

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	25-04-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	25-04-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Finance
विभाग का नाम/Department Name	Banking Sector
संगठन का नाम/Organisation Name	Baroda Global Shared Services Ltd
कार्यालय का नाम/Office Name	Gujarat
वस्तु श्रेणी /Item Category	Financial Audit Services - Review of Financial Statements, Financial Reporting Framework, Audit report, Internal Auditor as Scope define in RFP; Audit Firm, CA Firm
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Turnover	Yes Complete
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
क्रेता के लिए उपलब्ध आईटीसी/ITC available to buyer	Yes
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	1600000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	48000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	30

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this

Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

MD and CEO

BGSSL, 27th Floor, GIFT One Tower, Road - 5C, Zone-5, GIFT CITY Gandhi Nagar, Gujarat – 382355
(Baroda Global Shared Services Ltd.)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

If the buyer has mentioned MSE purchase preference in ATC then service provider is required to upload necessary documents for MSE purchase preference for verification by the buyer during evaluation.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Commercial Format - [1775284888.xlsx](#)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per Annexure A	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:As per mentioned in RFP Document.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
11-04-2026 18:00:00	Pre- Bid meeting will be carried out on virtual basis with bidders who have submitted the queries to BGSSL E-mail ID Vendormgmt@BGSS.in Query to be submitted Before due date of pre-bid query last date.

Financial Audit Services - Review Of Financial Statements, Financial Reporting Framework, Audit Report, Internal Auditor As Scope Define In RFP; Audit Firm, CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Review of Financial Statements , Financial Reporting Framework , Audit report , Internal Auditor as Scope define in RFP
Type of Financial Audit Partner	Audit Firm , CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Audit of financial statements , Reliability of financial reporting , Internal control of financial , Compliance with law & regulations , Governance of company , Compliance with contracts , Bank Transactions , Internal Control over Financial Reporting , Internal Auditor as Scope define in RFP
Type of Industries/Functions	Human Resource & Payroll , Purchase & Procurement , Operational & Administrative , Fixed assets, depreciation and amortisation , Payables , Receivables , Cash and Bank Balance , Internal Auditor as Scope define in RFP
Frequency of Progress Report	Internal Auditor as Scope define in RFP
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Internal Auditor as Scope define in RFP
State	NA

विवरण/ Specification	मूल्य/ Values
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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इनपुट कर क्रेडिट(आईटीसी) तथा रिवर्स प्रभार (आरसीएम)/Input Tax Credit(ITC) and Reverse Charge(RCM) Details

जीएसटी पर इनपुट कर क्रेडिट /ITC on GST	जीएसटी उपकर कर क्रेडिट /ITC on GST Cess
100%	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Sharma Mehul Ashwinbhai	382355,Baroda Global Shared Service Ltd. C/o Bank of Baroda 27th Floor, Tower 1 Gift One, 5 C Road, Gift City, Gandhinagar, Gujarat 382355	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The

Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



(A wholly owned subsidiary of Bank of Baroda)

Request for Proposal [RFP] For

**RFP for Appointment of Internal Auditor for FY
2026-27 and FY 2027-28**

RFP NO: GEM/2026/B/7414513

Date: 4th April, 2026

Registered office:

5TH Floor, Baroda Sun Tower,
C -34, G Block, BKC, Bandra East, Mumbai -400051

Corporate Office:

27th Floor, GIFT One Tower, Road - 5C,
Zone-5, GIFT CITY
Gandhi Nagar, Gujarat – 382355

The information provided by the bidders in response to this RFP Document will become the property of the BGSSL and will not be returned. The Company reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Company also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by BGSSL for “**RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28**” It should not be reused or copied or used either partially or fully in any form.

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1. Introduction

1.1. Invitation to Tender offers

Baroda Global Shared Services Limited (herein after termed as BGSSL or Company), wholly owned subsidiary of Bank of Baroda, invites sealed tender offers (Eligibility, Technical bid and Commercial bid) from eligible, reputed entities for **RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28**. The term bidder/ prospective bidder refers to the primary bidder participating in delivering services/goods mentioned in the scope of works.

Complete set of tender documents may be downloaded by eligible bidder from the website of the Company. The Company reserves the right to reject any or all offers without assigning any reason.

Technical Specifications, Terms and Conditions and various formats and proforma for submitting the tender offer are described in this document, Annexures and Appendices.

1.2. About the Company

Established in the year 2017, Baroda Global Shared Services Ltd., a Company having its Regd. Office at 5th Floor, Baroda Sun Tower, C-34, G-Block, Bandra – Kurla Complex, Bandra (E), Mumbai 400051 , India and Corporate Office at 21st/27th Floor, Tower 1, GIFT City, Gandhinagar, Gujarat - 382355 (herein after referred to as a 'Company') is a wholly owned subsidiary of Bank of Baroda, a large public sector bank having global presence with its vast network of over 9,500+ branches.

1.3. Information Provided

This document contains statements derived from information believed to be reliable at the date obtained but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Company in relation to the **RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28**. Neither the Company nor any of its employees, agents, contractors, or advisers 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.

1.4. For Respondents Only

The document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent").

1.5. Confidentiality

The Invitation document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Invitation document is provided to the Recipient based on undertaking of confidentiality given by the Recipient to Company. Company may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated with or affiliated in any way with Company or any of its customers, Vendors, Bidders or suppliers without the prior written consent of Company.

This document is meant for specific use by the Company/ bidder. This document in its entirety is subject to Copyright Laws. The Bidders or the Recipients or the Respondents, as the case may be, will be held responsible for any misuse of information contained in the document, and are liable to be prosecuted by the Company in the event that such a circumstance is brought to the notice of the Company. By downloading the document, the interested party is subject to the confidentiality clauses herein.

1.6. RFP disclaimer

This Request for Proposal containing Annexures and subsequent Addenda and Corrigenda (Herein after called as RFP or tender) has been prepared solely for the purpose of enabling the Company to select a Service Provider for **RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28**. As per specifications, terms and conditions and scope defined in this RFP (herein after referred as **RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28**).

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The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required services.

This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.

In such instances wherein the BGSSL may need any further documents from respective Service Provider during the entire term of its Selection of bidders to render Services/goods, the Service Provider shall be under an obligation to provide the required documents as and when demanded by the Company.

1.7. Important Details (Schedule of Events, contact & communication details etc.)

1.	RFP No.	GEM/2026/B/7414513
2.	Brief Description of the RFP	RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28
3.	Company's Address for Communication	Baroda Global Shared Services Ltd. Senior Manager – Procurement. 27th Floor, GIFT One Tower, Road - 5C, Zone-5, GIFT CITY Gandhi Nagar, Gujarat – 382355 LL: 079-61800352 Mobile no. 84889 68633 Email : Vendormgmt@bgss.in
4.	Date of publishing the tender on Baroda Global Shared Services Ltd (BGSSL)'s website www.bgss.in & GeM portal	4th April, 2026 (Mode : Online through GeM Portal)
5.	Last date of submission of Queries for Pre-Bid Meeting	11th April, 2026, Before 6:00 pm
6.	Date & Venue of Pre-Bid Meeting	Pre- Bid meeting will be carried out on virtual basis with bidders who have submitted the queries to BGSSL E-mail ID Vendormgmt@BGSS.in Query to be submitted Before due date of pre-bid query last date.
7.	Last date & time for submission of Bids	As per GEM Bid
8.	Date and time of Opening of Eligibility and Technical Bid	Since submission of bids are online, Technical & Eligibility documents will be opened by BGSSL and acknowledgment will be communicated to the participating bidders via email.
9.	Date and time of Opening of Commercial Bid	The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible bidders.
10.	Bid document cost (non-refundable) Tender Fees	Nil
11.	EMD	Rs. 48,000/-
12.	Online Submission	As per the GeM Bid process
13.	Support details of Online Portal facilitator	Helpdesk-gem@gov.in 1800-419-3436; 1800-102-3436

The above dates are tentative and subject to change without any prior notice or intimation. Bidders should check website www.bgss.in & **GeM Portal** for any changes / addendums to the above dates and/or any other changes to this RFP. Bidders to confirm with Company the time & venue -1- day prior to any of the above scheduled events. All processes will be done electronically/online.

The services of selected Bidder can automatically be availed by Bank of Baroda and all its subsidiaries, basis terms

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and conditions of the requirement and in line with the cost identified for the said RFP.

1.8. Costs to be borne by bidders

All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of their responses to the RFP, including but not limited to attendance at meetings, discussions, presentations, demonstrations, etc. and providing any additional information required by the Company, will be borne entirely and exclusively by the Bidder and the Company shall not be liable for any costs and/or expenses in relation to responses to the RFP and/or shall not entertain any requests / representations regarding bearing/sharing of costs and /or expenses. The Bidder acknowledges and agrees to bear all financial obligations incurred in connection with their participation in the RFP process.

1.9. Legal Relationship

No binding legal relationship will exist between any of the Bidders and the Company until execution of a definitive legal agreement.

1.10. Right to Reject Bids

BGSSL reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the BGSSL in the matter. The bid is liable to be rejected if:

- a) Reserve the right to reject any or all proposals without providing a reason. This ensures flexibility in case none of the proposals meet your requirements
- b) It is not in conformity with the instructions mentioned in the RFP document.
- c) It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD), if applicable.
- d) It is not properly or duly signed by authorized signatories.
- e) It is received after the expiry of the due date and time.
- f) It is incomplete including non- furnishing the required documents. It is evasive or contains incorrect information.
- g) There is canvassing/lobbying/influence/cartelization, etc. of any kind.
- h) It is submitted anywhere other than the place mentioned in the RFP.
- i) Non-submission of required documents related to eligibility and evaluation criteria may result in disqualification of the proposal

BGSSL reserves the right to: -

- a) Extend the time for submission of all proposals.
- b) Cancel the RFP at any stage, without assigning any reason whatsoever.
- c) Revise any part of the tender documents by providing written addendum at any stage till the award of the contract.
- d) The BGSSL reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any shall be published on BGSSL's website only.

1.11. Technical Proposal Attention Items

- i. This RFP is not a contract offer. Receipt of a proposal neither commits BGSSL to award a contract to any Bidder, nor limits BGSSL's rights to negotiate with any Bidders, suppliers or contractors in BGSSL's best interest. BGSSL reserves the right to contract with any Bidder, supplier or contractor at its own discretion.
- ii. BGSSL reserves the right to request additional information necessary and pertinent to the project so as to assure the Bidder's ability and qualification to perform the contract.
- iii. Failure to answer any questions within stipulated timeline at any stage of this RFP may be considered non-responsive and the proposal may be disqualified.
- iv. For any ambiguity, omissions or unclear content in the RFP the Bidders should request BGSSL to clarify along with pre-bid queries within the time line mentioned in the "[A] Important Dates".
- v. For all technical details and relevant standards and specifications of this RFP that may not be stated in detail; Bidders should ensure and provide quality and industrial standard products to BGSSL.

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- vi. In case of any difference in the standards between this RFP and the Bidders' proposal, the higher standards shall prevail and be applicable.
- vii. Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the selected Bidders.
- viii. BGSSL reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. Any allowance for oversight, omission, error, or mistake by the selected Bidder made after receipt of the proposal will be at the sole discretion of BGSSL.

1.12. Disqualification

Any form of canvassing/lobbying/influence/cartelization, etc. by the Bidder may result in disqualification of such Bidder.

1.13. Information Confidentiality

All information contained in this RFP is strictly confidential. The Bidder shall not share this information with any other person/party not connected with responding to the RFP or even with other potential Bidders. The information contained in the RFP or subsequently provided to Bidder(s), whether verbally or in writing by or on behalf of Company shall be subject to the terms and conditions set out in the RFP and any other terms and conditions subject to which such information is provided.

1.14. Recipients' Obligation to Inform Itself

It is the Recipient's sole and whole responsibility to conduct all necessary investigation and analysis regarding any information contained in the document and the meaning and impact of that information. The Company shall not be held liable for any consequences arising from the Recipient's failure to diligently fulfill this obligation.

1.15. Evaluations of Offers

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document. The issuance of document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

1.16. Errors and Omissions

Each Recipient should notify the Company of any error, omission, or discrepancy found in this documents within 7 days from the date of issuance of this RFP. Every such notification should be communicated to the email address provided by the Company under Clause 1.7 i.e., Important Details (Schedule of Events, contact and communication details, etc.), of this RFP document.

1.17. Acceptance of Terms

The purpose of the RFP is to provide necessary information to the potential Bidders, who qualify and intend to submit their response to the RFP. Though the RFP has been prepared with sufficient care and diligence with an endeavor to provide all required information to the potential Bidders, Company acknowledges the fact that the potential Bidders may require more information than what has been provided in the RFP. Accordingly, in such cases, the potential Bidder(s) may seek additional information/clarification required from Company. Company reserves the right to provide such additional information/ clarification at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of Company, each Bidder may conduct their own study and analysis, as may be necessary, at their own cost and expense ensuring they adhere to the timelines mentioned in the RFP. No additional time will be provided to Bidders to undertake any analysis or study.

Company makes no representation or warranty and shall incur no liability, whatsoever, under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the RFP.

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Company may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information given in the RFP and specify additional user requirements or cancel the RFP at any time without assigning any reason thereof and without any notice.

While due care has been taken in the preparation of this document, Company will not be held responsible for any inaccuracy in the information provided herein. The recipient/potential bidders of the RFP must apply its judgment, care and conduct its own investigation and analysis regarding any information contained in the RFP document including but not limited to the scope of work, Deliverables and timelines, etc.

It is the Bidder's responsibility to:

A. Properly understand and examine the RFP.

B. Examine all other information available on reasonable inquiry relevant to the risks, contingencies and circumstances affecting its response;

C. Satisfy itself as to the completeness, correctness and sufficiency of its response;

The Bidder shall, by responding to the Company's RFP document, be deemed to have fully read, understood and accepted all the terms as stated in this RFP document.

1.18. Liabilities of the Company

The Company and its directors, officers, employees, contractors, representatives, agents, and advisors make no representations or warranty with regard to the - accuracy, reliability or completeness of this RFP Document. They disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) ("Losses") suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP Document or conduct ancillary to it whether or not the losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Company or any of its directors, officers, employees, contractors, representatives, agents, or advisors. The information contained in this RFP Document is selective and the Company may in its absolute discretion, but without being under any obligation to do so, update, modify, mend, or supplement or withdraw the information in this RFP Document.

This Invitation is not an offer by the Company, but an invitation for Bidders responses. No contractual obligation on behalf of the Company whatsoever shall arise from the invitation process unless and until a formal Purchase Order/Work Order is signed and executed by duly authorized officials of the Company and the selected/empaneled bidder (i.e., Vendor).

Willful misrepresentation of any fact within the Bid by the Bidders will lead to the cancellation of the definitive agreement, without prejudice to the other actions that the Company may take. All the submissions, including any accompanying documents, will become the exclusive property of Baroda Global Shared Services Ltd.

2. Requirements Summary

2.1. Intent

The Company is issuing this RFP document (hereinafter referred to as "the RFP" which expression shall include all attachments and annexures hereto as well as all amendments, addendums, modifications and alteration hereto) to prospective bidders (hereinafter referred to as "the Bidder") to enable them to participate in the competitive bidding for **RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28**. BGSSL intend to Appoint Internal Auditor as per the scope of work mentioned with terms and conditions mentioned in RFP as a whole.

BGSSL invites proposal from Bidders who are interested to participate in this RFP and able to fulfill the eligibility criteria mentioned under RFP whole and Appendices and Annexure A - Eligibility Criteria and in a position to comply with the technical requirements mentioned under Scope of Work. Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.

The Company at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

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The bidder will be required to be innovative, capable and would need to extend all their resources and services/goods in order to meet the expectation of the Company towards the desired results.

2.2. Tenure

The appointment of the selected internal audit firm shall be initially for a period of two financial years (i.e. FY 2026-27 & FY 2027-28) & renewable thereafter for one year on mutually agreed basis.

2.3. Language

The RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28 should be in English. However, it should have the capability to support certain communication templates in Hindi language. This capability shall be a part of standard offering of the RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28 including report printing by the Company users. The data in the database will be stored in English language.

3. Scope of Work

3.1. Project Scope :

Accounting and expense Control

1. To review that accounting entries are in accordance with Generally Acceptable Accounting Principles and as per policy of the company.
2. To review whether adequate internal controls exist to ensure that all purchases and expenses payments are properly authorized, made for bona fide purposes, processed in a timely manner, and accurately classified and recorded.
3. Verification of head of accounts of various transactions recorded in the books of accounts and check that no unauthorized head of accounts is operated and periodical review of accounts records.
4. To check Bank Ledgers and other accounting records are properly maintained.
5. To check that all invoices have been raised timely as per mandate/PSLA/MSLA.
6. To look into the compliance of previous audit objections raised (if any) and to verify or comment on the supporting documents/voucher submitted at later stage, to settle the audit qualifications in the Audit Report of this Assignment. (Specifically to be included in Quarterly audit reports on Audit observations pending, open, Closed of prior quarters)
7. To check that all payments and receipts has been reconciled with account statement receipt from Bank.

Procurement

1. To check that the procurement of Goods and services are strictly as per the Procurement Policy of the Company and as per all applicable guidelines and laws.
2. Review of all purchases/Expenses incurred without routing through PCM(If any)

Statutory Requirements

1. To review Tax Deduction at Source (TDS) compliance, ensuring that the Company regularly deducts and deposits tax on payments such as salaries, consultancy fees, professional fees, contractor payments, etc., and files the related returns within the prescribed timelines.
2. Review that the Company is issuing TDS certificates in correct form and in prescribed time.
3. To check Income Tax/Deferred Tax has been calculated correctly.
4. To check that all legal compliance is being followed, which includes timely deposit of GST TDS/TDS, EPF, ESI, Advance Tax, GST liabilities and any other statutory dues to relevant authority, and proper and timely filing of all statutory return/Revised returns.
5. To check and verify that eligible Input Tax Credit has been correctly taken in books of accounts.

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6. To check Status of Assessments before various tax authorities details of statutory disputes and cases pending before various authority with financial implications for treated as contingent in nature and provisioning in books of accounts.

Fixed Assets

1. To conduct the physical verification of fixed asset and submit the physical verification report.
2. To verify the method of charging Depreciation being followed by the company and provision for depreciation at year end.
3. Checking of procedures with regards to disposal of assets to ensure that adequate procedures exist for scrapping, condemning and the same is followed.

Assets and Liability

1. Review the ageing analysis of accounts receivable and payable to evaluate the effectiveness of monitoring practices and ensure timely communication to management for strengthened controls over collections and payments.
2. Assess the accuracy and appropriateness of classification between revenue expenditure and capital expenditure to ensure compliance with accounting standards and internal policies.
3. Identify prepaid expenses and verify their proper recognition, amortisation, and accounting treatment in accordance with applicable financial reporting requirements.

Internal Financial Controls over Financial Reporting (IFCR):

Perform a diagnostic review of existing internal financial control system from the management's perspective and to identify deficiencies, if any. Provide recommendations to mitigate such deficiencies.

Identifying significant accounts and mapping with business processes and sub-processes for identification of financial reporting risks (materiality, quantitative & qualitative judgment), Recommend on documentation guidelines and Advice on updating the IFCR Framework.

- a) Provide recommendations on ways that the BGSSL may address control weaknesses.
- b) Review of risk and control matrices including documentation of controls i.e., entity level controls, pervasive IT controls and process level controls.
- c) Any other activities/studies/reports if necessary, in connection with development

Perform Internal Financial control Audit as given in Scope of Work and submit the report giving recommendations on the ways that the BGSSL may address control weaknesses. The Auditors would be required to include their findings in their report.

Ledger Scrutiny

1. To conduct a quick ledger scrutiny and give comments on that.
2. To verify that all the accounting entries with respect to income, expenses, banks, journals, etc., are incorporated in the books of accounts.
3. Scrutiny of advances outstanding, Security Deposit and Sundry Creditor and Debtors.

Human Resources

1. To check the payroll processing as per HR Policy of the company.
2. To check the statutory liabilities related to HR are paid on time.
3. To check and verify the pay-outs including performance incentive and ensure the same is as per approved policies.
4. To check the internal controls & policies adherence.
5. To check labour law related compliances and its adherence.

Others:

1. Detect and report to the management of any fraudulent or suspicious activity within organization.
2. To review and check any other guidelines/instructions issued by the holding company from time to time.
3. To check that the activities and affairs of company are strictly in terms of MSLA with the parent company.

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4. To assess and report on issues or irregularities that may adversely affect the entity's sustainability and its ability to continue as a going concern.
5. To recommend specific, practical, and actionable Corrective Action Plans (CAPs) for all identified issues.
6. To ensure that all audit observations are solution-oriented and accompanied by a clearly defined CAP.
7. To review general policies/SOP/Board/ACM advisories/observations adherence.
8. To review ERP system/control review as per audit committee discussion.
9. Implement the annual internal audit plan, as approved, including as appropriate any special tasks or projects requested by management and the audit committee.

3.2. Periodicity of Audit

The internal audit of Gandhinagar location for the FY2026-27 & FY 2027-28 shall be on Monthly basis however the report submission on a quarterly basis.

Deliverable	Quarterly audit report with all observations & Quarterly presentation on high-risk observations to Audit committee.
The time limit for submission of deliverable	Within 15 days from the end of the quarter.
Resource/manpower Deployments	1 CA- 3yrs PQE- (once or twice a week) 1 Graduate/Semi Qualified/2 Article clerk -10 Days in a month.
The time limit for submission of audit plan:	Within 15 days from the date of commencement of the assignment.

3.3. Format of Reporting

The internal audit report shall contain necessary details as required by the management time to time.

3.4. Modus operandi of Internal Audit

The method adopted for the inspection of the units shall be clearly stated in the report. The percentage checks undertaken for inspection of the various areas of business operation, documents, and records shall also be specified in the report.

3.5. Method of Reporting

The auditors shall conduct internal inspections based on the data and records available at the accounting units. In the course of the audit, it is expected that all queries/doubts pertaining to any area shall be got settled at unit/Corporate based offices.

During the course of audit, if any major irregularities, frauds have been noticed, same may be reported immediately to the Management, Chief Risk Officer & Chief Vigilance Officer.

In general, report should comment on the lacuna observed in the systems and procedures and weak areas where internal control is need to be intensified. The report should also mention the method and way of working adopted by the units. The report should contain the major observations with examples of nonconformity. The report should also spell out the overall risk, the organization is carrying.

The internal audit report in compliance with the above should be submitted to the Gandhinagar office.

4. RFP Response Instructions

4.1. Rules for responding to the RFP

All responses received after the due date/time would be considered late and would be rejected. Bidder must furnish requirements as per the formats provided in the RFP document.

4.2. Price

- A. The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered. The date for opening of price bids would be communicated separately to the successful bidders post the completion of the technical evaluation
- B. The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the

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opening of the commercial bid.

- C. The prices quoted by the bidder shall be all inclusive, that is, inclusive of all taxes, duties; levies etc. Octroi /local entry tax / GST will be paid on actual on production of original receipt. There will be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- D. In case of any variation (upward or down ward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc. provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of Service tax, VAT and levies associated to Service Tax, VAT or any new taxes (other than excise, custom duties, other duties and associated government levies) introduced after the submission of bidder's proposal shall be passed on or adjusted to the Company. Local entry tax / GST and Octroi will be paid on actuals based on receipt provided. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, the company will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Local entry taxes / Octroi / GST whichever is applicable, if any, will be paid by BGSSL on production of relative invoices / payment receipts / documents. Necessary documentary evidence should be produced for having paid the customs / excise duty/ GST, sales tax, if applicable, and or other applicable levies
- E. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than VAT or GST & entry tax or Octroi and if the Company has to pay the same for any of the items or supplies made here under by the Bidder, for any reason including the delay or failure or inability of the Bidder to make payment for the same, the company has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Company shall adjust the amount out of the payments due to the Bidder from the Company along with the interest calculated at commercial rate
- F. Terms of payment as indicated in the Purchase Contract that will be issued by the company on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Company on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Company and that the Invoice would be governed by the terms contained in the Contract concluded between the Company and the bidder".

The Company will consider the Total Cost of Ownership (TCO) over a [Two year period]. –

- 1. The bidder will be required to submit commercial bids as part of the bid submission.** The Company would open commercial bids of technically qualified bidders in front of these bidders' representatives after the technical evaluation is completed.
- 2. Normalization of bids:** The Company will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that bidders are more or less on the same technical ground. After the normalization process, if the Company feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Company may at its discretion ask all the technically short- listed bidders to resubmit the technical bids once again for scrutiny. The Company can repeat this normalization process at every stage of technical and commercial submission or till the Company is satisfied. The bidders agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co- operation to the Company during this process. The bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.
- 3. The Price offer shall be on a fixed price basis.** Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:

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- I. The terms and conditions of the RFP and subsequent contract.
- II. The Bidder must provide and quote for the product and services as desired by the Company as mentioned in this RFP. Any products / services not proposed to be provided by the Bidder will result in the proposal being incomplete, which may lead to disqualification of the Bidder.

4.3. Bid Security and Performance Guarantee

I. Bid Security

- A. Bidders are required to submit an Earnest Money Deposit (EMD) for **Rs. 48,000/- (Rupees Forty Eight Thousand Only)** by way of RTGS/NEFT favoring BGSSL Bank's account or Bank Guarantee (The BG should be valid for 12 months from the date of submission of the bid. The format for submitting EMD in the form of BG is enclosed as per **Appendix-10**).

Account Name	Baroda Global Shared Services Ltd.
Account Number	29040200000658
Branch Name	Vidhan Sabha Branch ,Sector-11, Gandhinagar, Gujarat -382011
IFSC Code	BARBOVIDHAN (fifth character "ZERO")

- B. Separate mail should be sent to vendormgmt@bgss.in with UTR no. and UTR No to upload on online portal.
- C. Offers made without the Earnest Money Deposit will be rejected.
- D. The amount of Earnest Money Deposit would be forfeited in the following scenarios:
1. In case the Bidder withdraws the bid prior to validity period of the bid and after last date of submission of the bid for any reason whatsoever.
 2. In case the successful Bidder refuses to accept and sign contract within 1 month of issuance of contract order/letter of intent for any reason whatsoever; or
 3. In case the successful Bidder fails to provide the performance guarantee of 5% of contract value within 45 days from the date of issuance of Purchase Order by Company or signing of the contract, whichever is earlier, for any reason whatsoever, the EMD will be forfeited.
- E. EMD UTR no. to be shared separately.
- F. Unsuccessful Bidders who have not been shortlisted -Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity, whichever is earlier. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation would be returned within 15 days of declaration of result of first stage itself i.e. technical evaluation. No interest shall be paid on Bid security to any bidder.
- G. Successful Bidder – Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security.

Note: Exemption from submission of Application Money/Tender fees and Bid Security shall be given to bidders, who are Micro, Small Enterprises (MSE) / Startups. The bidders who are MSE have to submit necessary document issued by Ministry of MSME Government of India and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for Bid Security and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by Ministry of MSME Government of India / DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender document. MSE/Startup firms which are in the process of obtaining MSME / DIPP certificate will not be considered for Application Money and Bid Security exemption.

II. Performance Guarantee

- A. The successful bidder shall provide a Performance Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the specified format as provided by BGSSL to the extent of 5% of the total contract value of for the entire period of the 2 years contract plus 6 months and such other extended period as the Company may decide for due performance of the contractual obligations under this Internal Audit engagement. The guarantee should be of that of a Scheduled Commercial Bank only.
- B. In the event of non-performance of obligation or failure to meet the terms of this RFP the Company shall be

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entitled to invoke the performance guarantee without notice or right of demur to the bidder. Any amount pending for payment due to non-submission of deliverables, delays in completing audit assignments, or failure to meet service levels as defined in the contract set under the agreement or any other reason solely attributable to the bidder should be included in the remaining amount of the contract value.

- C. The Company reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- D. If the Performance guarantee is not submitted within the stipulated time, the Company reserves the right to cancel the order / contract and the earnest money deposit taken from the bidder, will be forfeited.
- E. In such cases wherein the Bidder fails to perform its Services or provide Goods in accordance to the terms defined under the Agreement, the BGSSL shall have discretionary and absolute right to invoke the Performance Bank Guarantee towards any penalty or losses occurred to the BGSSL. The project will be deemed complete only when it will be completed as per the requirements of the contract executed between Company and the selected bidder and the acceptance criteria defined in this document is met.

4.4. Others

- A. Responses to this RFP by the Bidders shall not constitute an obligation on the part of the Company to award a contract for any services or combination of services. Failure of the Company to select a Bidder shall not result in any claim whatsoever against the Company and the Company reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- B. By submitting a proposal, the Bidder agrees to promptly contract with Company for any work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Company within 45 days from the date of Purchase order herein will relieve Company of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Company.
- C. The terms and conditions as specified in the RFP, addenda and corrigenda issued by the Company thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Company, the Bidder may, in sole discretion of Company, be disqualified.
- D. The Bidder must strictly adhere to the delivery dates or lead times identified in their proposal including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the selected Bidder's performance. In the event that the Company is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates that Bidder will be responsible for any re-procurement costs suffered by the Company. The liability of re-procurement costs in such an event could be limited to the amount actually spent by Company for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.
- E. By submitting the bid, the Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all services supplied in response to this RFP shall meet the proposed **RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28** requirements of the Company. The Bidder shall be required to independently arrive at a Solution, which is suitable for the Company, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to Company. The Bidder also acknowledges that Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, Company expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Company in writing, shall form a part of the final contract.
- F. The Bidder shall represent that the proposed **RFP for Appointment of Internal Auditor for FY 2026-27 and**

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FY 2027-28 and its documentation and/or use of the same by Company shall not violate or infringe the rights of any third party or the laws or regulations under any governmental or judicial authority. The Bidder represents and agrees to obtain and maintain validity throughout the Contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations of the selected Bidder. The Bidder further agrees to inform and assist the Company for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Company for availing services from the selected Bidder.

- G.** All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.
- H.** The Bidder covenants and represents to Company, the following:
- i. It is duly incorporated, validly existing and in good standing under as per the laws of the jurisdiction of its incorporation.
 - ii. It has the corporate power, necessary licenses and permission and authority to perform its obligations hereunder and to execute appropriate contracts in terms of this RFP. The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
 - iii. The execution, delivery and performance under an Agreement by such Party:
 - Will not violate or contravene any provision of its documents of incorporation.
 - Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
 - iv. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
 - v. To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
 - vi. The selected Bidder shall undertake to provide appropriate manpower as well as other resources required, to execute the various tasks assigned as part of the project, from time to time. The Company has the right to interview any and all of the resources deputed by the selected bidder and only upon satisfaction will allow the resource to work on the project.
 - vii. All RFP response documents would become the property of the Company and the Company also would not return the bid documents to the Bidders.
 - viii. Company will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
 - ix. Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

4.5. Other RFP Requirements

1. Company reserves the right to cancel this RFP any time or at any stage without any reason / notice to the

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- bidder or change/add/modify any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Company's website.
2. Company reserves the right to extend the dates for submission of any and all responses to this document.
 3. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Company from time to time. Responses to inquiries and any other corrections and amendments will be distributed to all Bidders by fax or in electronic mail format.
 4. If there are conflicting points in the RFP, the Company reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder any time during the period of contract. No appeal will be entertained.
 5. Preliminary Scrutiny – Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Company may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Company reserves the right for such waivers and Company's decision in the matter will be final.
 6. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Company may, at its discretion, ask some or all Bidders for clarification of their offer. Company has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.
 7. No Commitment to Accept Lowest bid or any bid – Company shall be under no obligation to accept the lowest price bid or any other offer received in response to this RFP. Company will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations in respect of the rejection.
 8. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. Company may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP. Bids with eraser/over writing/cutting are liable to be rejected.
 9. Right to Alter requirements – Company reserves the right to alter the requirements specified in the RFP. Company also reserves the right to delete one or more items from the list of items specified in the RFP. Company will inform all Bidders about changes, if any. The Bidder agrees that Company has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities. The Company will have the right to increase or decrease any quantities in the bid and the unit/pro-rata rates would be applicable for such alterations in quantities till the period of the contract.
 10. Since some of the payment terms warrant monthly payouts from Company vis-à-vis SLA monitoring, it is to be noted that any such monthly payments will be released and penalties if any, as defined by SLAs, shall be adjusted in the payment for the last month. Balance penalties, if any shall be levied in the payment for the subsequent months.
 11. The Bidder shall perform its obligations under this RFP as an independent contractor and may engage subcontractors (with requisite prior permission from Company applicable, if any) to perform any of the deliverables or services. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Company and the Bidder or its employees, subcontractor; and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Company.
 12. Details of Sub-contracts, as applicable: If required by Company, selected Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that the selected bidder will not subcontract primary functions stipulated in this RFP and notwithstanding the use of subcontractors by the selected Bidder for purposes other than main functions, the selected Bidder shall be solely responsible for performance of all obligations under the RFP irrespective of the failure or inability of the subcontractor

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chosen by the selected Bidder to perform its obligations. The selected Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub- contractors.

13. The Bidder has to submit the escalation matrix up to the highest management authority of the Bidder the along with necessary contact details.
14. However, the selected Bidder shall install and commission the solution, in terms of this RFP, at locations designated by Company or at such Centers as Company may deem fit and the changes, if any, in the locations will be intimated to the Bidder.
15. The selected Bidder is responsible for managing the activities of its personnel or the personnel of its subcontractors/franchisees, if any, and will be accountable for both. The Bidder shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by Company. Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Bidder and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the Contract to be issued for this RFP. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the selected bidder, for any assignment under the contract to be issued for this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of the selected bidder shall be paid by selected bidder alone and Company shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of selected bidder's employee, agents, contractors, and subcontractors, etc. The selected bidder shall hold Company, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to Company through the action of selected bidder 's employees, agents, contractors, subcontractors etc. However, the selected bidder would be given an opportunity to be heard by Company prior to making of a decision in respect of such loss or damage.
16. Company shall inform the selected bidder of all known breaches and claims of indemnification and the selected bidder shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims. The written demand by Company as to the loss / damages mentioned above shall be final, conclusive and binding on the selected bidder and selected bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Company including but not limited and all costs and expenses, including, without limitation, reasonable attorneys' fees and court costs. In respect of demands levied by Company on the Bidder towards breaches, claims, etc. Company shall provide the selected bidder with details of such demand levied by Company. For the purposes of this clause, the indemnity may include but not limited to the areas mentioned, i.e., "claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected bidder to its employees, its agents, contractors and sub-contractors." However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP. The selected bidder's representative will be the point of contact for Company. The delivery, installation, configuration status of the project should be reported on a weekly basis.
17. In case of software supplied with the solution the selected bidder should ensure that the same is licensed and legally obtained with valid documentation made available to Company.
18. Technical inspection and performance evaluation – Company may choose to carry out a technical inspection/audit and performance evaluation of solution offered by the Bidders. The Bidder would permit Company or any person/persons appointed by Company to observe the technical and performance evaluation / benchmarks carried out by the Bidder. Any expenses (travel, stay, etc.) incurred for the same would be borne by the Company with prior approval of BGSSL.
19. The Bidder shall ensure that the solution provided and sized by the Bidder is capable of meeting Company's current and terminal year transaction and business volumes.

5. Additional Information

Selected bidder and/or its authorized service providers should have their own employees for execution of projects. However, selected bidder will be fully responsible for the services delivered. Company will not make any reference to them. In case of any deficiency in service, penalties will be to the selected Bidder's account.

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The selected bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of Company, nor seek to be treated as employees of Company for any purpose, including claims of entitlement to fringe benefits provided by Company, or for any kind of income or benefits. The selected bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the selected bidder will make all required payments and deposits of taxes in a timely manner.

5.1. Numbering of Pages

All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a seriatim along with proper index. The numbering shall be done separately for Eligibility Bid, Technical Bid and Commercial Bid, and not section-wise.

5.2. Authorized Signatory

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with BGSSL, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with BGSSL. The Bidder shall furnish proof of signature identification for above purposes as required by BGSSL.

5.3. Cost of Preparing the Bids

The cost of preparing the response to this RFP will be the responsibility of the Bidder and Company will not be liable for any cost incurred by the Bidder.

5.4. Clarification on RFP Document

- A. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all specifications/conditions/intent of RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28.
- B. The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries as per **Appendix 07 – Pre Bid Query Format** in writing to Company on or before the timeline prescribed in this RFP under “Schedule of activities and events”
- C. All clarifications/queries on the bid are to be in writing and are to be addressed to:
vendormgmt@bgss.in Pre-bid queries can be submitted in the format provided in Appendix 07 - Pre Bid query format on the following email-ids: vendormgmt@bgss.in

5.5. Normalization of bids:

Company may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if Company feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; Company may at its discretion ask all the technically Shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny.

The re-submissions can be requested by Company in the following two manners

- Incremental bid submissions in part of the requested clarifications by Company, OR
- Revised submissions of the entire bid in the whole

Company can repeat this normalization process at every stage of bid submission till Company is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to Company during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

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5.6. Validity of Bids

The bids shall remain valid for a period of 180 days from the last date of submission of bids. All responses including commercial and technical bids would be deemed to be irrevocable offers/proposals from the Bidders and shall, if accepted by Company, form part of the final contract between Company and the selected Bidder. Company may seek further extensions of the bid validity, if required.

5.7. Bidder's Quote/Offer

- I. Bidders are requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- II. The Bidder must furnish requirements as per the formats provided in the RFP document.
- III. While submitting the bid, the Bidder is required to comply with inter alia the following CVC guidelines detailed in Circular No. 03/01/12 (No. 12-02-6 CTE /SPI (I) 2 / 161730 dated 13.01.2012)

Commission has decided that in all cases of procurement, the following guidelines may be followed:

- In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

The Bidder is required to comply with inter alia the GFR guidelines against rule no. 144 - Fundamental principles of public buying (for all procurements including procurement of works).

The decision of the Company shall be final and binding in this regard.

Related Parties -

- In the following circumstances company will have discretion to reject the Proposal/ response or accept the Proposal/ response with some conditions stipulated by 'the Bank'.
- Proposal/Response submitted by holding company and its subsidiary
- Proposal/Responses submitted by companies having common director/s
- Proposal/ Responses submitted by partnership firms / LLPs having common partners
- Proposal/Responses submitted by companies having the same group of promoters/ management
- Any other proposal/ response in the sole discretion of the company is in the nature of multiple bids.

5.8. Integrity Pact

All bidder will be required to enter into an integrity pact on minimum Rs 300 Stamp paper with the Company or on a stamp paper of such other higher amount as may be prevalent in the state from where the bidder is executing the integrity pact as per the CVC guidelines in **Appendix 05**.

5.9. Submission of Bids

1. Bids must be submitted online through GeM Portal only.
No Submission shall be submitted in Hard copy.
2. The response should be submitted by the authorized person on or before the last date & time of submission mentioned in clause 1.7. If the last date of submission of RFP response is declared as a holiday for any reason, then the last date for submission of RFP response will fall on the next working day of the Company. The bids which are received after the scheduled date and time will be rejected by the Company.
3. The responses should not be submitted by post or by courier.
4. For all eligibility, technical and commercial bid, authorization letter as specified in **Appendix 03** and other mandatory documents, appendix, annexure as per mentioned in RFP, the Bidders are required to submit online only.
5. The bid should constitute two separate parts. The response should be organized and submitted in the online portal as required mandatory documents required in RFP.
6. All the submitted page/documents duly signed and stamp by Authorized person.

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7. Online Bid submission related query you may contact as per mentioned details in RFP clause 1.7 serial no.13.

Part I – Eligibility Bid & Technical Bid:

- I. The Eligibility Bid containing the response to eligibility requirements for services is to be uploaded in a separate section on online portal as mentioned in **Annexure A (with all necessary supporting)**.
- II. Covering letter certifying eligibility criteria compliance (eligibility criteria as defined in **Annexure A**)
- III. Letter with details of authorized signatories/Power of Attorney's in the name of the authorized signatories who can represent the Bidder/s with regard to the obligations under the RFP or contract.
- IV. Softcopy of duly filled up **Annexure A – Eligibility criteria compliance** including supporting credential letters/testimonials from relevant organizations or copies of documentation from clients or purchase order copies certifying compliance.
- V. The Bidder should also include the masked (without prices) commercial bid in the technical bid. The masked Indicative Commercial Bid which would be submitted as part of the Technical bid should contain "XX" instead of actual commercial value for ALL the corresponding commercial values. The Bidder must note that the masked commercial bid should be actual copy of the commercial bid submitted with prices masked and not the Pro-forma/format of the **Appendix 02 – Commercial Bid** in the RFP.
- VI. The soft copy of the technical proposal should be bound in such a way that the sections of the proposal can be segregated. Signed copy of the RFP, all annexure and appendices fully filled up need to be uploaded.

The Bidders have to note that the Eligibility & Technical Proposal must contain the following:

- A. Duly filled and signed Annexure – A by the authorized signatory with all respective relevant mandatory supporting documents.
- B. Masked copy of the Bidder's Appendix 02 – Commercial Bid duly masking the price details
- C. Duly signed authorizations letter as per Appendix 03 (enclose POA, Board resolution, etc.)
- D. Duly signed covering letter by the authorized signatory as per Appendix 04 – Bid undertaking letter
- E. Integrity Pact on Rs. 300 Stamp as per Appendix 05.
- F. Conformity letter as per Appendix 06.
- G. Bid Security declaration in case of MSE bidders applying as per Appendix 09.
- H. All Annexure and Appendix and its supporting as per mentioned in RFP.
- I. Mask Commercial Bid

Part II – Commercial Bid

- I. The bidder will be required to submit commercial bids as a part of the bid submission.
- II. The placement of soft copy of commercial bid in eligibility bid or technical bid envelopes/sections will make the bid liable for rejection/dis qualification. All the placement of relevant documents to be against their respective criteria.
- III. Post the commercial evaluation process the L1 or H1 bidder would be required to submit their final commercial as per Appendix 02 – Commercial Bid and other terms and conditions of the RFP on prices. In a nutshell, the commercial Bid details will need to be provided for all requirements of the Company to arrive at TCO of the solution.
- IV. It is the bidder's obligation to supply all the items within the ultimate sum that the company and the chosen bidder have agreed upon.

5.10. Overall Bid

1. The segregated envelopes containing Eligibility Bid, Technical Bid and Commercial Bid for the **RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28** shall be submitted in online portal as mentioned in **RFP clause no. 1.7**.
2. The Bidder shall take care to submit the Bid properly online so that the documents are clearly visible. The Bidder shall submit the bid in suitable capacity of the file such that the documents do not jumble up and Mix-up during scrutiny. The Bids, which are not uploaded in proper manner are also liable to be rejected.
3. The price schedule shall be submitted in commercial Bid only and not in technical or eligibility criteria or with any consolidated documents or otherwise.

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4. The Bidder while furnishing the cost under the above heads must furnish the split up cost particulars of all major components/line items under each head and no extra cost would be allowed
5. Further, the Bidder has to quote for all the components, while the components kept blank will be considered as zero cost.
6. Bids with Incorrect information are liable to be rejected.

5.11. Compliance Statement

All clauses, terms, conditions, specifications, and requirements of the tender documents shall apply in full. To ensure transparency and fairness, bidders are encouraged to raise queries or seek clarifications during the designated pre-bid meeting. Responses provided in the pre-bid meeting will form part of the tender in writing and shall be binding. After the pre-bid stage, submissions will be evaluated strictly on the basis of the tender requirements, and no further requests for changes or deviations can be considered.

5.12. Opening of Bids

1. Opening of Eligibility and Technical Bids

- A. Opening of eligibility and technical bids: - Since submission of bids are online, Technical & Eligibility documents will be opened by BGSSL and acknowledgment will be communicated to the participating bidders via email as mentioned in **clause 1.7 – Important Details**.
- B. The rejection or acceptance of the bid will be done only after evaluation at the discretion of Company.
- C. During evaluation of the eligibility and technical bids, Company may seek from the Bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the Bidder shall be in writing as and when requested by the company.
- D. After the evaluation of the eligibility bids Company will finalize the list of eligible bidders whose technical bid will be considered for the technical evaluation stage. The eligible bids will undergo a detailed technical evaluation as per the terms and conditions of this RFP.
- E. Company will announce the list of bidders who qualify technical evaluation and whose commercial bid will be considered for the commercial evaluation stage.
- F. The Bidders may note that no further notice will be given in this regard. Further, in case Company does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted on the next working day of the Company and bids will be opened at the same venue on the same day.
- G. Company however reserves the right to change the date & time of opening of Eligibility and Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by publishing on the Company's website for enabling them to be present during the Bid opening.

2. Opening of Commercial bid

- A. In case the Company decides to go for Open bid process for commercial evaluation, the commercial bids will be opened in front of the bidders after the technical evaluation is complete. The date of opening of commercial bids will be intimated to the Bidders who have been evaluated for Technical Bid.
- B. The evaluation of the Commercial Bids as per the RFP guidelines would be done subsequently.
- C. Post the completion of the detailed commercial evaluation the final ranking of the bidders would be announced According to the evaluation methodology mentioned in point No. 6. The selected bidder would not necessarily be lowest One.

5.13. Examination of Bids

1. Company will do preliminary examination of bids to know whether they are complete in all respects, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order. The Bidders have to note that
 - A. If there is any discrepancy between words and figures, the amounts in words will prevail.
 - B. If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.

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- C. If there is discrepancy between unit price and total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price shall be corrected by Company.
- D. If there is discrepancy in the total arrived at Commercial Bid, correct total will be arrived at by Company and the same will prevail over the total furnished in the Commercial Bid.
2. In the event the Bidder has omitted to quote for any line item in the commercial bid, Company would take the highest price quoted by any of the participating Bidders as the cost, for such for arriving at the TCO for the purpose of evaluation of the defaulting/deviating Bidders. However, the same shall be provided by the defaulting/deviating Bidder, in case selected at no cost to Company for the period of the contract.
3. Company ascertains and concludes that everything as mentioned in the RFP documents circulated to the Bidders and responded by the Bidders have been quoted for by the Bidders, and there will be no extra cost associated with the same other than the cost quoted by the Bidder.
4. In the event Company has not asked for any quotes for alternative prices, and the Bidder furnishes the alternative price in the Bidder's commercial bid, the higher of the prices will be taken for calculating and arriving at the TCO. However, payment by Company will be made at the lower price.
5. The **Appendix 02 – Commercial Bid** is an indicative list of items used for the purpose of Bidder evaluation through TCO. The avilment quoted by the Bidders in the **Appendix 02 – Commercial Bid** will be decided by Company based on the requirements from time to time during the period of the contract. The Bidder cannot compel Company to avail any or all the items quoted by them in **Appendix 02 – Commercial Bid**. However for the purpose of calculating of TCO, bid will be considered as fixed priced bid.
6. Company would like to expressly state that any assumptions, terms, conditions, deviations etc. which the Bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, terms, conditions, deviations etc. have been accepted by Company and communicated to the Bidder in writing. The Bidder at a later date cannot make any plea of having specified any assumptions, terms, conditions, deviations etc. in the Bidder's response to this RFP.
7. During the preliminary examination, Company will also verify whether the Bidder has responded in full to the RFP or whether it is partial or conditional. The bids that are incomplete or conditional are liable to be rejected.

6. Evaluation Methodology

During evaluation of the Tenders, the Company, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Company reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. BGSSL reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by BGSSL in the matter. The bid is liable to be rejected if it is not in conformity with the instructions mentioned in the RFP document. The decision of the Company shall be final and binding on all the bidders to this document and Company will not entertain any correspondence in this regard.

6.1. Eligibility Bid

Eligibility criterion for the Bidder to qualify this stage is clearly mentioned in RFP whole and appendices and Annexure A – Eligibility Criterion Compliance to this document. The bidder would need to provide supporting documents as part of the eligibility proof.

6.2. Evaluation Methodology for Eligible Bidder

After qualifying the eligibility criteria, the evaluation will be a two-stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation
- Weighted evaluation

The technical evaluation and the commercial evaluation shall have a weightage of 70% and 30% respectively and this weightage shall be considered for arriving at the successful bidder. The evaluation methodology vis-

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à-vis the weight- ages are as under:

6.3. Technical Bid Evaluation

The bidder needs to achieve a cut – off score of 70 marks in this evaluation stage to be qualified for commercial bid opening. Only those bidders who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are mentioned in Annexure A.

In case there is only one vendor having technical score of 70 or more, BGSSL may, at its sole discretion, also consider the next highest technical score and qualify such vendor. In case, none of the participating vendors qualify on technical criteria and reach or exceed the cut-off score of 70, then BGSSL, at its sole discretion, may qualify two vendors on the basis of the top 2 scores. However, BGSSL at its discretion may reject the proposal of the Vendor or will not consider vendor below cutoff marks by relaxing as mentioned above, if in BGSSL's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / Presentation are negative or the proposed solution does not meet BGSSL's functional and technical requirement.

6.4. Commercial Bid Evaluation

The bidder who achieves the required cut – off technical score as part of technical evaluation shall be qualified for commercial bid opening. The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 2 years. **The proposal of H1 bidder shall be recommended for award of contract.**

The Company may in its absolute discretion engage in discussion or negotiation with L1 bidder. The decision of the Company shall be final and binding on all the bidders to this document. The Company reserves the right to accept or reject an offer without assigning any reason whatsoever.

6.5. Weighted Evaluation

This will be Techno-commercial evaluation and accordingly the Technical evaluation will have 70% weightage, and Commercial Evaluation shall have 30% weightage. These weightages shall be taken into consideration for arriving at the Successful Firm. The evaluation methodologies vis-à-vis the weightages are as under:

Score will be calculated for all technically qualified firms using the following formula:

$$S = (T/T \text{ High} \times 70) + (C \text{ Low}/C \times 30)$$

Where:

S = Score of the Firm

T = Technical score of the Firm

T High = Highest Technical score among the Firms

C = Quote as provided by the Firm

C Low = Lowest Quote of C among the Firms

The Firm securing the highest score becomes the successful Firm

For example - There are three bidders A, B and C.

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in technical evaluation as 100. Technical score for other bidders (B, C, etc.) will be computed using the formula Marks of B/Marks of highest scorer A * 70

Similarly, Commercial Score of all technically cleared bidders will be arrived at taking the cost quoted by L1 bidder i.e., the lowest quote from all technically qualified bidder (say C) as 100. Marks for other bidders will be calculated using the formula:

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Commercial Score = Cost quoted by L1 bidder/Cost quoted by bidder * 30

A "Combined score will be arrived at, taking into account both marks scored through Technical Proposal evaluation and the nominal commercial quotes, with a weightage of **70% for the Technical Proposal** and **30% for the Commercial Proposal**. The combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest Combined Score

Sr No	Bidder	Technical Evaluation marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (out of 100)
1	A	75	71	$75/80*70 = 65.6$	$60/71*30 = 25.4$	$65.6 + 25.4 = 91.0$
2	B	80	65	$80/80*70 = 70.0$	$60/65*30 = 27.7$	$70.0 + 27.7 = 97.7$
3	C	70	60	$70/80*70 = 61.3$	$60/60*30 = 30.0$	$61.3 + 30.0 = 91.3$

In the above example, Bidder B with the highest score becomes the successful bidder

In case of more than one bidder with equal highest score (S) up to three decimal, then number of decimal will be increased.

The Company may in its absolute discretion engage in discussion or negotiation with H1 bidder. The decision of the Company shall be final and binding on all the bidders to this document. The Company reserves the right to accept or reject an offer without assigning any reason whatsoever.

The appointment of the selected vendor, shall be subject to approval by the Board.

7. Payment Terms

The bidder must accept the payment terms proposed by the Company. The commercial bid submitted by the bidder must be in conformity with the payment terms proposed by the Company. Any deviation from the proposed payment terms would not be accepted. The Company shall have the right to withhold or deduct any payment due to the selected bidder, in case of delays or defaults on the part of the selected bidder. Such withholding of payment shall not amount to a default on the part of the Company. If any of the items / activities as mentioned in the price bid is not taken up by the Company during the course of the assignment, the Company will not pay the professional fees quoted by the Bidder in the price bid against such activity / item.

1. The audit fee would be decided based upon the quote received from the Audit Firm selected for the Audit Assignment, as part of this application and assignment shall be awarded accordingly.
2. No out of pocket/travelling allowance/ halting allowance shall be paid to the audit firms for carrying out the assignment.
3. Payment to the auditors shall be subject to deduction of tax at source at appropriate rates then applicable.
4. All necessary certificates that need to be given as part of audit assignment shall be given by the audit firm without any additional certification fee.
5. The Audit fees once fixed shall remain the same throughout the tenure of the Auditor. The only exception may be in case of revision in the scope of audit. BGSSL decision will be final in this regard.
6. The fees shall become payable at the end of every quarter on presentation of undisputed invoices and audit report.

The audit firm shall adhere to the audit coverage strictly as per the scope as may be decided by Organization from time to time.

There shall be no escalation in the prices once the prices are fixed and agreed to by the BGSSL and the bidder. Payment will be released by the Company as per above payment terms on submission of relevant documents.

The BGSSL will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. Any dispute regarding the invoice will be communicated to the selected bidder within 15 days from the date of receipt of the invoice. After the dispute is resolved, BGSSL shall make payment within 30 days from the date the dispute stands resolved.

8. Terms & Conditions

8.1. General

- The Company expects the bidder to adhere to the terms of this RFP document and would not accept any deviations to the same.
- The company expects that the bidder appointed under this RFP Document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Company.
- Unless agreed to specifically by the Company in writing for any changes to the RFP document issued the bidder responses would not be incorporated automatically in the RFP document.
- Unless expressly overridden by the specific agreement to be entered into between the Company and the bidder, the RFP document shall be the governing document for arrangement between the Company and the selected bidder.

8.2. Indemnity

1. The Bidder shall, at its own expense, indemnify defend and hold harmless the Company, and shall always keep indemnified and hold the Company, its employees, personnel, officers, directors, representatives, agents and assigns (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees and expenses) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Company as a result of:
 - i. Company's authorized / bona fide use of the Deliverables and /or the Services provided by Bidder under the Agreement; and/or
 - ii. any act of commission or omission, fraud, negligence, or willful misconduct, breach on the part the Bidder and/or its employees, agents, sub-contractors in performance of the obligations under the Agreement; and/or any act of omission of statutory requirement and/or
 - iii. claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the company; and/or
 - iv. claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors, if any.
 - v. breach of any of the term of the Agreement or subsequent purchase order or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Bidder under the Agreement and subsequent purchase order; and/or
 - vi. any or all deliverables or services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - vii. breach of confidentiality obligations of the Bidder contained in the Agreement; and/or
 - viii. The acts, errors, representations, misrepresentations, willful misconduct or Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors under the Agreement.
 - ix. Loss of data due to Bidder provided Goods; and/or
 - x. Any deficiency in the services of the Bidder.
 - xi. Any transaction contemplated under the Agreement.
 - xii. The provisions of this Clause shall survive the termination of the Agreement.
2. The Bidder shall at its own cost and expenses defend or settle at all point of time any claim against the Company that the deliverables and services delivered or goods supplied or provided under the Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the deliverables, Goods supplied and services are used, sold or received, provided the Company notifies the Bidder in writing as soon as practicable when the Company becomes aware of the claim; and Cooperates with the Bidder in the defense and settlement of the claims.
3. However, (i) the Bidder shall take sole control of the defense and all related settlement negotiations (ii) the Company will provide the Bidder with the assistance, information and authority reasonably necessary to perform the above and (iii) the Company does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where the Company is required by any authority/regulator to make a comment/statement/representation.

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4. If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Bidder, after due inspection and testing and at no additional cost to the Company, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Company to continue the use of the software / equipment, as required by the Company as per the terms and conditions of the Agreement and to meet the service levels; or 3) refund to the Company the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the Company in the event of the failure of the Bidder to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Company.
5. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

8.3. Professional Liability

The Bidder is expected to carry out its assignment or services with due diligence and in accordance with the prevailing standards of the profession. The liability of the Bidder in case of its gross negligence, DPDP violation, fraud, non-compliance or willful misconduct shall be unlimited. The Bidder shall indemnify the Company against all actions, omissions, proceedings, claims, suits, damages, liquidated damages, consequential damages and any other expenses for causes attributable to the Bidder including any loss suffered on account of any breach of the terms and conditions of the subsequent contract or service level agreement. The Bidder shall be liable for the penalty to the extent of actual loss suffered by the Company or the total professional fee payable/ total contract value whichever is lower.

8.4. No liability

1. All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall company be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider. Bidder shall be solely be responsible for hiring of its Employees by way of following procedure of its own choice which may include but shall not be limited to conducting direct personal interviews, issuing job descriptions considering its needs, etc.; Bidder shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its Employees, sub-contractors and agents, including but not limited to Minimum Wages Act 1948, provident fund laws, Workmen's Compensation Act 1923, and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations;
2. Company shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder / Service Provider as part of this RFP or any subsequent Agreement.
3. Under no circumstances Company shall be liable to the Bidder / Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this project , even if Company has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business
4. The Parties hereto expressly agrees that the liability of the Company shall be limited to the extent of timely payment of undisputed invoices for the Services rendered by the Bidder.
5. The Selected Bidder's total liability under the said agreement shall be at actual loss and damage to reputation suffered by the Company.
6. However, Selected Bidder's liability in case of claims against the Company resulting from Willful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations or

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DPDP provisions shall be unlimited. Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this RFP or any subsequent agreement.

8.5. Extension of Contract Post Expiry

1. The Company desires to appoint the Bidder for a total period specified in the RFP, considering the effort and investments required in the arrangement. However, understanding the complexities of the entire arrangement, Company would like to safeguard the interests of all the entities involved in the arrangement. Therefore, the Company would like to have options to revisit the arrangements and terms of contract as well as to re-price the same (rates similar or less than existing arrangement) after the contract expiry, if necessary.
2. The Company expects the benefits from any unanticipated decrease in technology infrastructure costs, over the term of the contract due to reduction of prices, efficient use of IT infrastructure/reduction of statutory charges, etc. and operations management methods that yield more efficient operations, to be passed on through re-negotiation. No conflict between the Selected Bidder and the Company will cause cessation of services/goods.

8.6. Termination of Contract

In an event the Bidder is committing breach of any of the Clauses of the current RFP or any subsequent Agreement or making default, the Company shall be entitled, subject to other rights, measures and remedies available to it under this RFP or subsequent agreement and under the applicable laws from time to time, to terminate the Agreement and impose suitable penalty immediately without notice and without assigning any reason.

The Agreement may be terminated:

- a. By either party with 90 days' written notice for convenience; or
- b. The Company may terminate any subsequent Agreement with immediate effect in the event of any regulatory breach, data leakage, non-compliance with RBI or Bank of Baroda Group standards, or failure to rectify critical performance issues. Such termination shall remain in effect as per BGSSL sole Discretion.
- c. In case the Bidder fails to deploy enough manpower or fails to deliver any work within the time limit mentioned against each job assigned in the Scope of Work, the Company reserves the right to terminate the contract without giving further notice. In any other case, the Company can terminate the contract by giving 30 days' notice in writing without assigning any reason

The company, may at its discretion forthwith terminate your services in any of the following events:

1. Bidder's performance is found to be unsatisfactory or Bidder's inability to deliver assigned goals; or
2. Bidder is found negligent in its duties or in its failure to deliver on assigned goals; or
3. Bidder is guilty of serious misconduct, or
4. Bidder is in breach of obligations of confidentiality to the Company, or
5. While providing services, Bidder will Comply with instructions or regulations imposed by the Company or in breach of any terms and conditions of the contract with Company

Upon cessation, the Vendor shall:

- Transfer all data, system configurations, and related documentation securely to the Company.
- Cooperate for seamless service continuity during transition, for up to 60 days.
- Certify deletion of all Company data from its servers post transition.

Termination shall not affect accrued rights, confidentiality, or data security obligations, which shall survive post-termination.

In such circumstances wherein the Bidder breaches this RFP or any subsequent Agreement or stops rendering its Services or render the Services in a manner not satisfactory to the Company, the Company may at its sole discretion terminate the Agreement and assign the Services to some other Bidder of its choice and any expenses that the Company may incur, for assigning the Services to the new Bidder and such other expenses to make it enable to render Services in a manner that the Company may not suffer losses due to the aforementioned acts of the Bidder, shall be paid by the Bidder to the Company on demand made by the Company in writing.

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BGSSL shall have option to terminate / cancel this RFP at any stage without any prior notice. In following events BGSSL shall terminate this assignment or cancel any particular order if the Bidder:

- Breaches any of its obligations set forth in this assignment or any subsequent agreement and such breach is not cured within thirty (30) Working Days after BGSSL gives written notice; or
- Failure by the selected Bidder to provide BGSSL, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to BGSSL; or
- The progress regarding execution of the contract/ services/goods rendered by the Bidder is not as per the prescribed time line, and found to be unsatisfactory; or
- Supply of substandard materials/ services/goods; or
- Delay in delivery / installation / commissioning of services/goods; or

BGSSL may terminate this RFP or subsequent agreement on happening of following events:

- The vender unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vender and such appointment continues for a period of twenty one (21) days;
- The vender is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- Failure of the Bidder make good the situation within the remedy period
- The selected Bidder commits a breach of any of the terms and conditions of the RFP/ contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- Discrepancy in the quality of services/goods / security expected during the implementation, rollout and subsequent maintenance process.
- The vender becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances BGSSL reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving The selected Bidder at least 30 days prior notice in writing.

8.7. Other Rights or Remedies

Termination of the contract in whole or part is without prejudice to any other rights or remedies that either Party may have under the contract including the invocation of the performance guarantee by the Company, and does not affect any accrued rights or liabilities of either Party at the date of termination.

8.8. Effects of Termination

Notwithstanding termination of the contract in whole or in respect of any part of the Services for any reason, the contract continues in force to the extent necessary to give effect to those of its provisions which expressly or implicitly have effect after termination; and

Where Company terminates any Part of the Project, the parties shall continue to perform their respective obligations under the contract in connection with that portion of the Project in respect of which there has been no termination.

If BGSSL terminates or cancels the assignment on the default mentioned in the termination clause, in such case BGSSL reserves the right to get the balance contract executed by another party of its choice. In this event, the Bidder shall be bound to make good the additional expenditure, which BGSSL may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Tender and subsequent Agreement, BGSSL shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Tender and subsequent Agreement, BGSSL shall pay to Bidder, within thirty (30) days of such termination or expiry, of the following:

- a) All the undisputed fees outstanding till the date of termination;

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- b) The rights granted to Bidder shall immediately terminate;
- c) Upon BGSSL's request, with respect to (i) any agreements for maintenance, disaster recovery services/goods or other third-party services/goods, and any Deliverables not owned by the Bidder, being used by Bidder to provide the Services/goods and (ii) the assignable agreements, Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and Bidder Equipment to BGSSL and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- d) Upon BGSSL's request in writing, Bidder shall be under an obligation to transfer to BGSSL or its designee(s) the Deliverables being used by Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

8.9. Consequence of Termination

If Company terminates the contract in whole or in respect of any part of the Project in accordance with its terms, it will incur no liability to the selected bidder as a result of such termination, other than:

- The charges or any other amounts due to selected bidder up to the date of termination;
- Amounts payable for any Services already performed at the date of the termination;
- Amounts payable for Services yet to be performed but which the parties agree not to terminate after performance of those services; and

The selected bidder understands the scale, tenure and criticality of this Project and that it would require tremendous commitment of financial and technical resources for the same from the selected bidder for the tenure of this tender and subsequent Agreement/Contract. The parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of RFP and subsequent Agreement/Contract for any reason whatsoever would be a slow process over a period of six (6) months, after the completion of the notice period, if any, and only after completion of the selected bidder's obligations under a reverse transition mechanism. During this period of Reverse Transition, the selected bidder shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement/Contract and shall maintain the agreed Service levels.

Upon Company's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party applications/solutions, and any Deliverables not owned by the selected Bidder, being used by the selected Bidder to provide the Services and (ii) the assignable agreements, selected Bidder shall, use its reasonable commercial endeavors to transfer or assign such agreements and selected Bidder's equipment to Company and its designee(s) on commercially reasonable terms mutually acceptable to both parties.

Upon Company's request in writing, selected bidder shall be under an obligation to transfer to Company or its designee(s) the Deliverables being used by the selected bidder to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

As part of the reverse transition services, Company shall have the right, and selected bidder shall not object to or interfere with such right, to contract directly with any selected bidder's subcontractor.

Procedure for transition and migrating to the new appointed Bidder is as follows:

- Time frame for parallel run
- Skill transfer mechanism and in specific cases, the Loan management requirement
- Reverse Transition Plan
- Support for successful transition of resource to the new selected Bidder.

Reverse Transition Services are the services provided by selected bidder to Company during the reverse transition period which will start after completion of the three (3) months' notice period to facilitate an orderly transfer of the Services to Company or to an alternative third party service provider nominated by Company. Where Company elects to transfer responsibility for service delivery to multiple Bidders, Company will nominate a services provider who will be responsible for all dealings with such Bidders regarding the delivery of Reverse Transition Services.

8.10. Warranties

1. All the warranties held by or in the name of the selected bidder shall be assigned or transferred "As Is" in the name of the Company. The selected bidder shall execute any and all such documents as may be necessary in this regard.
2. The parties shall return confidential information and will sign-off and acknowledge the return of such

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confidential information.

3. Selected bidder shall provide all other services as may be agreed to by the parties in connection with the reverse transition services. However, in case any other services, in addition to the above are needed, the same shall be scoped and reasonably priced. Reverse transition services shall be charged based on selected bidder's then current time and materials rates.
4. The selected bidder recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the selected bidder agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the selected bidder under this tender and subsequent agreement, upon termination or expiration thereof, for any reason whatsoever.
5. Further, the Bidder represents and warrants the Company that:
 - a) It is an authorized business establishment and holds all the requisite permissions, licenses, authorities, approvals and sanctions to conduct its business and to enter into the present agreement with the Company so as to render the Services/goods as agreed in this RFP and the Bidder shall keep all such necessary permissions, licenses, approvals, etc. alive and active during the Term of this RFP or any subsequent Agreement.
 - b) It has requisite skills, manpower, resources, infrastructure and other necessary means and resources to enable the Bidder to render Services/goods to the Company in a manner satisfactory to the Company and it shall keep requisite skills, manpower, resources, infrastructure and other necessary means and resources available during the Term of this RFP or any subsequent Agreement.
 - c) It shall be the Bidder's sole responsibility to ensure compliance with every applicable existing and/or future laws of the Republic of India that may require any kind of compliance.
 - d) The Bidders shall be solely responsible for the quality, quantity, merchantability, guarantee, and warranties in respect of the Services/goods rendered to the Company.
 - e) The Bidder shall ensure that the Services/goods delivered are as per the satisfaction of the Company.
 - f) The Bidder warrants and represents that it has adequate rights under relevant laws including but not limited to various Intellectual Property Legislation(s) to enter into this RFP or any subsequent Agreement with the Company and perform the obligations contained herein and that it has not violated/ infringed any intellectual property rights of any third party.
 - g) The Bidder shall ensure not to carry out such act which may result into unlawful, illegal, objectionable, obscene, vulgar, opposed to public policy, prohibited or is in violation of intellectual property rights including but not limited to Trademark and copyright of any third party. Any such act of the Bidder may lead to termination of any subsequent Agreement and suspension of Services/goods with no prior notice to the Bidder.
 - h) It is an authorized business establishment and holds all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into the present agreement with the Company.
 - i) It is the Bidder's sole responsibility to ensure compliance with every applicable existing and/or future laws of the Republic of India that may require any kind of compliance.
 - j) It has adequate rights under relevant laws including but not limited to various Intellectual Property Legislation(s) to enter into this RFP or any subsequent Agreement with the Company and perform the obligations contained herein and that it has not violated/ infringed any intellectual property rights of any third party.
 - k) The Bidder shall maintain absolute integrity, follow a decent standard of business ethics.
 - l) The Bidder shall adhere to the timelines, prescribed by either the Company or any other competent authorities or any third party for the performance of Services/goods under this RFP or any subsequent Agreement, within which the Services/goods are to be rendered failing which the Company shall be entitled to penalize the Bidder in accordance to the terms of this RFP or any subsequent Agreement.
 - m) There are no known pending actions, suits or proceeding, existing, threatened, anticipated or pending against Bidder which may prejudicially affect the due performance or enforceability of this RFP or any subsequent Agreement or any obligation, act, omission or transactions contemplated hereunder, respectively.

8.11. Compliance with Laws

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1. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Company about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Company and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
2. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Company and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Company will give notice of any such claim or demand of liability within reasonable time to the Bidder.
3. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would cover damages, loss or liabilities suffered by the Company arising out of claims made by its customers and/or regulatory authorities.
4. Compliance with RBI Outsourcing Guidelines:
 - The Bidder shall comply with all applicable provisions of the RBI Directions on Managing Risks and Code of Conduct in Outsourcing of Financial Services, as amended from time to time.
 - The engagement shall not dilute the Company's accountability to its customers, regulators, or stakeholders. The Bidder acknowledges that outsourcing of internal audit activities does not transfer regulatory responsibility, which shall continue to vest with the Company.

8.12. Assignment

1. The selected bidder agrees that the selected bidder shall not be entitled to assign any or all of its rights and/or obligations under this tender and subsequent agreement to any entity including selected Bidder's affiliate without the prior written consent of the Company.
2. If the Company undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP/contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company and the Bidder under this RFP.

8.13. Insurance

Any losses or damages caused by the bidder or any of their representative on site/client premise, bidder will be liable to pay for the said losses. To prevent this will appreciate an insurance policy to be in place, which will be discussed with final shortlisted bidder. The Supplier shall maintain at all times during the Term of this RFP sufficient insurance covering all of its own property, employees, agents or personnel related to performing/providing the Services/Goods under this RFP.

8.14. Inspection of Records and Audit

All records of Bidder with respect to any matters covered under this RFP shall be made available to the Company or its designees at any time during normal business hours, as often as the Company deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Company would execute confidentiality agreement with the Bidder, provided that the Bidders would be permitted to submit their findings to the Company, which would be used by the Company. The scope of such audit would be limited to Service being covered under this RFP, subsequent Agreement, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. BGSS and its parent organization-Bank of Baroda (BOB) also reserve the right to conduct an audit regarding the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or Bank of Baroda (BOB) or

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persons authorized by it to access BGSS - Bidder transaction related documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which the Bidder will be liable to pay any charges/ penalty levied by RBI. BGSSL reserves right to ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.

8.15. Publicity

The Bidder shall not make any press releases or statements of any kind including advertising using the name or any service marks or trademarks of the Company regarding the contract or the transactions contemplated hereunder without the explicit written permission of the Company. The Bidder shall not, use the Company's name as a reference, without the express written permission of the Company first being obtained, and then only strictly in accordance with any limitations imposed in connection with providing such consent. The Company agrees not to use the Bidder's trade or service marks without the Bidder's prior written consent.

8.16. Solicitation of Employees

During the term of the Contract and for a period of two years after any expiration of the contract period/termination or cancellation of the Contract, both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and two year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and two year thereafter, neither party will cause nor permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who

1. Initiate discussions regarding such employment without any direct or indirect solicitation by the other party; or
2. Respond to any public advertisement placed by either party or its affiliates in a publication of general circulation

8.17. Visitorial Rights

The Company and its authorized representatives, including Reserve Bank of India (RBI) or Bank of Baroda (BOB) any other regulator shall have the right to visit any of the Selected Bidder's premises without prior Request for Proposal – Selection of notice to ensure that data provided by the Company is not misused. The selected bidder shall cooperate with the authorized representative/s of the Company and shall provide all information/documents required by the Company.

8.18. Monitoring and Audit

Compliance with security best practices may be subject to Monitoring and Audit or Inspection of Records by various periodic security audits performed by or on behalf of authorized representatives of BGSSL or Bank of Baroda (BOB) or Reserve Bank of India (RBI) or any governing authority. The periodicity of these audits will be decided at the discretion of the Company. These audits may include, but are not limited to, a review of: access and authorization procedures, physical security controls, backup and recovery procedures, security controls and program change controls. To the extent that the Company deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the selected bidder shall afford the Company's representatives access to the selected bidder's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The expenses and costs of such audit shall be borne by the selected vendor, which shall include but not limited to travelling expenses, accommodation and all other associated costs. The selected bidder must provide the Company access to various monitoring and performance measurement systems (both manual and automated). The Company has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval/notice to the selected bidder.

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8.19. Guarantees

1. Bidder shall guarantee that the Services/software/solution and allied components used to service the Company are licensed and legal.
2. The Bidder also undertakes to keep all the licenses in force till the expiry of the contract period by renewing them as and when necessary.

8.20. Force Majeure

1. The Selected Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if any 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. Each party shall within a week inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.
2. For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Selected Bidder and not involving the Selected Bidder's fault or negligence and not foreseeable. Such events may be due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake and fire, revolutions, civil commotion, floods, epidemics, quarantine restrictions, trade embargos, declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation. In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days.
3. Unless otherwise directed by the Company in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Company and the Selected Bidder shall hold consultations in an endeavor to find a solution to the problem.
5. Notwithstanding above, the decision of the Company shall be final and binding on the Selected Bidder.

8.21. Resolution of Disputes

1. The Company and the selected bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Company and the selected bidder, any disagreement or dispute arising between them under or in connection with the contract.
2. If the Company project manager and selected bidder's project manager are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the selected bidder and Company respectively.
3. If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the selected bidder and Company, the Company and the selected bidder have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution through formal arbitration.

8.22. Arbitration:-

1. Any dispute, controversy or claims arising out of or relating to this RFP, its validity, breach or termination thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
2. All questions, claims, disputes or differences arising under and out of, or in connection with the RFP/ subsequent contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the RFP/ subsequent contract shall be referred to arbitration by a sole Arbitrator to be appointed by the Parties.
3. The place of arbitration shall be at Gandhinagar.
4. The arbitral procedure shall be conducted in the English and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law.
5. The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall

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be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

6. The rights and obligations of the Parties under or pursuant to this Clause, including the arbitration clause in this RFP, shall be under the exclusive jurisdiction of the courts located at Gandhinagar only.
7. If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

8.23. Governing Law and Jurisdiction

This RFP and subsequent agreement with the Selected Bidders shall be governed and construed in accordance with the laws of India and courts in Gandhinagar, Gujarat will have the exclusive jurisdiction to determine the issues arising out of this RFP.

8.24. Corrupt and Fraudulent practice

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution.
3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Company and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition.
4. The Company reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The Company reserves the right to declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
6. The successful bidder will be required to enter into an integrity pact with the Company as per the CVC guidelines. The integrity pact is available on the CVC website.

8.25. Waiver

No failure or delay on the part of either party relating to the exercise of any right, power, privilege or remedy provided under this RFP or subsequent agreement/contract with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this RFP all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

8.26. Non-Exclusive

It is expressly understood and agreed by the Parties that the agreement will be a non-exclusive agreement. Nothing in the Agreement or RFP will be construed as creating any exclusive arrangement with the Bidder or as prohibit the Company from either acquiring similar, equal, or like goods and/or Services or from executing additional agreements with other entities or sources.

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8.27. Violation of Terms

The Company clarifies that the Company shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the bidders from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Company may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

8.28. Addition/Deletion of Qualified Offerings

1. Both parties agree that the intent of this RFP is to establish an initial set of service offerings. The Company recognizes that, as the use of these services expands, it is possible that additional services and/or service categories will be needed. Company may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules and request for re-negotiation based on change in order. The selected bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The selected bidder shall carry out such services as required by the Company. The terms of the contract would apply to such incremental deliverables and services.
2. The selected bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and the Company reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, the Company has the right to order as much as it wants at those rates. However, this excludes the hardware to be provided by the Bidder at their cost due to under sizing.
3. The Company is under no obligation to honor such requests to add service categories or amend this contract.
4. As a method for reviewing selected bidder's services and Company requirements, the Company will sponsor regular reviews to allow an exchange of requirements and opportunities.
5. All quantities mentioned in this RFP are indicative. The quantities of components to be procured as part of this RFP can be varied by the Company. This also includes the right to modify the number of source systems, targets, reports & statements, dash boards, score cards, concurrent users etc.

8.29. Service Level Agreement and Non-Disclosure Agreement

The selected Bidder shall execute:

- a) **Service Level Agreement (SLA)**, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Company.
- b) **Non-Disclosure Agreement (NDA)**, the selected Bidder shall execute the SLA and NDA within two months the date of acceptance of letter of appointment or as intimated by the Company.

The stamp duty or any other associated charges to execute the above mentioned document shall be borne by the successful bidder.

The Bidder acknowledges that all clauses related to liability, penalty, turnaround time, performance etc. will be included in the Service Level Agreement (SLA). The Bidder is advised to carefully review these terms before submitting the bid. Please note that the SLA, which will be executed with the selected Bidder or bidder at a later stage, shall align with the clauses, liabilities, and obligations stated in this document

8.30. Liquidated Damages and Penalty

1. Except in cases where the circumstances are beyond the control of the Bidder, the BGSSL may levy a penalty in case of errors including but not limited to fraud, unreasonable delay, operational delay, negligence, data breach or otherwise by the Vendor or its personal, as a result of fraud or otherwise, by the Bidder or its personnel. The same will be based on defect definitions, defect charge criteria and associated charges as may be mutually agreed upon in writing from time to time.
2. The Selected Bidder will be liable to pay a penalty of 1% of one month's charges paid to the Selected Bidder or charges as may be mentioned in the Schedule to the delivery/work order /agreement (whichever is higher) under the Agreement if the Bidder fails to render the services/ goods in accordance to the provisions of the Agreement signed between the selected Bidder and the BGSS.

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3. The penalties and liquidated damages may be waived off in case the delay is for reasons attributable to BGSSL and Force Majeure. However, it shall be the responsibility of the Bidder to prove that the delay is attributed to BGSSL and Force Majeure. The Company may deduct the amount of penalty out of the payment to be made to the Bidder's fee.
4. If the Service Provider fails to perform its obligations as per the Agreement, then BGSSL reserves the right to get the balance work executed by another service provider as per the choice of BGSSL and successful bidder shall be liable to bear the expenditure which the company may incur for the execution of balance work and its completion.
5. Since some of the payment terms warrant monthly/quarterly payouts from Company vis-à-vis SLA monitoring, it is to be noted that any such monthly/quarterly payments will be released and penalties if any, as defined by SLAs, shall be adjusted in the payment for the last month. Balance penalties, if any shall be levied in the payment for the subsequent months.
6. BGSSL reserves a right to impose penalty for the reputational loss on account of business disruption if the successful bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. BGSSL reserves the right to assess the amount of penalty in the manner as it deems fit and the said amount can be deducted from the amount payable to the successful bidder against its services. **Any Deviation/ non-adhering with service level standards may attract penalty as per provisions stipulated in Service Levels.** In the event of any demand/fines/penalty made by any of the authorities on BGSSL (i.e. Legal, statutory, regulatory, Data protection related etc.) in respect of the conduct/actions taken by the bidder/their employees/laborers', the BGSSL will be entitled to recover the said amounts from the bills / amount payable or from the performance guarantee and also take appropriate action against said persons of bidder/bidder for their misconduct, if any.

8.31. Set Off

Without prejudice to other rights and remedies available to the company it shall be entitled to earmark, set-off or adjust any amounts due to the company, under any clause of the RFP, from the selected bidder Provider against payments due and payable by the company to the selected bidder/Service Provider for the services rendered.

The provisions of this Clause shall override all other clauses and shall survive the termination of this RFP or any subsequent Agreement.

The selected Bidder/Service Provider shall not have the right to contest or dispute the Company's decision to exercise set-off, and such decision shall be final and binding.

8.32. Information Ownership

All information processed, stored, or transmitted by equipment belongs to the Company. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information or any kind of ownership over the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

8.33. Sensitive Information

Any information considered sensitive must be protected by the selected bidder from unauthorized disclosure, modification or access. In the event of any security incidents, the selected bidder shall promptly notify the Company, provide a detailed incident report, and take immediate corrective actions to rectify and prevent further breaches. Additionally, the selected bidder shall indemnify the Company against any losses, liabilities, or damages arising from the mishandling, unauthorized disclosure, or improper access to sensitive information by the Bidder or its representatives.

Types of sensitive information that will be found on Company's systems the selected bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

8.34. Privacy and Security Safeguards

1. The selected bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this

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contract or existing at any Company location. The selected bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Company data and sensitive application software & data. The selected bidder shall also ensure that all sub-contractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Company location.

2. The Bidder shall ensure that it remain compliant with Data Protection Laws of India including but not limited to Digital Personal Data Protection Act, 2023 of India.
3. As may be amended from time to time and shall keep and retain all the data including but not limited to Confidential Information on the servers located within the territory of India.
4. In such circumstances wherein the bidder becomes non-compliant at to the Data Protection Laws as agreed under sub-clause (b) hereinabove, the bidder shall be liable with the penalties as set forth in the applicable laws from time to time.
5. Any breach of this confidentiality obligation shall be considered a material breach of contract, and the company reserves the right to terminate the agreement with the selected bidder. Additionally, the selected bidder shall be liable for any damages, losses, or legal consequences arising from such unauthorized disclosures.

8.35. Data Security and Protection

- a) The Service Provider shall comply at all times with all applicable data protection and information security laws, including but not limited to the Information Technology Act, 2000, Information Technology (Reasonable security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, The Digital Personal Data Protection Act, 2023 (DPDP Act) and any other applicable laws or sectoral regulations governing personal, employee or other data.
- b) The Service Provider shall process data solely under the documented instructions of BGSSL.
- c) The Service Provider shall provide all necessary cooperation/permission to enable BGSSL to meet its legal obligations under the DPDP Act, including but not limited to consent management, data subject rights requests, and data breach reporting.
- d) The Service Provider shall be responsible for obtaining valid consent from employees / persons whose data is used, under the DPDP Act prior to any collection of use of their personal data, if required.
- e) The Service Provider shall implement reasonable security safeguards as mandated under section 8(5) of the DPDP Act to prevent unauthorized processing, access, disclosure, alteration, or loss of personal data.
- f) In the event of any personal data breach or unauthorized disclosure, the Service Provider shall: -
 1. Notify BGSSL in writing within twenty four (24) hours or becoming aware of the incident;
 2. Furnish a comprehensive report within forty-eight (48) hours detailing the breach, impact and remedial measures taken; and
 3. Fully cooperate with BGSSL reporting the breach to the Data Protection Board of India, if required under section 8(6) of the DPDP Act.
 4. The Service Provider shall bear all costs associated with remediation, notification, and mitigation of such breaches arising due to its negligence or non-compliance at actuals.
- g) As a data processor under the DPDP Act, the Service Provider shall:
 - 1) Process data only on lawful and documented instructions from the BGSSL
 - 2) Assist the BGSSL in enabling data principal rights (such as access, correction, or erasure requests); and
 - 3) Delete or return all Data to the BGSSL upon termination or completion of services, unless otherwise required by law.
- h) The Service Provider shall not engage any sub-processor for data handling without the prior written consent of BGSSL, its employee and person whose data is used. Where approved, the Service Provider shall ensure the sub-processor is contractually bound by obligations no less stringent than those imposed under this agreement and the DPDP Act. The Service Provider shall remain fully liable to the BGSSL for the performance of all such sub-processors.
- i) Any breach of the obligations contained in this clause shall constitute a material breach of the Agreement.

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The Service Provider shall indemnify and hold harmless the BGSSL from and against all penalties, damages, or liabilities imposed by the Data Protection Board of India or any other authority, and any losses arising from such breach at actuals without any limitation.

- j) The Service Provider shall provide relevant records, certifications, and evidence of compliance with the DPDP Act upon request. If non-compliance is detected, the Service Provider shall remedy it within fifteen (15) business days of written notice.
- k) The obligations under this clause, including those arising under the Digital Personal Data Protection Act, 2023, shall survive termination or expiry of this agreement indefinitely, so long as the Service Provider retains any Data or confidential information.
- l) The Service Provider shall ensure that the software is developed, maintained, and regularly updated in accordance with applicable data protection laws and regulatory requirements. Where consent is mandated by law, the Service Provider shall obtain prior written consent from the relevant party—either the employee or person whose data is used or BGSSL, as applicable.
- m) In the event of any non-compliance with statutory, regulatory, or legal obligations—including but not limited to data protection norms—the Service Provider shall be solely liable for any resulting breach, and shall indemnify BGSSL against all claims, losses, damages, penalty or liability arising therefrom.

8.36. Confidentiality

- A. “Confidential Information” means any and all information that is or has been received by the selected bidder (“Receiving Party”) from the Company (“Disclosing Party”) and that relates to the Disclosing Party; and is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- B. The Parties acknowledge that the existence and the terms of this RFP and any oral or written information exchanged between the Parties in connection with the preparation and performance of this RFP are regarded as “Confidential Information”. Each Party shall maintain confidentiality of all such information and without obtaining the written consent of the other Party, it shall not disclose any relevant Confidential Information to any third parties, except for the information that:
- C. Is or will be in the public domain (other than through the receiving Party’s unauthorized disclosure); or
- D. Is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the Court or other government authorities; or
- E. Is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the Services contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the staff members or agencies hired by any Party shall be deemed disclosure of such Confidential Information by such Party, which Party shall be held liable for breach of this RFP or any subsequent Agreement. This clause shall survive the termination of this RFP or any subsequent Agreement for any reason. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, drawings, designs, specifications, graphs, layouts, plans, charts, studies, memoranda or other documents, or materials relating to the licensed software, the modules, the program documentation, the source codes, the object codes and all enhancements and updates, services/goods, systems processes, ideas, concepts, formulas, methods, know how, trade secrets, designs, research, inventions, techniques, processes, algorithms, schematics, testing procedures, software design and architecture, computer code, internal documentation, design and function specifications, product requirements, problem reports, analysis and performance information, business affairs, projects, technology, finances (including revenue projections, cost summaries, pricing formula), clientele, markets, marketing and sales programs, client and customer data, appraisal mechanisms, planning processes, etc. or any existing or future plans, forecasts or strategies in respect thereof.
- F. “Confidential Materials” shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents and computer disks or tapes, whether machine or user readable. Information disclosed pursuant to this clause will be subject to confidentiality forever.

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- G. Nothing contained in this clause shall limit the selected bidder from providing similar services/goods to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services/goods contemplated under this clause, provided further that the selected bidder shall at no point use the Company's confidential information or Intellectual property.
- H. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not use or disclose the Company's confidential information or IPR, without obtaining the written consent of the Company.
- I. Unauthorized disclosure of confidential information may cause irreparable harm; the disclosing party may seek injunctive relief, specific performance, or any other equitable remedy, in addition to monetary damages.

8.37. Disclosing Party

- A. The Disclosing Party shall disclose, transmit, reproduce or make available any such Confidential Information and materials to any person, firm, company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the solution provided as a part of the RFP/ Contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or
- B. Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- C. In maintaining confidentiality hereunder, the Receiving Party on receiving the Confidential Information and materials agrees and warrants that it shall:
 - i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
 - ii. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
 - iii. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
 - iv. Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such information and materials, in whatsoever form, including any and all copies thereof.
- D. The Receiving Party who receives the Confidential Information and Materials agrees that on receipt of a written demand from the Disclosing Party, immediately return all written Confidential Information, Confidential Materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control
- E. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party
- F. So far as it is practicable to do so, immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control
- G. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries, the requirements of this paragraph have been fully complied with
- H. The rights in and to the data/information residing at the Company's premises, even in the event of disputes

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shall at all times solely vest with the Company

- I. The Bidder represents and agrees that during the term of this RFP and subsequent contract, the Company shall not be responsible for any loss/damage (including malfunctioning or non-functioning of Deliverables) caused to the Deliverables for any reason, unless such loss/damage (including malfunctioning or non-functioning of Deliverables) is caused due to the willful act or gross willful misconduct of the Company or any of its personnel as certified jointly by the Company and Selected bidder. In such an event, the selected bidder shall promptly repair and/or replace the non- performing Deliverable with a suitable replacement, if required, without affecting the service level standards in this RFP.
- J. The restrictions in the preceding clause shall not apply to:
 - i. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same
 - ii. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- K. The Confidential Information and Materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document or subsequent agreement
- L. Confidential Information is any and all proprietary information disclosed by one party to the other. Confidential Information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Company's data values stored in computers will be considered Confidential Information whether or not marked as such.
- M. The selected bidder shall also undertake to keep confidential all information (written or oral) concerning all facts of the business of the Company, which has been obtained or understood during the course of the assignment.

The confidentiality obligations shall survive the expiry or termination of the agreement/contract between the Selected Bidder and the Company.

8.38. Advancements

The selected bidder shall take reasonable and suitable action, considering economic circumstances, at mutually agreed increase/decrease in charges, and the Service Levels, to provide the Services/goods to the Company at a level that will enable the Company to take advantage of advancement in the industry from time to time.

8.39. Covenants for Data Protection

- A. The Service Provider shall process all personal data or confidential information received from and on behalf of BGSSL pertaining to BGSSL, BGSSL's customers or any third parties strictly in accordance with applicable Indian data protection laws, including but not limited to the Digital Personal Data Protection Act 2023, the Digital Personal Data Protection Rules, 2025, the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 and RBI regulations in force from time to time.
- B. The Service Provider shall use the data pertaining to BGSSL, BGSSL's customers or any third parties which BGSSL has provided to the Service Provider only for the purposes explicitly set out in fulfilling the objective of scope of works and shall not retain such data longer than necessary for the fulfilment of contractual obligations, unless required otherwise by law.
- C. The Service Provider shall take all reasonable security safeguards to prevent personal data breach which shall inter-alia include-

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1. Appropriate data security measures, such as securing personal data through encryption, obfuscation, masking or the use of virtual tokens mapped to that personal data.
 2. Appropriate measures to control access to the computer resources used by Service Provider.
 3. Visibility on the accessing of such personal data, through appropriate logs, monitoring and review, for enabling detection of unauthorized access, its investigation and remediation to prevent recurrence.
 4. Reasonable measures for continued processing in the event of confidentiality, integrity or availability of such personal data being compromised because of destruction or loss of access to personal data or otherwise, such as by way of data-backups.
 5. For enabling the detection of unauthorized access, its investigation, remediation to prevent recurrence and continued processing in the event of such a compromise, retain such logs and personal data for a period of one year, unless compliance with any law for the time being in force requires otherwise.
 6. Appropriate provision in the contract entered between Service Provider and any of its sub-agent/sub-contractor, wherever such sub-agency or sub-contracting is permitted in writing by BGSSL, for taking reasonable security safeguards; and
 7. Appropriate technical and organizational measures to ensure effective observance of security safeguards.
- D. The Service Provider shall promptly intimate the BGSSL regarding any actual or suspected personal data breach (if any) and cooperate in all required remediation and reporting actions. The Service Provider shall send intimation to BGSSL under this sub-clause only by sending an intimation to the designated electronic mail address DPO@bgss.in . This email address shall serve as the exclusive channel for reporting personal data breaches or suspected cases of personal data breach, independent of any other single point of contact or communication channel specified elsewhere in this Agreement for other operational or contractual purposes. Any intimation made to a different contact or by different mode shall not be deemed as valid notice/intimation of a personal data breach under this Agreement. Intimation under this clause shall include-
1. A description of the breach, including its nature, extent and the timing of its occurrence.
 2. The consequences relevant to BGSSL, BGSSL's customers or third parties whose data has been shared by BGSSL with the Service Provider, that are likely to arise from the breach.
 3. The measures implemented and being implemented by the Service Provider, if any, to mitigate risk.
 4. The safety measures that Service Provider may take to protect interests of BGSSL as well as Data Principle; and
 5. Business contact information of a person who can respond on behalf of the Service Provider, to queries, if any, of the BGSSL.
- E. Upon termination of this agreement, at the BGSSL's instructions, the Service Provider shall return or securely delete all data pertaining to BGSSL, BGSSL's customers or any third parties which BGSSL has provided to the Service Provider and after deletion of same, provide a written confirmation to BGSSL.
- F. The Service Provider shall ensure that all personnel handling BGSSL data pertaining to BGSSL, BGSSL's/Bank of Baroda's customers or any third parties are bound by confidentiality and data protection obligations at least as protective as those set forth in this agreement.
- G. The BGSSL reserves the right to conduct periodic audits of Service Provider's in compliance with data protection requirements under this agreement.
- H. BGSSL shall have the right to obtain and analyze Service Provider's latest Internet Security audit report, external validations of data security measures and BCM activity report.
- I. BGSSL shall have the right to conduct verification of IT security measures and cyber security measures adopted by the Service Provider.
- J. Including but not limited to indemnity clauses mentioned in Principal agreement, BGSSL may claim indemnity for any sort of data breach due to any act/omission of Service Provider, including but not limited to penalty, liability and data breach obligations.
- K. The Service Provider shall strictly follow the provisions of "THE DIGITAL PERSONAL DATA PROTECTION ACT, 2023" from its effective date as per the relevant notification of Government of India in the Official Gazette at any point of time in future during the currency of this agreement.
- L. The Service Provider shall immediately furnish any information requested by BGSSL which BGSSL is bound to submit to Central Government in compliance with Rule-23 of the Digital Personal Data Protection Rules 2025

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or in accordance with any other law for time being in force.

- M. The Service Provider shall immediately furnish any information requested by BGSSL which BGSSL is bound to submit to Central Government in compliance with Rule 23 of the Digital Personal Data Protection Rules 2025 or in accordance with any other law for time being in force.
- N. For purposes of this clause
1. "Data" means a representation of information, facts, concepts, opinions or instructions in a manner suitable for communication, interpretation or processing by human beings or by automated means.
 2. "Personal data" means any data about an individual who is identifiable by or in relation to such data.
 3. "Computer resource" shall have the same meaning as is assigned to it in Information Technology Act, 2000 (21 of 2000).
 4. "Personal data breach" means any unauthorized processing of personal data or accidental disclosure, acquisition, sharing, use, alteration, destruction or loss of access to personal data that compromises the confidentiality, integrity or availability of personal data.

8.40. Intellectual Property Rights

1. The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP.
2. The Bidder and the Company each acknowledge that performance of this RFP or any subsequent Agreement, may result in the discovery, creation or development of inventions, methods, techniques, improvements, software designs, computer programs, strategies, data and other original works of authorship (collectively, the "Work Results").
3. Title to all Work Results and discoveries made by the Bidder resulting from the Work performed as per this RFP shall reside in the Bidder.
4. Title to all Work Results made jointly by the Company and the Bidder, on the basis of the joint efforts recorded in writing from the work performed or Services rendered under this RFP whether at the request of the Company or not shall reside jointly in the Company and the Bidder.
5. The Bidder shall in no manner shall use the Intellectual Property Rights i.e., Trademarks, Copyrights, name of the Company, etc. of the Company in any advertisement or other promotional activities without prior written confirmation from the Company. Such failure on the part of Bidder shall be deemed to be a Default made by the Bidder and be treated in accordance to the terms of this RFP.
6. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

8.41. Business Continuity and Exit Management

1. The Bidder shall maintain a robust Business Continuity Plan (BCP) to ensure uninterrupted services.
2. The Bidder shall support an orderly transition of services upon termination or expiry of the contract, including transfer of knowledge, documents, and data to the Company or another service provider without disruption.
3. The Company shall retain the right to bring the services in-house at any time.

8.42. Independence, Conflict of Interest and Prohibited Services:

The Internal Auditor shall be independent of BGSSL and the Bank in fact and appearance and shall at all times comply with all applicable regulatory, professional, and ethical requirements relating to independence. The Auditor confirms that neither it nor its affiliates, partners, directors, employees are, or during the term of this engagement shall be, engaged in providing any consulting, advisory, tax, implementation, or other non-audit services to BGSSL and/or the Bank which may impair, or be perceived to impair, the Auditor's independence.

The Auditor shall not undertake audit of any activity, process, system, product, or framework which it has designed, developed, implemented, or materially influenced, whether directly or indirectly.

Further, the Auditor hereby declares that no conflict of interest exists, including any financial, business, personal, or other relationship with the Board, key management personnel, or senior management of BGSSL and/or the Bank, and undertakes to promptly disclose any actual or potential conflict arising during the tenure of the engagement. Any breach of this clause shall constitute a material breach of the agreement and shall entitle BGSSL/the Bank to immediate termination without prejudice to other rights and remedies.

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8.43. Grievance Redressal

Any Bidder who claims to have a grievance against a decision or action with regards to the provisions of this RFP may file a request at cmu@bgss.in it may please be noted that the grievance can be filed by only that Bidder who has participated in Procurement proceedings in accordance with the provisions of this RFP.

9. Annexures & Appendices

Annexure A	Eligibility Cum Technical Criteria
Appendix 01	Self-Declaration on Detailed Scope of work
Appendix 02	Commercial Bid
Appendix 03	Authorization letter format for bid opening
Appendix 04	Bid Undertaking Letter
Appendix 05	Pre Contract Integrity Pact
Appendix 06	Conformity letter
Appendix 07	Pre Bid query format
Appendix 08	Experience Details
Appendix 09	Bid Declaration Certificate (for MSME / Startup registered Bidders)
Appendix-10	Bank Guarantee format for EMD

(On Bidder's Company Letter Head)

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10. ANNEXURE A – ELIGIBILITY CRITERIA (on Company Letterhead)
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The purpose of this clause is for bidders to provide information to demonstrate to Baroda Global Shared Services Ltd. that their services are offered to satisfy Company's requirements. The bidder should also demonstrate that it has the financial organizational infrastructure to fulfil the fundamental requirements set out in this RFP. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria may not receive further consideration during the evaluation process. A complete listing of the specific bid evaluation criteria is given below (Filling all the details - mandatory):-

A. Bidder's Profile
RFP Reference no:

Sr. No.	Particulars	Response from the bidder			
1.	Name of the bidder				
2.	Year of establishment and constitution				
3.	Location of Registered office /Corporate office and address				
4.	Mailing address of the bidder				
5.	Name of the Proprietor/Partners/Directors of the Bidders/Firm.				
6.	Names and designations of the person authorized to make commitments to Baroda Global Shared Services Ltd.				
7.	Telephone number of contact person.				
8.	E-mail addresses of contact person.				
9.	Financial of the Bidder/Firm for the last 3 Year Documentary proofs are to be enclosed (Audited P&L, Balance sheet and CA Certificate)	Particular	2022-23	2023-24	2024-25
		Turn over			
		Net Profit			
		Net Worth			
10.	Details of Statutory Registration of Bidders Company /Firm. Documentary Proof to be attached	SN	Registration for	Registration No.	Date of Registration.
		1	PAN of Firm / LLP		
		2.	GST of Firm / LLP		
		3.	FRN of Firm / LLP		
		4.	Shop & Establishment		
		5.	Others		
11.	Present Banker of the Bidders/firm With details.	Sr.no.	Name of the Bank	Branch and	Account no.

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	(Submit cancel Cheque)			Address	
12.	Organization Chart	(Use a Separate Sheet to create the Chart) along with Contact details on Bidders company letterhead			

B. General Eligibility Criteria.

S#	Basic Requirement	Eligibility Criteria	Supporting Required
1	Legal Entity	The Applicant firm/LLP should have been registered with ICAI and practicing continuously in India for the last 5 years as on RFP date (Consortium of companies not permitted) in India.	Documentary Proof to be attached - Constitution Certificate issued by ICAI and Self declaration on letter head.
2	Blacklisting Declaration	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) within last 5 years from the RFP date.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
3	Ownership	The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of BGSSL or BOB and subsidiaries of BOB.	Self-declaration on the bidder's letter head
4	Common Shareholders Declaration	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)
5	Technical Requirement confirmation	The Bidder to provide an undertaking on his letter head that all the technical requirements highlighted as part of Technical Scope / Scope of work are covered in totality in the proposal submitted by the bidder.	Letter of confirmation from bidder (self-certified letter)
6	Taxation Registration	The bidder must have a valid: PAN (Mandatory) GST Registration No.(Mandatory) FRN (Mandatory)	Attested copies of all certificates & KYC of Company and Its Directors
7	Client Reference	Client references- of Existing customer of any type of Audit, contact number and email id.	Self-Declaration on Letter head. With email ID and mobile no.
8	Office Confirmation	The firm/ LLP should have a mandatorily full-fledged office in Ahmedabad or Gandhinagar for at least last five years (as on bid submission date) with at least 4 partners & 4 full time professional staff stationed in Ahmedabad or Gandhinagar. (Signing authority to be stationed at Ahmedabad /Gandhinagar)	Self-declaration on Firm's letterhead and Firm Card

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B. Technical Evaluation Criteria						
Sr. No.	Scoring Criterion	Scoring Criterion Detail	Required documents to be submitted	Scoring Parameter	Max Score	Min Score
1	Years of Operations	The Bidder must have been in continuous existence and actively engaged in the business of Internal Audit Services in India for a minimum period of Five (5) years as on the bid submission date. The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI).	Copy of COI, FRN certificate and self-declaration on firm's letterhead.	No. of years Registration with the ICAI (a) Between 5 to 10 years = 10 marks (b) Above 10 years up to 15 years = 15 marks (c) Above 15 years = 20 marks	20	10
2	Bidder Experience	The bidder must have experience with a minimum of 3 clients in conducting Internal Audits/Concurrent Audit during last Five years, as on RFP Date, for Government Departments, Public Sector Undertakings (PSUs), Public Sector Banks (PSBs), Autonomous Bodies, or organizations in the Banking, Financial Services, and Insurance (BFSI) sector, and each client must have a minimum turnover of ₹200 Crore.	A copy of engagement letter, work order, Purchase order agreement, should be attached and self-declaration on letterhead (for experience details and turnover of Clients).	No. of Internal Audit/Concurrent Audit handled during last 5 years of companies with Turnover of more than Rs 200 crore (a) Between 3 to 5 nos. companies = 10 marks (b) 6 to 8 nos. companies = 13 Marks (c) more than 8 nos. companies = 15 Marks	15	10
3	Staff Confirmation	Firm/LLP should have at least 4 full-time professional staff as on RFP Date. "Professional Staff" means full-time staff with minimum qualification of CA / ICWA /CS / MBA (Finance)/L.L.B and are on the payroll of the firm/LLP.	Self declaration on letter head.	No. of Staff Confirmation (a) Between 4 to 10 no. staff members = 10 Marks (b) 11 to 15 nos staff members = 13 Marks	15	10

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				(c) More than 15 nos staff members - 15 Marks		
4	Partner Confirmation	Firm/LLP should have at least: 4 FCA Partner as on RFP Date	Constitution Certificate issued by ICAI Including name and number of the partners and Self declaration on letter head.	No. of FCA Partners (a) Between 4 to 5 nos. FCA partners = 7 marks (b) 6 to 8 no's FCA Partners = 9 marks (c) More than 8 nos. of FCA Partners = 10 marks	10	7
5	Average Annual Turnover	Bidder must have a minimum average annual turnover of Rs. 50 lacs or more in the three financial year FY 2022-23, FY 2023- 24 and FY 2024-25 (Not inclusive of the turnover of associate companies).	CA Certificate & Audited P&L for FY 2022-23, FY 2023-24 and FY 2024-25	On fulfilment of criteria	10	10
6	Profit Before Tax	Bidder must have profit (Before tax) continuously for the last three audited years, i.e. FY 2022-23, FY 2023- 24 and FY 2024-25 OR Bidder must have Net worth Positive continuously for the last three audited years, i.e. FY 2022-23, FY 2023- 24 and FY 2024-25	CA Certificate & Audited P&L for FY 2022-23, FY 2023-24 and FY 2024-25	On fulfilment of criteria	5	5
7	Presentation - Understanding, Approach, Methodology & Solution, Implementation and Integration.	The Company/ firm should provide a presentation of its organization with the following details. Company profile <ul style="list-style-type: none"> • Demonstrated capability to interpret evolving rules and notifications. • Past Performance & Credentials. • Experience in supporting clients during inspections, audits, or regulatory queries. • Data analytics and applications integration. • Timeline for Implementation. • Strategic Thinking Innovations executed, if any need to specify with details. • Resource management and planning. If necessary, BGSSL conduct an onsite visit for further verification. (Sole discretion of BGSSL).			25	18

All dates if not specified to be applicable from the date of the RFP.

In case the bidding company/ firm is hived off from the demerged company, the experience, eligibility etc. as per the requirement of the RFP may be considered as of the demerged company, provided the demerged company doesn't apply in the same RFP process and Novation / Other Relevant Agreement is in place. In that case, Relevant Novation / Other Relevant Agreement need to be submitted.

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Note:

1. All documents shall be signed by Authorized signatory unless specified otherwise.
2. Appropriate reference needs to be provided for all the evidence documents. Each document should have a unique reference clearly marked.
3. In case the same document is provided for more than one eligibility clause, the document should be provided in each folder corresponding to the eligibility criteria clause.

Dated this _____ day of _____, 20

Authorised Signature: _____

Seal of Company

(Signature and seal of company to be put on all the pages of Annexure A)

11. APPENDIX 01 – Self Declaration on Detailed Scope of work

(The bidder must submit a signed Self-Declaration on a company letter head confirming review and acceptance of the detailed Scope of Work)

We, the undersigned, hereby confirm that we have thoroughly reviewed and understood the complete Scope of Work as detailed in the Request for Proposal (RFP) document, including all annexures and referenced materials. We acknowledge that the Scope of Work forms an integral part of the RFP and our submitted bid.

We further declare that:

- a) We have assessed the requirements, deliverables, timelines, and responsibilities outlined in the Scope of Work.
- b) We are fully capable and willing to comply with all obligations therein.
- c) We accept that any deviation or non-compliance may result in disqualification or termination as per the terms of the RFP.
- d) Below mentioned criteria is mandatory, all bidders are required must clearly address each mandatory item listed in the RFP. Failure to comply with any of the mandatory requirements will render the bid liable for rejection without further consideration. Bidders are strongly advised to ensure full and accurate compliance to avoid disqualification

Scope of work will be inclusive but not limited of below mentioned points:

Accounting and expense Control

1. To review that accounting entries are in accordance with Generally Acceptable Accounting Principles and as per policy of the company.
2. To review whether adequate internal controls exist to ensure that all purchases and expenses payments are properly authorized, made for bona fide purposes, processed in a timely manner, and accurately classified and recorded.
3. Verification of head of accounts of various transactions recorded in the books of accounts and check that no unauthorized head of accounts is operated and periodical review of accounts records.
4. To check Bank Ledgers and other accounting records are properly maintained.
5. To check that all invoices have been raised timely as per mandate/PSLA/MSLA.
6. To look into the compliance of previous audit objections raised (if any) and to verify or comment on the supporting documents/voucher submitted at later stage, to settle the audit qualifications in the Audit Report of this Assignment. (Specifically to be included in Quarterly audit reports on Audit observations pending, open, Closed of prior quarters)
7. To check that all payments and receipts has been reconciled with account statement receipt from Bank.

Procurement

1. To check that the procurement of Goods and services are strictly as per the Procurement Policy of the Company and as per all applicable guidelines and laws.
2. Review of all purchases/Expenses incurred without routing through PCM(If any)

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Statutory Requirements

1. To review Tax Deduction at Source (TDS) compliance, ensuring that the Company regularly deducts and deposits tax on payments such as salaries, consultancy fees, professional fees, contractor payments, etc., and files the related returns within the prescribed timelines.
2. Review that the Company is issuing TDS certificates in correct form and in prescribed time.
3. To check Income Tax/Deferred Tax has been calculated correctly.
4. To check that all legal compliance is being followed, which includes timely deposit of GST TDS/TDS, EPF, ESI, Advance Tax, GST liabilities and any other statutory dues to relevant authority, and proper and timely filing of all statutory return/Revised returns.
5. To check and verify that eligible Input Tax Credit has been correctly taken in books of accounts.
6. To check Status of Assessments before various tax authorities details of statutory disputes and cases pending before various authority with financial implications for treated as contingent in nature and provisioning in books of accounts.

Fixed Assets

1. To conduct the physical verification of fixed asset and submit the physical verification report.
2. To verify the method of charging Depreciation being followed by the company and provision for depreciation at year end.
3. Checking of procedures with regards to disposal of assets to ensure that adequate procedures exist for scrapping, condemning and the same is followed.

Assets and Liability

1. Review the ageing analysis of accounts receivable and payable to evaluate the effectiveness of monitoring practices and ensure timely communication to management for strengthened controls over collections and payments.
2. Assess the accuracy and appropriateness of classification between revenue expenditure and capital expenditure to ensure compliance with accounting standards and internal policies.
3. Identify prepaid expenses and verify their proper recognition, amortisation, and accounting treatment in accordance with applicable financial reporting requirements.

Internal Financial Controls over Financial Reporting (IFC):

Perform a diagnostic review of existing internal financial control system from the management's perspective and to identify deficiencies, if any. Provide recommendations to mitigate such deficiencies.

Identifying significant accounts and mapping with business processes and sub-processes for identification of financial reporting risks (materiality, quantitative & qualitative judgment), Recommend on documentation guidelines and Advice on updating the IFCR Framework.

- a) Provide recommendations on ways that the BGSSL may address control weaknesses.
- b) Review of risk and control matrices including documentation of controls i.e., entity level controls, pervasive IT controls and process level controls.
- c) Any other activities/studies/reports if necessary, in connection with development

Perform Internal Financial control Audit as given in Scope of Work and submit the report giving recommendations on the ways that the BGSSL may address control weaknesses. The Auditors would be required to include their findings in their report.

Ledger Scrutiny

1. To conduct a quick ledger scrutiny and give comments on that.
2. To verify that all the accounting entries with respect to income, expenses, banks, journals, etc., are incorporated in the books of accounts.
3. Scrutiny of advances outstanding, Security Deposit and Sundry Creditor and Debtors.

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Human Resources

1. To check the payroll processing as per HR Policy of the company.
2. To check the statutory liabilities related to HR are paid on time.
3. To check and verify the pay-outs including performance incentive and ensure the same is as per approved policies.
4. To check the internal controls & policies adherence.
5. To check labour law related compliances and its adherence.

Others:

1. Detect and report to the management of any fraudulent or suspicious activity within organization.
2. To review and check any other guidelines/instructions issued by the holding company from time to time.
3. To check that the activities and affairs of company are strictly in terms of MSLA with the parent company.
4. To assess and report on issues or irregularities that may adversely affect the entity's sustainability and its ability to continue as a going concern.
5. To recommend specific, practical, and actionable Corrective Action Plans (CAPs) for all identified issues.
6. To ensure that all audit observations are solution-oriented and accompanied by a clearly defined CAP.
7. To review general policies/SOP/Board/ACM advisories/observations adherence.
8. To review ERP system/control review as per audit committee discussion.
9. Implement the annual internal audit plan, as approved, including as appropriate any special tasks or projects requested by management and the audit committee.

Periodicity of Audit

The internal audit of Gandhinagar location for the FY2026-27 shall be on Monthly basis however the report submission on a quarterly basis.

Deliverable	Quarterly audit report with all observations & Quarterly presentation on high-risk observations to Audit committee.
The time limit for submission of deliverable	Within 15 days from the end of the quarter.
Resource/manpower Deployments	1 CA- 3yrs PQE- (once or twice a week) 1 Graduate/Semi Qualified/2 Article clerk -10 Days in a month.
The time limit for submission of audit plan:	Within 15 days from the date of commencement of the assignment.

Note: Bidder shall be obligated to comply with all existing provisions of the DPDPA 2023 and any future rules, notifications, or amendments issued under the Act, without exception.

Authorized Signatory

Name:

Designation:

Organization Name:

Signature:

Date:

Seal:

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11.1. APPENDIX 02 – Commercial Bid (On Company Letterhead)

The Financial Proposal should be submitted in the form of one scan copy (On Bidders letterhead) which should be placed in price bid/commercial bid column of tendering website mentioned in RFP document.

The commercial should contain the bid including the professional fee and out of pocket expenses. BGSSL at any point in time for reasons whatsoever is not responsible for any assumptions made by the concerned party. BGSSL at a later date will not accept any plea of the firm or changes in the commercial offer for any such assumptions.

Description	First year charges (FY 26-27)	Second Year charges (FY 27-28)	Total of Both Years
Internal Audit Professional Fees (Including all)			
		GST@%	
TCO for 2 Years			

Notes

1. Detailed Payment terms as per mentioned in RFP.
2. All prices to be quoted in Indian Rupee (INR) only and should be inclusive of all taxes, duties, levies, GST etc.
3. Price Bid should comprise values only up to 2 decimal places. For the evaluation purpose, BGSSL will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places. In case of discrepancy between figures and words, the amount in words shall prevail. The Bidder has to make sure all the arithmetical calculations are accurate, and BGSSL should not be held responsible for any incorrect calculations. However, for the purpose of calculation, BGSSL will take the corrected figures / cost. The Price Bid submitted with an adjustable quote will be treated as non-responsive and Bid will be rejected.
4. The bidder shall include the cost of all services in their commercial proposal.
5. There shall be no price escalation during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
6. All the payments will be released as per the payment terms on submission of invoices along with all supporting documents with validation of BGSSL officials. BGSSL will deduct applicable TDS, if any, as per the law of the land.
7. In the case of additional requirements desired by the BGSSL, the BGSSL can place the order for an additional requirement / customizations / additional report on mutually agreed basis.
8. BGSSL reserves the right to disqualify the Bidder in case of any deviation observed in the commercial Bid.
9. The fees shall become payable at the end of every quarter on presentation of undisputed invoices and audit report.

Authorized Signatory

Name:

Designation:

Signature:

Date:

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**12. APPENDIX 03 - Authorization Letter Format for Document Signing & Bid Opening
(On Company letterhead of Bidders)**

To,

Date:

Baroda Global Shared Services Ltd.
27th Floor, GIFT One Tower, Road - 5C,
Zone-5, GIFT CITY
Gandhi Nagar, Gujarat – 382355

Dear Sir/ Madam,

SUB: Authorization Letter for Document Signing & Bid Opening

REF: YOUR RFP #: _____ dated _____

This has reference to your above RFP for

Mr./Miss/Mrs. _____ is hereby authorized to Document Signing & Bid opening of the above RFP No.: RFP #: _____ dated _____ on _____ on behalf of our organization.

The specimen signature is attested below:

1.

(Specimen Signature of Representative)

Name of Representative:

Designation:

2.

Signature of Authorizing Authority

Name of Authorizing Authority

Designation:

Company Seal:

Note: please attach if any, A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the BGSSL.

Strictly Confidential

13. APPENDIX 04 – Bid Undertaking Letter

To,
Baroda Global Shared Services Ltd.
27th Floor, GIFT One Tower, Road - 5C,
Zone-5, GIFT CITY
Gandhi Nagar,
Gujarat – 382355

Date:

Dear Sir,

REF: Your RFP No.: RFP #: _____ dated _____

Over and above all our earlier conformations and submissions as per your requirements of the RFP,
We confirm that,

3. Having examined the tender documents including all annexures and appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to provide, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your organization in conformity with the said tender documents in accordance with the Bill of Materials and made part of this Tender.
4. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
5. We agree to abide by the offer validity for 180 days from date of submission of our bid and our offer shall remain binding on us and may be accepted by the Company any time before expiry of the offer.
6. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
7. We have quoted for all items as requested by Baroda Global Shared Services Ltd. in RFP and stand committed to deliver to the highest standards and quality as required by Baroda Global Shared Services Ltd. to meet the timelines of the project. Our bid submission is in line with the requirements of Baroda Global Shared services Ltd. as stated in the RFP.
8. We confirm that we have factored in all costs and expenses for meeting the complete scope and deliverables of the RFP.
9. We are completely aware of the Service Level requirements and timelines specified by Baroda Global Shared Services Ltd. and are committed to adhering to the same. We have also clearly taken note of the service level requirements of Baroda Global Shared Services Ltd. And expectations from us and wish to confirm that we have taken care of every aspect to meet the same
10. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988"
11. We undertake that we have not have been blacklisted by any Government department/PSU/PSE/Bank in India.
12. We have clearly understood Baroda Global Shared Services Ltd. requirements and wish to confirm that we abide by the terms and conditions of the RFP and addendums issued thereafter.

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13. We confirm and understand that all arithmetical totaling errors will be corrected for the purpose of evaluation only and the consideration of that error for payment would be completely according to Baroda Global Shared Services Ltd. discretion. We also confirm and understand that for all other errors which we have made in the bid, Baroda Global shared Services Ltd. for the purpose of evaluation will take the corrected amount based on the price quoted by us in the price sheets but the payment of such amounts would be completely according to Baroda Global Shared Services Ltd. discretion.
14. We confirm that we will provide the best of our resources and the people proposed by us will be dedicated to Baroda Global Shared Services Ltd. for the sake of resource continuity. Further, we also confirm that Baroda Global Shared services Ltd. may interview the key resources proposed by us and confirm their acceptability. In any event if a resource is found unfit by Baroda Global Shared Services Ltd. We agree to change the same and provide Baroda Global Shared Services Ltd. with a replacement within a reasonable time so as to not affect the services/project timelines.
15. We confirm and understand that Baroda Global Shared Services Ltd. has an aggressive rollout schedule and we will adhere to the rollout schedule at no additional cost/burden to Baroda Global Shared Services Ltd.
16. We confirm that all the proposed solution components are compatible and interoperable with each other and the solution will meet the functional and technical requirements of the Company.
17. We confirm that the prices and values quoted by us encompass the complete scope of the project and we will ensure that the quality of deliverables for the project is not affected due to any pricing pressures.
18. We will be the single point of contact/reference to Baroda Global Shared Services Ltd. will enter into agreement with us only. Our consortium partners confirm that they are willing to enter into back-to-back agreement that is in conformity with the deliverables and other service/uptime commitments we make to Baroda Global Shared Services Ltd. as per the RFP. If requested we will share the copy of the back-to-back agreement with our consortium partner to Baroda Global Shared Services Ltd.
19. We agree that company is not bound to accept the lowest or any Bid the Company may receive.
20. We certify that we have provided all the information requested by the company in the format requested for. We also understand that Company has the exclusive right to reject this offer in case Company is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by20

Authorized Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)

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14. APPENDIX 05 - INTEGRITY PACT

(TO BE STAMPED ON MINIMUM Rs 300 STAMP PAPER AS AN AGREEMENT)

This Agreement (hereinafter called the Integrity Pact) is made on ___ day of _____ 202_,

BETWEEN

BARODA GLOBAL SHARED SERVICES LIMITED, a wholly owned subsidiary of Bank of Baroda having its Registered office at 5TH Floor, Baroda Sun Tower, C -34,G Block , BKC, Bandra East, Mumbai -400051 through its _____ Department / Office at _____ (hereinafter called the "COMPANY", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

AND

M/s [Name as per incorporation certificate] represented by Shri _____, {Designation} (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns) of the Second Part.

PREAMBLE

WHEREAS the COMPANY proposes to procure service to provide services for **RFP for Appointment of Internal Auditor for FY 2026-27 and FY 2027-28** and the BIDDER is willing to offer/has offered the stores and

- A. WHEREAS the BIDDER is a private company/public company/Government Undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the COMPANY is an Office / Department of BARODA GLOBAL SHARED SERVICES LIMITED performing its functions on behalf of COMPANY.
- B. NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :
 1. Enabling the COMPANY to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
 2. Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the COMPANY will commit to prevent corruption, in any form, by its officials by following transparent procedures.

THE PARTIES HERETO HEREBY AGREE TO ENTER INTO THIS INTEGRITY PACT AND AGREE AS FOLLOWS:

1. Commitments of the COMPANY

- a. The COMPANY undertakes that no official of the COMPANY, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- b. The COMPANY will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- c. All the officials of the COMPANY will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- d. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the COMPANY with full and verifiable facts and the same is prima facie found to be correct by the COMPANY, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the COMPANY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the COMPANY the proceedings under the contract would not be stalled.

2. Commitments of BIDDER(s)

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in

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furtherance to secure it and in particular commit itself to the following:

- a. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the COMPANY, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- b. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the COMPANY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with BARODA GLOBAL SHARED SERVICES LIMITED for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with BARODA GLOBAL SHARED SERVICES LIMITED.
- c. Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- d. The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this bid/contract.
- e. The BIDDER further confirms and declares to the COMPANY that the BIDDER is the original Bidders or service providers in respect of product / service covered in the bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the COMPANY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f. The BIDDER, at the earliest available opportunity, i.e. either while presenting the bid or during pre-contract negotiations and in any case before opening the financial bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the COMPANY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid valuation, contracting and implementation of the contract.
- h. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- i. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any -information provided by the COMPANY as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- j. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- k. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- l. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the COMPANY or alternatively, if any relative of an officer of the COMPANY has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in the Companies Act, 2013.
- m. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the COMPANY.

3. Disqualification and exclusion from future contracts

If the BIDDER, before the award or during the execution has committed a transgression through a violation of clause 2, above or in any other form such as to put their reliability or credibility in question, the COMPANY is entitled to disqualify the BIDDER from the tender process and also exclude it from future contracts.

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4. Previous Transgression

- a. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Damages

- a. While submitting commercial bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, if any, with the COMPANY through any of the mode mentioned in the RFP / bid document and no such mode is specified, by a Company Draft or a Pay Order in favour of BARODA GLOBAL SHARED SERVICES LIMITED from a nationalized Bank including Bank of Baroda However payment of any such amount by way of Bank Guarantee, if so permitted as per bid documents / RFP should be from any nationalized Bank and promising payment of the guaranteed sum to the COMPANY on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the COMPANY shall be treated as conclusive proof for making such payment to the COMPANY.
- b. Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the COMPANY, including warranty period, whichever is later.
- c. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond, if any, in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the COMPANY to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- d. No interest shall be payable by the COMPANY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

- A. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the COMPANY to take all or any one of the following actions, wherever required:
 1. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the COMPANY desires to drop the entire process.
 2. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the COMPANY and the COMPANY shall not be required to assign any reason therefore.
 3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 4. To recover all sums already paid by the COMPANY, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of Bank of Baroda, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the COMPANY in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the COMPANY, along with interest.
 6. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the COMPANY resulting from such cancellation/rescission and the COMPANY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 7. To debar the BIDDER from participating in future bidding processes of the COMPANY or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the COMPANY.
 8. To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

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9. Forfeiture of Performance Bond in case of a decision by the COMPANY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 10. Intimate to the CVC, IBA, RBI, as the COMPANY deemed fit the details of such events for appropriate action by such authorities.
- B. The COMPANY will be entitled to take all or any of the actions mentioned at para 6.1(i) to(x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- C. The decision of the COMPANY to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

The BIDDER undertakes that it has not offered/is not offering similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the COMPANY, if the contract has already been concluded.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the COMPANY or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Criminal Charges against violating BIDDER

If the COMPANY obtains knowledge of conduct of a BIDDER or of an employee, representative or an associate of a BIDDER which constitutes corruption, or if the COMPANY has substantive suspicion in this regard the COMPANY will inform the same to the Chief Vigilance Officer.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law any dispute arising out of this integrity pack shall be refer to the court at Gandhinagar, Gujarat.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- a. The validity of this Integrity Pact shall be from date of its signing and extend up to years or the complete execution of the contract to the satisfaction of both the COMPANY and the BIDDER/Lessor, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful bidder by the COMPANY.
- b. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

For BARODA GLOBAL SHARED SERVICES LIMITED

Name:

Designation:

Date:

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For BIDDER

Name:

Designation

Office / Department

Date:

Witness

1.

2.

19. APPENDIX 06 – Conformity Letter

(On the letterhead of the bidders)

To

Date DD-MM-YYYY

Baroda Global Shared Services Ltd.
27th Floor, GIFT One Tower, Road - 5C,
Zone-5, GIFT CITY
Gandhi Nagar, Gujarat – 382355

Sub: Request for Proposal

Further to our proposal dated _____ in response to the Request for Proposal (Company's RFP #: _____ dated _____ hereinafter referred to as "**RFP**") issued by Baroda Global Shared Services Ltd. ("**Company**"), 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 and other documents including the changes made to the original tender documents issued by the Company. The Company 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 Company'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
Strictly Confidential

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22. APPENDIX 09 – Bid Declaration Certificate

**ON THE LETTERHEAD OF BIDDER
(Applicable for Bidders registered under MSE and Startups)**

To,

Baroda Global Shared Services Limited
27th Floor, Tower – 1, GIFT City, Gandhinagar

Sub: Bid Security Declaration In lieu of Bid Security

Sir,

1. I/We, the undersigned, declare that M/s _____ is a Micro and Small Enterprise and the copy of registration certificate issued by NSIC/DIPP for Micro & Small Enterprises (MSEs) / Startups which are valid on last date of submission of the tender documents are enclosed.
2. I/We understand that, according to your conditions as per the tender / RFP no: _____ floated for _____ at para no. _____ a Bid Security Declaration in lieu of Bid Security is required to be submitted by me/us.
3. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 6 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, including but not limited to the reasons stated herein below:
 - a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
 - b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) Fail or refuse to execute the contract, if required, or
 - (ii) Fail or refuse to furnish the Performance Security, in accordance with the instructions to the Bidders.
4. I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.
5. I/We declare that I am the authorized person of M/s _____ to make the declaration for and on behalf of _____. Letter of Authority for executing declaration is enclosed.

Place:

Date: _____

For, _____

Name _____

Authorized Signatory

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23. APPENDIX 10 - Bank Guarantee format for EMD

WHEREAS BARODA GLOBAL SHARED SERVICES LIMITED (BGSS), having its Corporate Office at _____ and Regional offices at other State capital cities in India has invited Request to provide goods/Services as are set out in the Request for Proposal no. _____ dated _____.

It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. 48,000/- (Rupees Forty Eight Thousand Only) as Earnest Money Deposit.

M/s. _____ (BIDDER TO MENTION THEIR COMPANY NAME), (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. 48,000/- (Rupees Forty Eight Thousand Only) as Earnest Money Deposit.

NOW THIS GUARANTEE WITNESSETH THAT

We _____ (NAME OF THE BANK & ADDRESS OF THE BRANCH GIVING THE BANK GUARANTEE) (Bank) do hereby agree with and undertake to the Baroda global Shared Services Limited, their Successors, assigns that in the event of the BGSS coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the BGSS, pay without demur to the BGSS, a sum of Rs. 48,000/- (Rupees Forty Eight Thousand Only) that may be demanded by BGSS.

Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. 48,000/- (Rupees Forty Eight Thousand Only) as Earnest Money Deposit.

We also agree to undertake to and confirm that the sum not exceeding Rs. 48,000/- (Rupees Forty Eight Thousand Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the BGSS on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the BGSS shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the BGSS, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and BGSS, pay BGSS forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the BGSS under this guarantee shall be independent of the agreement or agreements or other understandings between the BGSS and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the BGSS.

We hereby further agree that –

- a) Any forbearance or commission on the part of the BGSS in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the BGSS to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. 48,000/- (Rupees Forty Eight Thousand Only)
- b) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- c) This guarantee shall remain in force upto 365 days provided that if so desired by the BGSS, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- d) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 365 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the BGSS alone is the conclusive proof, whichever date is earlier.

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- e) Unless a claim or suit or action is filed against us on or before _____ (date to be filled by BG issuing bank), all the rights of the BGSS against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- f) This guarantee shall be governed by Indian Laws and the Courts in Gandhinagar, Gujarat, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

- a) Our liability under this Bank Guarantee shall not exceed Rs. 48,000/- (Rupees Forty Eight Thousand Only)
- b) This Bank Guarantee shall be valid upto _____
- c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

Yours faithfully,

For and on behalf of

Authorized official of the bank

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos	Signature of the Bank's Authorized Signatory with Official Round Seal.
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