



REQUEST FOR PROPOSAL (RFP)
FOR
ENGAGEMENT OF GST CONSULTANT

Accounts Department

The Oriental Insurance Company Ltd. (OICL)
Oriental House
A-25/27, Asaf Ali Road,
New Delhi – 110 002.

CIN: U66010DL1947GOI007158

TELEPHONE NO: 011-43659203

WEBSITE- www.orientalinsurance.org.in

COST OF RFP: Rs.1000 per Application (Inclusive of applicable taxes)

THIS RFP DOCUMENT IS NOT TRANSFERABLE

Bidders are advised to study the RFP document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial Bids shall be rejected. The Bidder must quote for all the items asked for in this RFP.

The Bidder shall bear all costs associated with the preparation and submission of the Bid, including cost of presentation and demonstration for the purposes of clarification of the Bid, if so desired by OICL. OICL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

| TABLE OF CONTENTS | |
|-------------------|--|
| 1 | Bid details |
| 2 | Disclaimer |
| 3 | Overview |
| 4 | Purpose |
| 5 | Invitation |
| 6 | Definitions |
| 7 | Conflict of interest |
| 8 | Earnest Money Deposit (EMD) |
| 9 | Clarification and amendment of RFP documents + |
| 10 | Eligibility Criteria & other details |
| 11 | Proposal evaluation |
| 12 | TERMS OF REFERENCE (TOR) |
| 13 | Notification of award, Contract finalization and other terms |
| 14 | Confidentiality Agreement / Undertaking |
| 15 | Indemnification |
| 16 | Termination of Agreement |
| 17 | General rules |
| 18 | Undertaking by Consultant |
| 19 | Confidentiality |
| 20 | Indemnity |
| 21 | Termination of Agreement |
| 22 | Miscellaneous Terms |

ENGAGEMENT OF GST CONSULTANT

1. BID DETAILS (RFP REFERENCE NO: OIC/AC/GST/18.01.2019)

| | |
|---|---|
| RFP REFERENCE | OIC/AC/GST/18.01.2019 |
| NAME OF DEPARTMENT | Accounts |
| DATE AND TIME OF COMMENCEMENT OF BIDDING PROCESS i.e. POSTING OF TENDER DOCUMENT ON WEB SITE | 18.01.2019 4.00P.M. |
| LAST DATE AND TIME FOR RECEIPT OF QUERIES FOR CLARIFICATION FROM BIDDERS BY E-MAIL | 24.01.2019 4.00P.M. |
| LAST DATE AND TIME FOR ISSUING CLARIFICATIONS TO QUERIES BY EMAIL | 30.01.2018 5.00P.M. |
| LAST DATE AND TIME FOR SUBMISSION OF BIDDING DOCUMENTS INCLUDING TECHNICAL AND FINANCIAL BID | 07.02.2019 3.00PM TO be delivered in Person |
| ADDRESS FOR SUBMISSION OF BIDS | CHIEF MANAGER, Accounts Department-2nd Floor THE ORIENTAL INSURANCE COMPANY LIMITED ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI-110002 |
| DATE AND TIME FOR OPENING OF TECHNICAL BID | 07.02.2019 4.00PM |
| PLACE OF OPENING OF TECHNICAL BID & FINANCIAL BIDS | CHIEF MANAGER (A/C) THE ORIENTAL INSURANCE COMPANY LIMITED ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD, NEW DELHI-110002. TEL. NO.011-43659203 |
| | Representatives of Bidders may be present during opening of |

| | |
|--|---|
| | Technical Bid .However; Technical Bids would be opened even in the absence of any or all of the bidder's representatives. No separate Communication will be sent in this regard. |
| Purpose | Request for proposal for appointment of GST consultant, as detailed in (TOR) |
| EARNEST MONEY DEPOSIT | Rs25000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft in favour of "THE ORIENTAL INSURANCE COMPANY LIMITED" Payable at DELHI. EMD should be enclosed with Technical Bid. |
| ANNOUNCEMENT OF QUALIFIED TECHNICAL BIDDER AND OPENING OF COMMERCIAL BID | Date will be Communicated |
| Email- ID | pkgupta@orientalinsurance.co.in |
| Website link | www.orientalinsurance.org.in |

Note: 1.The bid is not transferable.

2. The above dates are tentative and subject to change without prior notice or Intimation. Bidders should check website www.orientalinsurance.org.in for any changes/addendum to above dates and or any other change to this RFP.

3. If a holiday is declared on any of the date mentioned above, the Bids shall be received /opened on the next working day at the same time and venue specified unless communicated otherwise.

2. DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document/Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of OICL is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which information is provided.

This RFP Document is neither an agreement nor it is an offer or invitation by OICL to any party/(ies) other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent information.

OICL and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. The information contained in this RFP document is selective and OICL may in its absolute discretion, but without being under any obligation to do so, update, modify, mend or supplement the information in this RFP Document.

The OICL also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.

The issue of the RFP does not imply that the OICL is bound to select a bidder or to appoint the selected bidder, as the case may be, for the purpose and the Company reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without being liable to any loss that bidder might suffer due to such reason. The OICL reserves the right to cancel the entire bidding process at any time.

The decision of OICL shall be final, conclusive and binding on all parties/bidders directly or indirectly connected with the bidding process.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the company or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in the preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

3. OVERVIEW

Oriental Insurance Company Limited is one of the leading public sector general insurance companies in India with a network of around 1950 offices consisting of 28 regional offices, 2 Corporate Business units, 356 Divisional offices, spread all over India along with foreign Business Units in 4 Countries. The company has one fully owned subsidiary and 2 Associate companies. The company offers wide range of products relating to General Insurance both to corporate and retail customers. The company also provides services to its customers through alternate channels such as online portals, web aggregators etc., and company has Investment Portfolio, as per IRDAI regulations and laws in force.

OICL being a service provider in general insurance is required to charge relevant tax under GST and comply with the legal Provisions of the Act. In this connection OICL invites Request for Proposal (RFP) from consultants of repute and proven track record for GST Act and Rules compliance.

4. Purpose

The Company for preparation, filing, reconciliation of GST Returns & compliances invites Request for Proposal (RFP) from bidders of repute and proven track record, who are well-versed with the requirements of GST Law, as detailed in Terms of Reference (TOR).

5. Invitation

The Company invites Proposal (the "Proposals") for selection of a GST Consultant who shall assist the Company in preparation, filing, reconciliation of GST Returns & compliances invites Request for Proposal (RFP) from bidders of repute and proven track record, who are well-versed with the requirements of GST Law, as detailed in Terms of Reference (TOR).

The bidders desirous of taking up the assignment are invited to submit their technical and commercial proposal in response to this RFP in a manner as mentioned in this document. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the successful GST consultant will be entirely at Company's discretion. The applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to adhere to the Company's requirements/ terms and conditions outlined in the RFP. The RFP is not an offer by The Oriental Insurance Company Ltd., but an invitation to receive responses from the Bidders. No contractual obligation, whatsoever, shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of the Company with a Successful Applicant.

6. DEFINITIONS

1. **"The Company"** means "The Oriental Insurance Company Limited"(OICL) Company/OICL constituted under the General Insurance Business (Nationalisation) Act, 1972.
2. **"The Oriental Insurance Company Ltd.)"**, which has invited the bids for GST Consultant whom the selected GST Consultant shall provide services as per the terms and conditions and terms of reference of the contract.
3. **"Bidder"** means an Applicant who is submitting its proposal for providing services to OICL.

4. **"GST Consultant"** means GST Consultant being a LLP/Company registered in India, submitting its proposal for providing services to OICL as referred in the present Request For Proposal (RFP).
5. **"Contract"** means the contract signed by the parties and all the attached documents and the appendices including the addendums thereto.
6. **"Day"** means calendar day.
7. **"Proposal"** means the complete proposal including Technical Bid, the Commercial Bid, EMD, etc.
8. **"RFP"** means this "Request For Proposal" prepared by OICL.
9. **"Assignment/job"** means the work to be performed by the GST consultant firm pursuant to the contract.
10. **"Terms of Reference (TOR)"** means the document included in the RFP which explains the scope of work, activities, tasks to be performed, by the GST consultant firm.

The term, applicant, proposer and bidder have been used interchangeably in the RFP document.

7. Conflict of interest

The OICL requires that the consultants provide professional, objective, and impartial advice, and at all times hold the Company's interests paramount, strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests and act without any expectation/consideration for award of any future assignment(s) from the Company.

Without limitation on the generality of the foregoing, the consultants and any of their affiliates shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set for below:

i. Conflicting assignment/job: The consultant (including its personnel) or any of its affiliates shall not undertake any job/assignment which may be in conflict with the present assignment as GST Consultant.

ii. Conflicting relationships : The consultant (including its personnel) having a business or family relationship with a member of OICL's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to OICL throughout the selection process and the execution of the contract.

The Applicant(s) has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of the Company or that may reasonably be perceived as having this effect. If the Applicant fails to disclose such conflicts of interest and if OICL comes to know of such a situation at any time, then OICL reserves the right to disqualify the Applicant during the bidding process or to terminate its contract during the tenure of assignment.

8. Earnest Money Deposit (EMD)

- 8.1 The Bidder shall submit the EMD of Rs. 25,000/- (Rs. Twenty Five thousand only) by way of Demand Draft in favour of "The Oriental Insurance Company Ltd." payable at New Delhi. The same is to be submitted with Technical Bid. EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected GST consultant fails to sign the contract. It should be submitted with the Technical bid.
- 8.2 The EMD of the unsuccessful bidders will be returned within 7 days, after completion of process of selection of the GST consultant. EMD will be returned to the qualified bidder after acceptance of Purchase Order and/ or Signing of the Contract(s) by the bidder and submission of required Performance Bank Guarantee (PBG) as per Annexure I.
- 8.3 No interest is payable on the amount of EMD.
- 8.4 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Company.

9. Clarification and Amendment of RFP documents

- 9.1 The Applicant GST Consultant may request a clarification on any clause of the RFP documents within the timelines mentioned in Bid details of the RFP document through e-mail to Chief Manager (e-mail id: pkgupta@orientalinsurance.co.in). The responses of the OICL will be published on its website without identifying the source of the query. Should OICL deem it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph 9.2 below.
- 9.2 At any time prior to the deadline for submission of proposal, OICL may modify the bidding document by amendment. Any such amendment issued by OICL will be in the form of an addendum/corrigendum and will be available on our website www.orientalinsurance.org.in. The amendment will be binding on all bidders. OICL at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are advised to frequently visit the web site for updating themselves about changes, if any, made in the RFP before the bid submission date.
- 9.3 OICL reserves the right to cancel the entire bidding process any time but before opening of Commercial bid without assigning any reason or explanation.

10. Eligibility Criteria & Validity period of the Proposed Bid

The applicants must fulfil the following eligibility criteria. Proposals of only those applicants who satisfy these conditions will be considered for evaluation process. Applications which do not satisfy the eligibility criteria will be rejected without assigning any reason whatsoever.

| Sl. No | Eligibility Criteria | Document to be enclosed |
|--------|--|--|
| 1. | The Applicant Firm/ bidder must be either a registered CA/ICWA | Copy of certificate of incorporation / registration and partnership deed/MOA/AOA as the case may be. |

| | | |
|----|--|--|
| 2. | The Bidder firm should have experience of at least 10 years in Indirect Tax of India (service tax). Preference will be given to those firms which are dealing at corporate level in service tax / GST matters with General Insurance Companies. | Supported by Information on consulting and auditing business in India or outside India. Viz. assignment/order letters, client Reference etc. Please furnish a list of at least 5 major clients with address and phone numbers. |
| 3. | The Bidder should have at least 6 partners as on 31.03.2018 and having at least 10 full time professionally qualified staff, from Accounting background. Must be associated with the firm for a period not less than one year as on 31.03.2018. | The list of professionals and their bio-data along with testimonials in support of their professional qualification. Details of persons who will form the team for the proposed assignment is to be submitted in the prescribed format given in annexure A. |
| 4. | The firm should not have been banned/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Govt's/ICAI/ Bar Associations and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI or other authorities. | Self Declaration |
| 5. | The firm should have an average turnover, of at least Rs.50 crores in last 3 years. | Copy of Audited financial Accounts of the firm and Income Tax Returns for 3 years :, Fy .15-16 ,16-17 & 17-18. |
| 6. | Applicant Firm should have fully functional Office in Delhi/NCR Region headed by Senior Partner. | Self Declaration with list of offices. |
| 7. | Consultancy to/ advocacy on behalf of any organization such as banks, insurance companies on GST (Desirable eligibility). | List of Clients |

11. The detailed information relating to eligibility and particulars of the bidder is to be given as per Annexure A.

Applicants must read carefully the conditions of eligibility criteria provided herein before submitting the Proposal with the Company. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process.

11 Proposal Evaluation

- I. Technical bids will be subjected to following evaluation process. The eligible bidders will be required to give a presentation to the company for technical evaluation.

| Sl. No | Criteria Description | Rules for Awarding Points | Max Points |
|--------|--|--|------------|
| 1 | Man power and qualifications- No. of partners and qualified FCA/ICWA Each partner/employee must be associated with firm as on 31.03.2018 | Minimum 6 partners (as on 31.03.2018) - Five marks. One mark each for additional partners. Maximum 10 marks. Minimum 10 professionally qualified staff – 5 marks. One mark for each additional qualified staff. Maximum 10 marks. | 20 |
| 2 | No. of years of experience in Indirect Taxation consultancy | 20 marks for minimum 10 years. Two marks for each completed additional year. Max 10 marks for additional years of experience. | 30 |
| 3 | Experience in Indirect tax consultancy at corporate level with at least three large institutions having average turnover in last 3 years of Rs. 1000 crores or more. | For fulfilling the base criteria: 5 marks. For each continuous year of engagement as consultant 5 marks per year Max.10 marks for addl. Years. PSU General Insurance co. experience for 1 years or more - 10 marks | 25 |
| 4 | No of professionals to be deployed in this project Accounting/legal Professionals IT Professionals | <ul style="list-style-type: none"> • 2 marks for every accounts/legal professional with Max of 6 marks. • 2 marks for every IT person with max. of 4 marks. | 10 |
| 5 | Presentation by bidders and evaluation by Internal committee | Marks to be assigned by an internal committee based on the methodology and work plan ,team composition and presentations | 15 |
| | Total | | 100 |

DISA/CISA qualified partners/employees on payroll of the firm will be an attraction.

Bidders who score a minimum 70 marks out of 100 marks on the technical evaluation criteria as mentioned above will only be considered. The Commercial bids of the applicants with technical marks less than 70 will not be considered for commercial/financial evaluation.

II. Criterion for evaluation of Commercial bids:

The successful Technical bids will be graded as L1, L2, and L3 etc. where L1 bidder is the one who has submitted the lowest cost proposal.

Clarification of Bids

During evaluation of bids, if found necessary, the company may seek clarification on the bid from the bidder. The request for clarification and the response shall be in writing/ e - mail.

12 TERMS OF REFERENCE (TOR)

1. Validation, Preparation of state wise monthly GST liability (GSTR3B) and claim of input tax credit by the company.
2. To provide guidance, advice, review, filing of monthly GSTR-1, GSTR-7 returns including earlier period amendments for all the states.
3. To assist in reconciliation and provide certification as required from time to time under GST law and any new regulation of GST in future.
4. To assist in providing data/advisory for GST audit or any other compliance with GST law.
5. To assist in E-way Bills.
6. Any other required service related to GST Return, **GST TDS &** audit.
7. Reconciliation of GSTR2A with Purchase register for all states, where OICL is having GST registration.

13 Contract Finalisation and Duration of Contract

Notification of Award

The acceptance of a RFP, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means of offer of contract/ service order at the address supplied by the bidder in the RFP response.

Any change of address of the Bidder, should therefore be promptly communicated to:

Chief MANAGER-ACCOUNTS

THE ORIENTAL INSURANCE COMPANY LIMITED

ACCOUNTS DEPARTMENT -2ND FLOOR

ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD,

NEW DELHI-110002

The written offer of contract/ order issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

Signing of Contract/Agreement

The successful bidder/consultant will be required to enter into an Agreement/ Contract as per company prescribed format within 7 days from the date of acceptance by the successful bidder of the offer of the OICL. Initially, the contract shall be valid up **for a period of one year from the date of agreement, with a clause of further extension for further two years on same terms and conditions.** The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder/Consultant shall be forfeited by the company without further notice to the successful bidder/ consultant. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 15 days from the date of execution of the Agreement/Contract will result in termination of the Agreement/ contract. In case of termination of the Agreement/Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 days from the date of execution of the agreement, in addition to the termination of the contract, OICL shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the company.

Performance Guarantee by Successful Bidder

On receipt of the order, the successful bidder has to submit a Performance Bank Guarantee for an amount equivalent to 25% of the order, within one week's time, valid up to March'2020 from the date of acceptance which may be extended with mutual consultation. However, if at any stage it is found that there has been considerable delay in disposing the matters and maintaining the specific timelines, the company shall deduct the 2% of the fee payable as penalty.

- 13.1 OICL and the selected GST consultant shall finalise the terms of contract to be executed as per the prescribed terms of the Company. OICL shall have the right not to enter into the contract with the GST consultant firm if the GST firm is unable to fulfill the terms assured in the technical proposal. In such an eventuality, OICL reserves the right to reject the proposal.
- 13.2 The contract/ agreement shall be executed only at New Delhi and the selected GST consultant firm shall bear the cost of stamp duty for the contract/ agreement as applicable in the UT of Delhi.
- 13.3 Total Duration of the Contract with the selected Bidder shall not exceed for period of three years from the date of Signing the Contract, during which time the selected Bidder is to deliver to the satisfaction of OICL all outcomes as are required to be delivered as per the Scope of Work defined hereinafter. Initial contract period will be one year, with extension for further two years on annual basis at the discretion of OICL.

14 Confidentiality Agreement/Undertaking

As the successful bidder will have access to the data of the Company, the Company will require the firm to sign a Confidentiality agreement/undertaking indemnity for not disclosing or part with any information relating to the Company and its data to any person or persons or authorities, without written consent of the Company. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Company against the GST consultant firm

15 Indemnification

The GST consultant firm shall at their own expenses, indemnify the Company against any loss on claims due to loss of data /damage to data of the Company arising as a consequence of breach of any clause in terms and conditions of the agreement.

16 Termination of Agreement

A suitable clause for termination by giving suitable notice will be incorporated in the final agreement. The agreement with the selected GST consultant firm may be cancelled at the Company's discretion on account of following or without assigning any reason:

- On refusal to take up the allotted Assignment;
- If the GST stands dissolved /reconstituted and the name/style of the GST is changed;
- On not abiding by the terms and conditions stipulated in the agreement;
- If the performance of the GST consultant firm is not found satisfactory (viewed as such by the Company's appropriate authority);
- Any other reason at the discretion of the Company.

17 General rules, terms & conditions

- 1 The proposal as well as all related correspondence exchanged by the bidders with OICL shall be written in the English language. Applicants who fulfil the criteria specified in Annexure A should submit their Application (i.e. Technical and Commercial Proposal) in the format enclosed as Annexure A-G and other supporting documents.
- 2 The name of the assignment/job shall be "OIC's GST Consultant". Detailed scope of the assignment/job has been described in the Terms of Reference .
- 3 In preparing their technical proposal, Applicants are expected to examine details of the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a technical proposal.
- 4 The Demand Draft in physical form for EMD of Rs. 25,000/- should be submitted along with technical bid.
- 5 The Technical Proposal will be evaluated for technical suitability as per mandatory eligibility criteria.
- 6 The Company shall rank the technical proposals received. The parameters used in scoring are as per proposal evaluation Point 11, mentioned above.
- 7 The Applicant/firm, who qualify as per mandatory eligibility criteria will be called for presentation with the Company's Internal Committee.
- 8 After presentation, commercial bids will be opened and evaluated for firms securing 70% or more marks as per scoring given in Technical Proposal and Presentation.
- 9 The commercial proposal (for qualified applicants as per Para 15.3 above) will be opened subsequently and the lowest quote will be selected.
- 10 The bidder has to make their own evaluation in quantifying the Commercial bid and no further negotiation shall be permitted after the bid process, execution of contract till the completion of the term of service for whatsoever reason.
- 11 The proposal will be the basis for contract to be signed with the selected Applicant. The contract shall be finalized within 7 days from date of issuance of final selection letter issued by OICL or within extended period, as may be specified by OICL.
- 12 The GST consultant firm shall bear all costs associated with the preparation and submission of proposal and contract negotiation. OICL is not bound to accept any proposal, and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the Applicant.

- 13 The commercial proposal shall clearly indicate the total cost of the services in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the commercial proposal, the lower of the two shall prevail.
- 14 The cost quoted shall be exclusive of taxes (OICL shall pay the applicable taxes on actual). The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.
- 15 The Original Bid, both Technical and Commercial Bids, shall contain no interlineations or overwriting.
- 16 An Authorized representative of the Applicant/s shall initial all pages of the RFP document and sign the original Technical and Commercial Bid as well as the Annexures. The Authorisation shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorised to sign and such authorisation shall be enclosed with the proposal. The signed Technical and Commercial Bid shall be marked "Original".
- 17 Technical Bid submission is as per Annexure A to C.
- 18 Commercial Bid submission is as per Annexure D to F.
- 19 The proposal received by OICL after the deadline for submission shall be rejected. No further correspondence in this regard shall be entertained.
- 20 Representatives of Bidders may be present during opening of the Technical Bid. However, Technical Bid would be opened even in the absence of any or all of the bidder's representatives.
- 21 From the time the proposals are opened to the time the contract is awarded, the Applicant should not contact OICL, unless called for. The Applicant should also not contact any of the officers/employees or representatives of the Company on any matter related to its technical proposal and/or commercial proposal with a view to influencing OICL in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the GST's proposals. Canvassing in any form would lead to disqualification of the proposal.
- 22 The bidders, who qualify as per mandatory eligibility criteria mentioned in will be called for making a presentation before the Company's Internal Committee.
- 23 OICL has the complete discretion to reject any Application/Bid without giving any reason which cannot be questioned or challenged by the Applicant.

Submission of Bids

A master cover containing the Technical and Commercial Bid/ Proposal with superscription "RFP- For Appointment of Consultant for Goods and Service Tax Act (GST). " marked on

the top and addressed to the Chief Manager – Accounts has **to be submitted in person** on or before 07.02.2019 in at the following address:

CHIEF MANAGER
THE ORIENTAL INSURANCE COMPANY LIMITED
ACCOUNTS DEPARTMENT, 2ND FLOOR
ORIENTAL HOUSE, A-25/27, ASAF ALI ROAD,
NEW DELHI-110002

The cost of Tender i.e. DD for Rs.1000/- in case you download the RFP should be kept in technical bid envelope.

The master Cover should contain two separate sealed envelopes. One with superscription "RFP - For appointment of consultant for Goods and Service Tax Act (GST). - Technical Bid-Tender Reference No -OICL/AC/GST/18.01.2019"

And another sealed envelope with superscription "RFP - For appointment of consultant Goods and Service Tax Act (GST). - Commercial Bid- Tender Reference NO-OICL/AC/GST/18.01.2019"

Under any circumstances, the company shall not consider any request for extension of date for bid submission. The bids received after 03.00PM on 07.02.2019 will not be accepted under any circumstance. Please note that if sealed cover is found to contain both Technical and Commercial Bid/ Proposal together in single sealed envelope then, that offer will be rejected outright.

No Bidder/Applicant/Consultant shall submit more than one application for the consultancy.

The proposal as well as all related correspondence exchanged by the bidder and the company shall be in the English Language.

GENERAL CONDITIONS

Bidder should examine the documents constituting this RFP in detail to prepare the Proposal. In case of deficiencies in the information required/ requested, the proposal may be rejected.

Two Stage Bidding Process:

The bidder will submit its response to the present RFP separately in two parts - "The Technical Bid" and "The Commercial Bid".

Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information. In the first stage, only the Technical Bids will be opened in the presence of the bidders and evaluated as per the criterion determined by the Company. The company may at its discretion invite the bidders for presentation before the selection committee of the company. Those bidders satisfying the technical requirements as determined by the company shall be short-listed for opening their Commercial Bid.

The evaluation procedures to be adopted in the Technical bidding will be at the sole discretion of OICL and the OICL is not liable to disclose either the criteria or the evaluation report or reasoning to the bidder. The eligible bidder, who would qualify the technical bid as per the eligibility criteria given in point no 10 of RFP would be informed by OICL through e-mail.

The company reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

The cost of bidding and submission of RFP documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the process.

Non transferable bid

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

Technical Bid

The Technical Bid should contain the following information:

- a) Bidder firm's profile along with documentary evidence of INDIRECT TAXATION services offered and all relevant enclosures as detailed in Annexure A.
- b) Covering letter as per Annexure-B and Proposal form as per Annexure -C of this document .
- c) Description of the methodology and work plan for performing the assignment.
- d) List of the key professionals and the support staff for each phase of the assignment.
- e) Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help OICL to assess the capabilities of the consultant.
- f) Demand Draft of Rs.25,000/- (Rupees Twenty Five Thousand only) favouring "THE ORIENTAL INSURANCE COMPANY LTD", towards Earnest Money Deposit (EMD).
- g) Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the bid on behalf of the firm.

Note: Technical Bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and be rejected.

Penalty Clause

OICL will reserve the right to deduct from the fee to be paid to the consultant in the event of the following:

| Reason | 1 st Instance | 2 nd Instance | 3 rd Instance |
|---|--------------------------|--------------------------|--|
| Failing to visit our office as and when required by the company. | Caution Note | 2% | As decided by the OICL based on materiality. |
| Inordinate delay in responding to the references made by the OICL | Caution Note | 2% | As decided by the OICL based on materiality. |

Payment Terms

The terms of the payment will be as under:

Quarterly Payment , after completion of quarter .

All payments are exclusive of applicable taxes and subject to deduction of TDS as applicable from time to time.

OICL reserves the right to the following:

- a) Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- b) Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated above.
- c) Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d) Extend the time for submission of proposal.
- e) Modify the RFP document, by an amendment that would be notified on the company website.
- f) To independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended GST services for similar assignment.

Other Instructions

- a) The key persons identified for the project should carry out their activities from OICL premises. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the qualification criteria and preferably should have been involved in a similar assignment.
- b) The deployment staff/key persons should consist of CA's/ICWA's. The consultant selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- c) The Consultant selected for the assignment should treat as confidential all data and information about the company obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data/ information to any other party without the prior written approval of the company.
- d) The proposal should be submitted strictly in the formats provided in this RFP document.
- e) The proposal should be free of overwriting/ corrections/alterations.

- f) The proposals and related Annexure should be signed by the authorized representative/s of the Consultant. The executant's authority to represent and bind the consultation firm must be confirmed by a written authority letter issued by the competent authority of the consultant firm accompanying the proposal.
- g) All bids and supporting documentation shall be submitted in English only.
- h) The OICL will not return the bids/responses to the RFP received. The information provided by the bidder/s to OICL will be held in confidence and will be used for the sole purpose of evaluation of bids.
- i) It is hereby clarified that the bid response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective bid/ response to the RFP void and the same shall be liable to be rejected by OICL without further going into the merits of the RFP. It is also clarified that in case of any difference/change **between** bid/response to the RFP document submitted by the participant and the RFP document maintained by OICL, the RFP document maintained at the OICL would be considered as authentic and binding on the participant.
- j) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders/their representatives, who choose to attend.

Compliance Confirmation

The bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

18. Undertaking by Consultant

The consultant shall furnish the following undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concerns or our CEO, directors/managers/partners and if it arises we will intimate OICL of the same".

19. Confidentiality

This document contains confidential and proprietary information of OICL and is not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person.

The consultant selected for the assignment should treat as confidential all data and information about OICL obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data /information to any other party without the prior written approval of OICL. Further, the bidder will be exposed by virtue of the assignment, to the internal business and accounts related information of OICL. Accordingly, the selected bidder will have to sign a legal non-disclosure agreement in the prescribed format.

20. Indemnity

- a) The bidder agrees to indemnify and keep indemnified, defend and hold harmless OICL and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorneys fees), arising as per scope of work defined , which result from, arise in connection with or are related in any way to claims by third parties/regulators, arising out of or in connection with.
- b) The bidder's breach of any of the terms and conditions, representations, warranties specified in the agreement/contract; infringement of Intellectual Property Rights (IPR) of OICL, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- c) For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- d) In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.

The responsibility to indemnify set forth in this clause shall survive the termination of this agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof

21. Termination of Agreement

A suitable clause for termination by giving notice of one month will be incorporated in the final agreement.

The agreement may be cancelled at the Company's discretion on account of following or without assigning any reason:

- a) On refusal to take up the allotted assignment.
- b) If the firm stands dissolved /reconstituted and the name/ style of the firm is changed.
- c) On not abiding by the terms and conditions stipulated in the agreement.
- d) If the performance of the firm is not found satisfactory (viewed as such by the Company's appropriate authority).
- e) Any other reason at the discretion of the Company.

In addition to the cancellation of order, OICL reserves the right to appropriate the damages from the Earnest Money Deposit (EMD) given by the bidder and/or foreclose the Bank guarantee given by the bidder. In such event the order shall be passed to technically qualified L-2 bidder, provided L-2 is prepared to match prices and other terms & conditions.

22. Miscellaneous Terms

Publicity

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

Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war.

If a Force Majeure situation arises, the bidder shall promptly notify OICL in writing of such conditions and the cause thereof within twenty one calendar days. Unless otherwise directed by OICL in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Resolution of Disputes

OICL and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, OICL and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by OICL and the other to be nominated by the bidder. In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be New Delhi.

Integrity Pact

The bidders are required to execute "Integrity Pact" as specified in Annexure I, on requisite non judicial stamp paper, at the time of submission of the bid.

Governing Language

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

Governing Law/Jurisdiction

The Agreement / Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of New Delhi.

General Manager & Director- Accounts
Head office- Oriental Insurance Company Limited

Annexure A
TECHNICAL BID
Request for Proposal

"RFP - For appointment of consultant for Goods and Service Tax Act (GST). - Technical Bid- Tender Reference No -OICL/AC/GST/18.01.2019"

| Particulars | Details to be furnished for the particulars | Details of Enclosures to be submitted |
|--|---|---------------------------------------|
| Name of the Firm/Company | | |
| Address of Registered Office | | |
| Country of Incorporation | | |
| Date of incorporation of the firm and Registration Number | | |
| Telephone/Mobile and fax Number | | |
| E mail address | | |
| Name/s of partners | | |
| Number of C.A./ICWA Employees | | |
| Number of Law Graduate Employees | | |
| Number of Employees who have done DISA/CISA | | |
| Name and contact Details and E-mail Id of the Nodal Person. | | |
| Name and Designation of the person authorised to make commitments to the company : Name Designation Contact No Fax No Mobile No Email ID | | |
| Presence and locations of offices in India | | |
| Global and local experience of the firm (or the resource firm | | |

| | | |
|---|--|--|
| to which it is attached) in the field under reference, as a consultant. The relevant document / certificate should be enclosed. | | |
| Details of Implementation/Consultation of GST/INDIRECT TAX services provided by the firm to corporates in India | | |
| Details of GST / indirect tax services provided by the firm to banks in India | | Details of credentials, with letter from respective organisations supporting the same. Give scope of work for each assignment. |
| Details of GST /indirect tax services provided by the firm to Insurance companies in India | | Details of credentials, with letter from respective organisations supporting the same. Give scope of work for each assignment. |
| Persons proposed to be assigned for the consultancy services and their profiles. Number of persons who are proposed to be associated for executing the assignment phase wise with names including that of leader. | | Resume of the Identified team persons in the format enclosed- under annexure G |
| Past Credentials of the consultant | | |
| The Details of central statutory audit undertaken in General Insurance companies/banks | | |
| Details of the similar works completed/under execution with the name and location of the client and number of their branches. Nature of Type of project, services Delivered/rendered, scope of the services provided, value/cost of the project and duration of the project. Contract Details from the client and evidence letter from the client | | |
| Net Worth as on 31.03.2018 | | |

| | | |
|---|---|--|
| Turnover of last 3 FY. 2015-16 2016-17 2017-18 | | |
| Requirement from the OICL for Implementing the assignment such as administrative support, office space, equipment etc.. | | |
| Name, address and account Number of Bidder's banker | | |
| Details of Bid amount paid through D.D. No. dated Bank/Drawn on Branch Amount -- Rs. | | |
| PAN NO VAT NO SALES TAX NO GST REGN NO | | |
| References of at least 5 major clients | Name Address Contact Phone No Email ID | |
| Any other information considered relevant. | | |

Dated This -----day of -----2019

(Signature) (In the capacity of)
Duly Authorised to sign proposal for and behalf of -----

(Letter to the Company on the Consultant's letterhead)

THE ORIENTAL INSURANCE COMPANY LIMITED OIC/AC/GST/18.01.2019

Annexure: B
(Covering letter of Technical offer)

Date:

To,
General Manager & Director
The Oriental Insurance Company Limited
Head office, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi -110002

Dear Sir,

Sub: "RFP - For appointment of consultant for Goods and Service Tax Act (GST). - Technical Bid-Tender Reference No -OICL/AC/GST/18.01.2019"

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 90 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

Name

Designation,

Contact No.

Seal of the firm/company

Encl: Technical Offer in sealed envelope.

Annexure C
PROPOSAL FORM
(To be included in Technical Proposal Envelope)

Dear Sir,

"RFP - For appointment of consultant for Goods and Service Tax Act (GST). - Technical Bid-Tender Reference No -OICL/AC/GST/18.01.2019"

Having examined the RFP Document, we, the undersigned, offer our services to provide consultancy services in respect of GST Act & Rules in the company in conformity with the requirements mentioned in said RFP documents.

We undertake, if our bid/Proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.

We confirm that the information submitted by us in our Bid/Proposal is true and correct. We agree to abide by the Bid/ Proposal.

We hereby acknowledge and unconditionally accept that OICL may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the consultants.

We declare that we have not made any alterations/changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at OICL will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by OICL in the event of any alteration made in the RFP document.

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sisters concern or our CEO, Directors/ Managers/ Employees and if it arises we will intimate OICL of the same.

We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that you are not bound to accept the lowest, or any other Proposal, you may receive.

Dated this _____ day of _____ 2019
(Signature)
(In the capacity of)

Annexure D
(To be furnished in the company's letter head)

Commercial Offer
(To be submitted in sealed envelope)

Date:

To,
General Manager & Director,
The Oriental Insurance Company Limited
Head office, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi -110002

Dear Sir/Madam,

"RFP - For appointment of consultant Goods and Service Tax Act (GST). - Commercial Bid- Tender Reference NO- OICL/AC/GST/18.01.2019"

We the undersigned offer to provide our services for GST Act and Rules, consultancy in accordance with your RFP dated _____. Our attached Commercial Offer is for the sum of Rs. _____ (amount in words and figures). The amount is exclusive of all taxes.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period Ninety (90) days of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.

Annexure F

Undertaking from the bidder on their company's letter head

We (and our employees and agents) shall not, unless OICL gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the company (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. In case of consortium proposals, all members of the consortium shall ensure the above. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the company make use of any document or information given by the Company, except for purposes of performing the contract award.

In case of breach, the company shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:



Annexure: H
(To be furnished in the company's letter head)
AUTHORIZATION LETTER FORMAT

Date:

To,
General Manager & Director
The Oriental Insurance Company Limited
Head office, Oriental House,
A-25/27, Asaf Ali Road,
New Delhi -110002

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

This has reference to your RFP for appointment of consultant for GST Act and Rules, Mr./Miss/Mrs _____ is hereby authorized to attend the bid opening of _____ the above RFP.
Dated _____ on _____ on behalf of our organization.

Specimen Signature of Representative
The specimen signature is attested below:

Signature of Authorizing Authority Signature of Attesting Authority

Name of Authorizing Authority Name of Attesting Authority



Annexure: I

INTEGRITY PACT Between The Oriental Insurance Company Limited, a body corporate constituted under the General Insurance Business (Nationalisation) Act, 1972 having its Head office A-25/27,Asaf Ali Road, New Delhi -110002 hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART
and

(Description of the party along with address), hereinafter referred to as "The Bidder/Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules and regulations and the principles of economic use of resources and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

Section 1- Commitments of the Principal

1.1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the Tender/RFP for, the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the Tender/RFP process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender/RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender/RFP process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act, 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance office and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/ Contractor(s)

2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender/RFP process and during the contract execution.



2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principals employees involved in the Tender/RFP process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender/RFP process or during the execution of the contract.

The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.2 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.3 The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Tender/RFP process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/Contractor(s) from the Tender/RFP process or take action as per the separate "Guidelines for Suspension of Business Dealing with Suppliers/ Contractors" framed by the Principal.

Section 4- Compensation for Damages

4.1 If the Principal has disqualified the Bidder(s) from the Tender/RFP process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the Tender/RFP process.



- 5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender/RFP process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1. The Bidder(s)/Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3. The Principal will disqualify from the Tender/RFP process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Pact Duration

- 8.1 This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 8.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/determined by the CMD, OICL.

Section 9 - Other Provisions

- 1.1. This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. NEW DELHI
- 1.2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 1.3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 1.4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



- 1.5. Only those bidders/contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the

For & On behalf of the Principal Bidder/Contractor

(Office Seal)

(Office Seal)

Place

Place

Date

Date

Witness:

Witness:

(Name & Address)

(Name & Address)