the latest instructions from www.mstcecommerce.com/eproc website itself.