



UCO BANK

Head Office
Finance Department
3rd Floor
2 India Exchange Place
Kolkata-700 001

Request for Proposal (RFP)
for
Engagement of Consultant for Implementation of
Goods and Service Tax (GST)
in UCO BANK

Tender Ref No : FINANCE/01/2017-18
Date : 20/04/2017

Cost of the tender document:- Rs.5000/- (Five thousand only)

Engagement of Consultant for Implementation of GST in UCO Bank

Tender Reference	
Cost of Tender documents	Rs 5,000 /-
Earnest Money Deposit	Rs. 3,00,000/-
Date of issue of RFP i.e. posting of Tender Document on Web Site.	20/04/2017
Date of commencement of sale of tender document	20/04/2017
Date of Pre Bid Meeting	25/04/2017 at 3.00 pm
Last Date for sale of tender document and time for receipts of tender bids	05/05/2017 at 3.00 pm
Date of opening of Technical Bid	05/05/2017 at 3.30 pm
Date of presentation by Bidders	15/05/2017 at 11.00 am
Date of opening of Commercial Bid	17/05/2017 at 11.00 am
Venue for pre-bid meeting, presentation and opening of Technical & Commercial Bids	UCO Bank, Head Office , Finance Department, 3rd floor 2, India Exchange Place Kolkata – 700 001
Address for communication and submission of Bids	<u>General Manager</u> UCO Bank, Head Office , Finance Department, 3rd floor 2, India Exchange Place Kolkata – 700 001
Email address	hoacs.calcutta@ucobank.co.in
Website address	www.ucobank.com
Contact Telephone/Fax Numbers	Tel : 033-44557238/44 Fax : 033-22485625

Note:

1. This Bid Document is not transferable.
2. This Bid Document is the property of UCO Bank.
3. If a holiday is declared on the dates mentioned above, the bids shall be received /opened on the next working day at the same time specified above and at the same venue unless communicated otherwise. In case of change in dates by the Bank, same shall be updated in website of the Bank or communicated to the bidders as the case may be.


General Manager
(Finance)

**UCO BANK
HEAD-OFFICE, KOLKATA**

DISCLAIMER

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

This RFP Document is not an agreement or an offer but an invitation to offer by UCO Bank to the intended Bidders. The purpose of this RFP document is to provide the Bidders(s) with information to assist in formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and, where necessary, obtain independent information.

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

The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reason(s) whatsoever and without any cost or compensation therefor.

UCO Bank makes no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP Document. UCO Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document by way of notification on its website, www.ucobank.com and in such a case this RFP shall be construed as if such update, amendment or supplement was part of this initial RFP.

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It is hereby clarified that the Bid/ response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP docu-

ment. The information provided in response to this Request For Proposal (RFP) will become the property of the bank and will not be returned.

Any change/alteration made to the RFP document by the participant would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender.

It is also clarified that in case of any difference/change between Bid/ response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.

1. Bank Profile

UCO Bank (hereinafter referred to as Bank), having its head office at 10 BTM Sarani, Kolkata 700 001 , a premier Indian Public Sector Bank having its presence throughout the country with more than 3091 Branches and 4 overseas branches has already achieved 100% CBS and implemented FINACLE Core Banking Solution(CBS) in all its branches. . At present the Bank is having Centralized Service Tax Registration of service tax where the payment of tax liability, return filing and entire service tax compliance is done centrally at HO level. Also some of the states hold VAT registration number wherever required.

2. The Proposal & Scope of Work

In view of the constitutional amendments for implementation of Goods and Service Tax (GST), UCO BANK intends to engage a consultant for implementation of GST in the entire Bank. "Bidder/ Applicant/ Consultant" means the entity or firm who is submitting its proposal for providing services to Bank. "Affiliates/ Group Companies" means membership firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services, and registered in India.

A. Phase I: Implementation Planning

i) Study of the current business model which includes reviewing the operating structure, existing accounting system and procedures, business transactions undertaken by UCO Bank from indirect tax (SGST, CGST, UTGST or any other form of GST notified by GOI) perspective.

ii) Review of functions of all the departments/branches/offices of UCO Bank and suggest compliance requirement under GST, suggest the necessary changes required in the contracts/ documents/ forms etc already executed by Bank, suggest draft letters to be issued to the clients/vendors/ contractors/ customers/ associates/regulators or any other person for benefit and safeguarding interests of the Bank for matter relating to and implementation of GST.

iii) Identification of gaps and risks in the existing business model/structure of the Bank under proposed GST regime, appraise and provide Circulars, Rules and Notifications etc. issued by CBEC and/or any other competent authority regulating GST implementation, suggest development of a suitable Management Information System (MIS) to be maintained by Bank so as to fulfill the requirements from GST perspective to capture suitable data and meet reporting requirements under GST framework to neutralize compliance risks.

iv) Analyzing the current system, policies and procedures and submitting an exhaustive report with suggestions about impact on pricing and margin of various product of the Bank in view of GST framework, suggest reflection/loading of GST rate on the fee structure and pricing/margin of the products, suggesting tax efficient measures, suggesting maximum availment of Cenvat Credit/tax credit under GST regime and suggest overall tax planning under GST. Identification of all transaction and the valuation of such transaction which attract GST with or without consideration and advising the Bank on same.

v) Assist the Bank to have discussions with major vendors/contractors/parties to explain invoicing formats and other procedural compliances to be followed by them and the Bank in order that the bank has adequate documentation for claiming credit of taxes. Report submission on the information/data required by Bank for com-

pliance with the GST Law. Refreshing and updating/carrying out the above stated exercises once final GST Law is published.

vi) Working closely with the Taxation Cell of the Bank and guide the team about implication of GST. Advising and helping the Bank on key compliances of GST including amendment to registration, obtaining new registrations if any, invoicing, tax payments, returns, statutory records, refunds, assessment, audits, procedure for filing refund claims etc and prepare a compliance manual documentation for the same.

Advice on the key documents and records to be maintained by the Bank, with a view to make a transition from the present indirect tax regime to the GST regime. To assist the Bank in submitting feedback/suggestions to MOF, CBEC, IBA or other appropriate authority in the context of GST Law, Rules, Notifications, etc.

vii) Suggesting the key modifications required to be made in the Information Technology (IT) platform of the Bank for compliance of GST. Provide input to the IT team of the Bank to enable customization of IT platform to fetch the data required for periodic compliances by the bank under the proposed GST regime.

Comments on the preparedness of the present IT system to migrate to the GST regime including inputs required from the IT system in view of the business transactions and IT platform adopted by the Bank.

Point-wise memorandum suggesting the modifications required to be made in the IT platform, in discussion with the IT team along with the Taxation Cell of the Bank.

Conduct trainings for the functional and IT Team of the Bank for better understanding of the design objectives (relating to organization structure, output /Input of services, pricing, tax computations, financial accounting, credits, compliances etc) and key performance parameters and review the recommendations.

viii) The Consultant must provide their report along with Power Point Presentation within **15 days** of commencement of the assignment.

Time limit for completion of Phase-I : 30.05.2017

B) Phase II: Assistance in implementation during Transition Period (before “Go Live” date of GST implementation)

i) Advising the Bank on efficient utilization of accumulated tax credits during transition phase ensuring seamless transition from extant indirect tax regime to proposed GST regime.

ii) Advise and suggest the required system to the top management for compliance under proposed under GST keeping in view other transitional provisions w.r.t. VAT, Service Tax, and other local taxes/Levies subsumed in GST.

iii) Working with the Bank to formulate suitable system on valuation and taxability of various incomes and expenses for maximization of compliance and availment of tax credit with respect to GST.

iv) The Consultant will engage with Bank in order to evaluate and assess the readiness of the Bank to go live on GST in respect of all the areas covered by the implementation plan as stated above. This includes reviewing the results of the User Acceptance Testing (UAT) or end user testing to enable to comment on the degree and extent of integration into the GST Network (GSTN) i.e the Registration, Payment, Returns and Refunds processes instituted by the government for the GST administration.

v) To advise and monitor IT team suitably for updating/developing the IT platform from GST perspective. The Consultant will assist in identifying key gaps in the existing IT system and facilitate necessary modifications, in order to meet requirements under the GST framework. Consultant will also provide active support to IT team at all times, and assist with any queries, during the course of modifying/implementing IT platform.

vi) Validation of software developed by the Bank/the vendor to suit the requirement of the Bank for GST compliance.

vii) Conduct and provide necessary training for officers of Taxation Cell of Bank and other nodal officers and key functionaries posted at different Bank's Offices in light of the relevant GST procedures and processes as decided by Bank.

viii) Undertake timely reviews, adherence to time lines and escalation of issues at appropriate levels as per the severity of the issue. Consultant to provide opinions/ comment/ clarification on queries raised by the Branches/ Offices.

ix) Submission of a comprehensive process manual of GST compliance and submit a report on readiness of the Bank for GST to Management of the Bank.

Time limit for completion of Phase-II : 20.06.2017

C) Phase III: Implementation Assistance in the "Go Live" Phase

i) Provide handholding support to the Bank for a period of up to 2 years post the "Go Live" date (i.e. July 1, 2017 or any other date notified in this regard by Government of India), which will include test checking the reports generated, validating the MIS output and validating the overall integration to meet requirements under the GST Law.

ii) Consultant's active support to the IT team and to Tax Cell of the Bank to continue for a period of 2 years post the "Go Live" date (i.e. July 1, 2017 or the date notified in this regard).

iii) The consultant shall provide its service to the Bank throughout all states of India where UCO Bank has presence at present and in future as well, along with the all the compliances as per the requirement of each and every state law, so that Bank can handle the GST Compliance for all the states centrally from HO.

iv) Consultant would advise necessary checks to be implemented to ensure authenticity of data being received at the centralized platform at HO and to advise on accounting schema to comply with GST Rules

v) Consultant shall validate all output/ reports in the new framework during this phase and guide/ advice for developing necessary tools for review, monitoring, reporting and compliance with reports required in GST regime.

vii) Consultant to help the Bank in payment of GST, filing all the GST related Returns/Reports as per rules and help in submission of required reply to queries, show causes and notices to the regulatory and concerned authorities. Further continuously consultant has to review the above systems and software for ensuring total compliance with GST requirements and assist in preparation /review and verification of all periodical GST returns.

Time limit for completion of Phase-III : From 01.07.17 to 30.06.2019

The above list is inclusive and not exhaustive i.e. terms of reference shall include providing professional assistance for all activities required for and by the Bank for the Implementation of GST, Rules, Notifications as and when issued by GOI/CBEC.

3. Bidders Eligibility Criteria

The Bidder is required to meet the following eligibility criteria and provide adequate documentary evidence for each of the criteria stipulated below:

SL No.	Criteria	Evidence to provide
a.	The bidder should be a Partnership Firm/ Limited Liability Partnership(LLP)/ Private Limited Company/ Public Limited Company registered or incorporated in India.	<p>Certified copy of the Certificate of Incorporation, issued by the Registrar of Companies for Public Limited/ Private Limited Companies.</p> <p>A certified true copy of the LLP Agreement/ Certificate of Incorporation/ Registration certificate/ Acknowledgement for acceptance for registration (with the Registrar of firms) for LLP.</p> <p>Partnership Deed/ Registration Certificate of Registrar of firms for partnership firms.</p> <p>Name/s and other details of the authorized signatory/ies that are authorized to execute the contract & other documents.</p>
b.	Bidder should have minimum 7 full-time qualified professional (staff/ partner) in India as on 31.03.2017. "Professional Staff" means full-time staff, engaged in Indirect taxes and other related matter who are profes-	Self-declaration by the bidder. Experience certificate by present/past employer along with detailed profile.

	sionally qualified Chartered Accountant(CA) and on the payroll of the bidder.	
c.	The bidder should have a full fledged office in Kolkata for at least last five years as on 31.03.2017	Self-declaration with supporting documents such as Telephone Bill, Electricity Bill etc.
d.	Bidder should be regular Practitioner/Consultant for service tax and related matter at least two Public Financial Institutions/Banks during past five years (Other than RRB and Co-operative Bank).	Client Certificate/ copy of Contract with client/ Appointment letter by the client.
e.	Should identify a team (minimum four) of Chartered Accountants working with them dealing in indirect taxation whose services will be made available to Bank and ensure their continued availability all times and in case of such person ceasing to be available for the Bank's work ,immediately suitable replacement with equally experienced, competent Chartered Accountants working with the firm.	A self-declaration by the Bidder with name and experience details.
f.	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.	A self-declaration by the Bidder
g.	The Bidder's firm should not be owned or controlled by any Director or Employee (or their Relatives) of UCO Bank.	A self-declaration by the Bidder.
h.	Bidder should have positive net worth during preceding three financial years ending 31.03.2016.	Certificate from Chartered Accountant or copy of audited balance sheet.
i.	Bidder should submit an Undertaking cum Declaration regarding compliance of all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.	As per Annexure-G

4. Compliance Confirmation

The vendor must submit unconditional and unambiguous compliance confirmation (**as per Annexure-A**) to all the terms and conditions stipulated in the RFP.

5. Bidder Selection/Evaluation Process:

There will be a two stage bidding process. Both Technical Bid & Commercial Bid shall be submitted by the bidder (**As per Annexure-B & C**). An internal committee constituted by the Bank shall evaluate the bids on the basis of the evaluation process as below:-

A. Two Stage Bidding Process

The bidder will submit its response to the present tender separately in two parts – **“The Technical Bid” and “The Commercial Bid”**.

Technical Bid will contain the details as required in the Eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information. In the first stage, only the Technical Bids will be evaluated by an internal committee of the Bank, as per the criterion determined by the Bank. Bank may if deems proper, at its discretion invite the bidders for presentation before the selection committee of the Bank.

Those bidders satisfying the technical requirements as determined by the Bank shall be short-listed for opening their Commercial Bid.

The evaluation procedures to be adopted in the Technical bidding will be at the sole discretion of UCO bank and the Bank is not liable to explain/disclose either the criteria or the evaluation report or reasoning to the bidders.

The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever and without any cost/compensation therefor.

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

B. Format and signing of Bid

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the :

- a. bidder or
- b. a person duly authorised to sign on behalf of the bidder and in such case, the authority letter shall be enclosed along with the bid documents.

Wherever required, all documentary evidence should also be filed along with the bid documents.

C. Technical Bid & Enclosures:

The Technical Bid should contain the following information:

- (a) Compliance Certificate as per **Annexure-A** of this document.
- (b) Bidder Firm's Profile along with documentary evidence w.r.t. eligibility criteria and all relevant enclosures as detailed in **Annexure-B**.
- (c) Duly signed Integrity Pact as per CVC guidelines in **Annexure-F**.

- (d) Declaration-Cum-Undertaking regarding compliance with all statutory requirements in **Annexure-G**.
- (e) Demand Draft / Pay order of Rs.5000/- (Rs. Five thousand only) favouring "UCO Bank" payable at Kolkata as fees for participating in tender, where the RFP document was downloaded from the website of the bank.
- (f) Duly signed authority letter by the competent authority of the firm, authorizing the executant to sign the bid on behalf of the firm.
- (g) Demand Draft / Pay order of Rs. 3,00,000/- (Rs. Three Lakhs only) favouring "UCO Bank" payable at Kolkata as Earnest Money Deposit.

Note: Technical Bid shall not include any financial information except that in Annexure-B. A technical bid containing information on the commercial bid shall be declared invalid and be rejected.

D. Commercial (Financial) BID

The Commercial bid should be submitted strictly in the format given by the Bank as **Annexure-C** of this document and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of the Bank. The price shall be quoted in Indian Rupees only.

E. Evaluation Criteria

Technical bids will be subjected to following evaluation process :

Sl. No.	Parameters	Criteria	Maximum Mark
1	Number of years of practicing by the entity in India as on 31.03.2017.	One mark for each completed year of experience.	10
2	Number of Partners and qualified CA employees.	½ mark for each qualified CA and partner.	5
3	Number of years of experience by the partners and qualified CAs in the field of Indirect Taxation in India.	a) 1 marks for each person having continuous experience more than 10 years. b) 1/2 marks for each person having continuous experience more than 5 years.	10
4	Experience in statutory audit of nationalised banks in India during last 5 years as on 31.03.17.	1 mark for each bank	10
5	Number of CAs having experience more than 5 years in the field of Indirect tax in operational office of Kolkata.	1 mark for each such person.	10
6	Experience in statutory audit of private banks in India during last 5 years as on 31.03.17.	1 mark for each bank	5

7	Experience in concurrent audit of private & nationalized banks in India during last 5 years as on 31.03.17.	1 mark for each bank	5
8	Experience in handling entire centralized service tax issue of Indian nationalised banks during last 8 years as on 31.03.17.(minimum 2 years in each bank)	4 marks for each such Bank.	20
9	Experience in handling entire centralized service tax issue of public financial institutions, private banks operating in India during last 8 years as on 31.03.17.	2 mark for each such concern.	10
10	Experience of conducting Information Technology Audit /System Audit of any nationalized bank/ private bank/ public financial institution of India during last 10 years.	1 mark for each such concern.	5
11	Presentation by the bidders		10
TOTAL			100

Bidders who score minimum 60 out of 100 marks on the technical evaluation criteria as mentioned above will only be considered. The Commercial bids of the applicants with technical marks less than 60 will **not** be considered for commercial/financial evaluation.

F. Selection of the Consultant

The final selection of the Consultant will be adhering " Cost evaluation under Combined Quality Cum Cost Based Systems (CQCCBS)" as detailed below :-

- a. Under CQCCBS , the technical proposals(Bid) will be allotted weightage of 70% while the financial proposals (Bid) will be allotted weightage of 30%.
- b. Proposals with lowest cost will be given financial scores of 100 and other proposals given financial scores that are inversely proportional to their prices.
- c. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- d. On the basis of combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. .The proposals securing the highest combined marks and ranked H-1 shall be declared as winner.

Example :-

In the instant case it has been decided to have minimum qualifying marks for technical qualifications as **60** and the weightage of technical bids and financial bids was kept as **70** and **30**.

Suppose in response to the RFP, 3 proposals, A , B & C were received. As per technical evaluation, the committee awarded 75, 80 and 90 marks respectively. The minimum qualifying marks were 60, so all three proposals were, therefore, found technically suitable.

Subsequently, while evaluating their financial proposals, it was found that the quoted prices are as under:-

<u>Proposal</u>	<u>Cost</u>
A	Rs.120/-
B	Rs.100/-
C	Rs.110/-

Using the formula LEC/EC where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals.

A $100/120 = 83$ points

B $100/100 = 100$ points

C $100/110 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial scores as under :

Proposal	Formula	Points	Ranking
A	$75 \times 0.70 + 83 \times 0.30$	77.40	H3
B	$80 \times 0.70 + 100 \times 0.30$	86.00	H2
C	$90 \times 0.70 + 91 \times 0.30$	90.30	H1

In the above case, proposal C being the H1 category is declared as the winner.

G. Clarification of Bids

During evaluation of bids, if found necessary, Bank may seek clarification of the bid from the bidder. The request for clarification and the response shall be in writing/email.

The decision of the Committee in the evaluation of the Technical and Commercial bids shall be final, conclusive and binding. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

6. Bid Validity Period

The proposal will be valid for 180 days from the closing date for submission of bid. A bid valid for shorter period may be rejected by the Bank as non-responsive. Any decision in this regard by the Bank shall be final, conclusive and binding on the bidder.

7. Pre-Bid Meeting

A pre-bid meeting will be held on 25/04/2017 at 3 pm at UCO Bank, Finance Department, 3rd Floor, 2nd India Exchange Place, Kolkata-700001.

8. Clarification

Bidders may request for clarification, if any, at least 3 days prior to the pre-bid meeting for submission of the bid. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail at address mentioned in this document.

9. Amendment

At any time before the submission of proposal, the Bank may, at its discretion, amend the RFP including extension of the deadline for the submission of proposals. Any such amendment/modification will be notified on the website of the Bank and will be binding on all the bidders.

10. RFP Purchase

The interested eligible bidder may collect this RFP from UCO BANK, Head Office, Finance Department, 3rd floor, 2 India Exchange Place, Kolkata-700001 from 10.00 AM to 05.00 PM on working days from 20.04.2017 till the last date of submission of bids by submitting a non-refundable Demand Draft / Pay Order for Rs. 5,000/- (Rupees Five Thousand Only) favouring 'UCO Bank ' payable at Kolkata. The Cost of *tender Document* is non-refundable.

Also the tender document may be downloaded from our website www.ucobank.com. The bidders downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids by way of non-refundable Demand Draft/ Pay Order of Rs.5,000/- (Rupees Five Thousand Only) as above. Bids not accompanied by the Demand Draft / Pay Order of requisite amount shall be out rightly rejected.

11. Submission of Bids

The Bid document must be submitted in two separate sealed envelopes super scribing one as " Technical Bid for Appointment of Tax Consultant for UCO Bank" and another as " Commercial Bid for Appointment of Tax Consultant for UCO Bank" mentioning reference number and date given hereinabove.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders and Bank's decision in this regard shall be final and conclusive.

Canvassing of any kind will be a disqualification and the Bank may decide to forthwith disqualify the bidder from further participating in the process or terminate the Agreement, as the case may be.

12. Date of Submission

Bidders are requested to participate in the tender process strictly according to the time schedule. The Bank shall not consider any request for date-extension for bid-submission on account of late downloading of RFP by any prospective bidder. The bids received **after 3.00 PM on 05/05/2017** will not be accepted under any circumstance. The Bids should be addressed to:

**General Manager
UCO Bank , Head Office,
Finance Department,
3rd Floor, 2 India Exchange Place
Kolkata - 700 001**

UCO Bank is not responsible for non-receipt of quotation within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared a holiday, the bids will be received till the specified time on next working day.

13. Rejection of the Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorised person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) etc. are liable for rejection by the Bank.

14. Modification and Withdrawal of Bids

The bidder may modify or withdraw its bid after its submission, provided that written notice of the modification or withdrawal is received by UCO Bank prior to the closing date and time prescribed for submission of bids. No bid can be permitted to be modified/withdrawn by the bidder subsequent to the closing date and time for submission of bids.

15. Confidentiality

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

16. Notification of Award

Bank will notify the Respondents in writing as soon as practicable about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

The acceptance of a tender, subject to contract, technical compliance, commercial considerations & compliance with all the terms and conditions will be communicated in writing by means Letter of Intent (LOI) at the address supplied by the bidder in the tender response.

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

**The General Manager (Finance),
UCO Bank, 3rd Floor
2 India Exchange Place
Kolkata-700001**

The written Letter of Intent (LOI) issued to the successful bidder would need to be unconditionally accepted by the bidder in writing within 2 days from the date of issue of the offer.

17. Signing of Master Contract

The successful bidder / consultant is required to enter into a Master Contract (format whereof is to be supplied by the Bank) as per Bank's format within 7 (seven) days from the date of acceptance Bank's Letter of Intent (LOI) valid for a period of 2 years effective from the date of "Go Live", unless terminated earlier by the Bank by serving 30 days prior notice in writing to the Consultant / selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of initial period, the contract may be extended by the Bank for such further period and on terms and conditions as would be mutually decided by the parties herein.

The failure, delay or evasion on the part of the successful bidder to execute the Master Contract within the period mentioned will entitle the Bank to forfeit the Earnest Money deposited by the successful bidder/Consultant, without further notice to the successful bidder/ Consultant. Further, the failure, delay or evasion on the part of the successful bidder / consultant to commence project within 3 (three) days from the date of execution of the Master Contract will result in termination of the Contract and invocation of the Bank Guarantee by the Bank without prejudice to its other rights and remedies available under the contract and/or Law(s) for the time being in force.

18. Terms of Payment :

The payments terms will be strictly as below for the amount quoted in Commercial Bid if contract is awarded.

Sl. No.	Particulars	Percentage %
1	After successful Completion of Phase-I	15%
2	After successful Completion of Phase-II	10%
3	Fees for Phase-III shall be paid quarterly as below starting from 01.07.2017 (or any other date of implementation of GST notified by Govt.) to 30.06.2019 :- For quarter 1-15% For quarter 2-15% For quarter 3-15% For quarter 4-15% For quarter 5-10% For quarter 6-10% For quarter 7- 10% For quarter 8-10%	75%

19. Paying authority

The payments as per the Payment Schedule covered hereinabove shall be paid by this office (Finance Dept, Head Office). However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory service report from the concerned departments/sites where the service is delivered.

20. Tenure of Contract

The tenure of the Contract will be for a period of 2 years effective from the date of "Go Live" unless terminated earlier by the Bank by serving 30 days prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of above contractual period, the contract may be extended/ renewed for such further period as would be decided by the Bank on the same terms and conditions as mentioned herein.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

21. Order Cancellation (Termination)

UCO BANK reserves the right to cancel the work/purchase order or terminate the Master Contract by giving 30 (thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- The selected bidder commits a breach of any of the terms and conditions of this RFP or the Master Contract to be executed between the Bank and the selected Bidder.
- The selected bidder goes into liquidation, voluntarily or otherwise.

- The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/Master Contract and the extension, if any allowed.
- Deductions on account of liquidated damages exceed more than 10% of the total work order.
- In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- UCO BANK 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 adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.

The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

22. Penalty

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

- In the event of failure of maintaining the SLA, penalty of 2% of the cost of the project per day would be levied subject to a maximum of 10% of the total order value/contract value.
- Bank may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.
- If any act or failure by the bidder under the agreement results in failure or inoperability of resources and if the Bank has to take corrective actions to ensure functionality of the same, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the resources provided by the Bidder.
- The Bank shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank re-

serves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

23. Consequences of termination

- a. In the event of termination of the Master Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Selected Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Consultant to take over the obligations of the erstwhile Consultant in relation to the execution/continued execution of the scope of the Contract.
- b. In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by BANK, the selected Bidder herein shall be obliged to provide all such assistance to the next successor Consultant or any other person as may be required and as BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.
- c. Nothing herein shall restrict the right of BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to BANK under law or otherwise.
- d. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

24. Termination for convenience

The Bank reserves its rights to terminate the contract at its own convenience by giving 30 days' prior notice in writing to the selected bidder/Consultant without assigning any reason for such termination and without any cost or compensation therefor.

25. Liquidated damages

Subject to Force majeure, if the selected Bidder fails to deliver or perform the services within the time period(s) specified in the agreement, Bank shall, without prejudice to its other remedies under the agreement, deduct from the order value, as liquidated damages, a sum equivalent to 1% of the cost of underperformed services for each week or part thereof of delay until actual delivery or performance upto a maximum deduction of 10% of the order value. Once the maximum is reached Bank may consider cancellation of the order and the Performance Security submitted may be invoked.

BANK reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by BANK to the bidder. Liquidated damages will be calculated on per week basis.

26. Indemnity

The Selected bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, litigation cost, reasonable attorneys fees), arising before or after completion of GST implementation, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with

- The Vendor's / bidder's breach of any of the terms and conditions, representations, warranties specified in the Master Contract; infringement of Intellectual Property Rights of the Bank; acts or omissions of, negligence, or misconduct by the Vendor/bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- For the purpose of the Master Contract, the vendor / bidder shall include the vendor / bidder, its personnel, employees, consultants, and / or other authorized persons.
- In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the Bank seeking indemnification.
- The responsibility to indemnify set forth in this Clause shall survive the termination of The Master Contract for any reason with regard to any indemnity claims arising in relation to the performance hereof.

The Bidders shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, Software package or any part thereof in India and abroad.

In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods/services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

The selected bidder has to furnish a letter of undertaking cum indemnity in Bank's favour as per the format to be supplied by the Bank at the time of execution of the Master contract.

27. Force majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics

2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

28. Confidentiality

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The successful Bidder must execute a *Non Disclosure Agreement* as per **Annexure-D** to the bank as per bank's format before or at the time of execution of the Master Contract.

29. No commitment to accept lowest or any offer/bid

BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid. BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

30. Non-assignment/Subcontracting

The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the

Bidder under the contract without the prior written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

31. Ownership and retention of documents

- BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the Vendor shall deliver to BANK all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of BANK/ Purchaser store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

32. Bank reserves the right to the following:

- i. Cancel the process in part or in full at any stage without assigning any reason and without any cost or compensation therefor.
- ii. Reject any or all proposals received in response to the RFP without giving any reason whatsoever and without any cost or compensation therefor.
- iii. Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated in RFP.
- iv. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- v. Extend the time for submission of proposal.
- vi. Modify the RFP document, by an amendment that would be notified on the bank's website.
- vii. To independently ascertain information from the Banks and other institutions/companies to which the bidder is/was tax consultant or for similar assignment.
- viii. Modify the time period for completion of assignment during the execution of assignment if it deems fit.

33. Other Instructions

- i. The Consultant selected for the assignment should adhere to the quality standards, regulatory directions and guidelines issued by the regulatory/supervisory authorities in this regard.
- ii. The Consultant selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data/information to any other party without the prior written approval of the Bank.
- iii. The proposal should be submitted strictly in the formats provided in this RFP document.

- iv. The proposal should be free of overwriting/ corrections/ alterations.
- v. The proposals and related Annexures should be signed by the authorized representative/s of the Consultant.
- vi. All bids and supporting documentation shall be submitted in English language only.
- vii. The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.
- viii. The bidder or its subsidiary or group concern once appointed as the consultant shall not be eligible for participating in the subsequent tenders floated by the bank , if required, for supply of software /hardware for implementation of the recommended solution for this purpose.

34. Resolution of Disputes

The selected bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between designated officials of the Bank /Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared

equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

35. Governing Language

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

36. Governing Law / Jurisdiction

The contract shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Kolkata.

37. Earnest Money Deposit (EMD)

The Bidder shall submit the EMD of Rs.3,00,000/- (Rupees Three Lakhs only) by way of demand draft favouring "UCO Bank" payable at Kolkata.

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the bidding/procurement process without any interest thereon. The EMD of successful bidder(s) will be returned on submission of Performance Bank Guarantee.

The Earnest Money Deposit shall be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the currency of bid validity.
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of BANK
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of BANK within the stipulated time period.

EMD should be kept in the envelope containing Technical Proposal as per **Annexure-B**. Any Technical Proposal envelope not accompanied by the requisite EMD shall be treated as non-responsive and is liable to be rejected.

38. Furnishing of Performance Bank Guarantee

The successful bidder shall be required to provide a Bank Guarantee for 20% of the Order Value issued by any scheduled commercial bank (other than UCO Bank) valid for the tenure of the contract period plus a claim period of 3 months, indemnifying any loss to the Bank. The bank guarantee shall be provided to the bank either before or **the execution of the Master Contract**. Bank has the right to invoke the PBG for any non-compliance of the terms & conditions of this RFP or the Master Contract to

be executed between the selected bidder and the Bank at any point of time **without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force**. In case the contract period is extended by the Bank, the selected bidder shall be responsible to extend the validity period and claim period of the Performance Bank Guarantee. The format of performance security is provided in **Annexure-E**.

39. Publicity

Any publicity by the consulting firm/concern in which the name of UCO Bank is to be used should be done only with the explicit prior and written permission of UCO Bank and subject to such conditions as may be imposed by Bank. Bank may, in its discretion, refuse to grant such permission without assigning any reasons thereof.

.....

Compliance Certificate

To,

Date :

The UCO BANK

Dear Sir,

Ref: -

Having examined the Tender Documents/Request for Proposal no
...dated....., the receipt of which is hereby duly acknowledged, we, the undersigned bid to provide consultancy in conformity with the said Tender Documents/ Request for Proposal no...dated....., and in accordance with our proposal and the schedule of Prices indicated in the Price Bid and made part of this Tender.

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

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

We hereby acknowledge and unconditionally accept that the Bank may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the consultants. Bank is not under any obligation to disclose the marks awarded to the bidders in the selection process. No queries in this regard shall be entertained by the Bank.

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

We certify that there has been no conviction by a Court of Law or indictment/adverse order by a regulatory authority for a grave offence against us or any of our sister/associate concern. We further certify that we have not employed or will employ any person against whom there has been a conviction by a Court of Law or indictment/adverse order by a regulatory authority. It is further certified that there is no investigation pending against us or our sister concern or the CEO, Directors / Managers / Employees or our concern or of our sister/associate concern. It is certified that no conflict of interest exists as on date and in future if such a conflict of interest arises, we will intimate the Bank of the same.

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

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

Dated this day of 2017

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

Annexure B**(TECHNICAL BID and BIDDERS PROFILE)****RFP for Engagement of Consultant for Implementation of GST in UCO Bank****Reference Number RFP/**

Sl. No.	Particulars	Details to be furnished for the Particulars	Details of Enclosures to be submitted
1	Name of the Bidder		
2	Address of Registered Office .		
3	Address for communication at Kolkata.	Name, Email, Fax, Telephone & Mobile Number	As stated in Point # 3 w.r.t. Bidders Eligibility Criteria
4	Date of incorporation of the bidder.		-do-
5	Presence and locations of Offices in India.	Address and contact number.	Please attach a separate sheet, where ever required.
6	Name of affiliated firms/group companies (AF).	Name, address and year of affiliation.	-do-
7	Number of years of practice by the bidder/AF in India		-do-
8	Number of CA partners and qualified CA employees in India.	Name, age, year of qualification.	Please attach a separate sheet, where ever required.
9	Number of years of experience by the CA partners and qualified CAs in the field of Indirect Taxation in India.	Name and years of experience. Certification by present /past employer.	Please attach a separate sheet, where ever required.
10	Experience of the bidder in statutory audit of nationalised banks in India during last 5 years as on 31.03.17.	Name of Bank and year of engagement.	Engagement letter/ client confirmation.
11	Number of CAs having experience more than 5 years in the field of Indirect tax in operational office of Kolkata.	Profile of the CAs.	Please attach a separate sheet, where ever required.
12	Experience in statutory au-	Name of Bank and year of	Engagement letter/

	dit of private banks in India during last 5 years as on 31.03.17.	engagement.	client confirmation.
13	Experience in concurrent audit of private & nationalized banks in India during last 5 years as on 31.03.17.	Name of bank and year of engagement.	Engagement letter/ client confirmation.
14	Experience in handling entire centralized service tax issue of Indian nationalised banks during last 8 years as on 31.03.17.	Name of bank and year of engagement.	Engagement letter/ client confirmation.
15	Experience in handling entire centralized service tax issue of financial institutions, private banks operating in India during last 8 years as on 31.03.17.	Name of bank/FI and year of engagement.	Engagement letter/ client confirmation.
16	Experience of conducting Information Technology Audit /System Audit of any nationalized bank of India during last 10 years.	Name of bank and year of engagement.	Engagement letter/ client confirmation.
17	Experience of conducting Information Technology Audit /System Audit of any private bank / financial institution of India during last 10 years.	Name of bank/FI and year of engagement.	Engagement letter/ client confirmation.
18	Details of service tax consultancy provided by the bidder to corporates in India.	Name, nature of service & period of rendering service.	Please attach a separate sheet, where ever required
19	Details of service tax consultancy provided by the bidder to Banks /Financial Institutions in India.	Name, nature of service & period of rendering service.	As stated in Point # 3 w.r.t. Bidders Eligibility Criteria
20	Number of qualified CAs / Partners in India associated in the field of Indirect Taxation.	Name, age, qualification, years of experience in indirect tax.	As stated in Point # 3 w.r.t. Bidders Eligibility Criteria
21	Number of other staffs In India associated in the field of Indirect Tax.	Name, age, qualification, years of experience in indirect tax.	Please attach a separate sheet, if required
22	Team of CAs and other personnel who will be made available for GST	Name, age, qualification, years of experience in indirect tax.	As stated in Point # 3 w.r.t. Bidders Eligibility

	implementation at UCO Bank.		Criteria
23	Whether the bidder was ever blacklisted / barred / disqualified by any regulator / statutory body.		As stated in Point # 3 w.r.t. Bidders Eligibility Criteria.
24	Whether the Bidder's owned or controlled by any Director or Employee (or their Relatives) of UCO Bank.		As stated in Point # 3 w.r.t. Bidders Eligibility Criteria.
25	PAN of the firm		
26	Service Tax Registration Number		
27	Total Number of staffs in Kolkata Office.		
28	Bank Account details.	Account Number, Nature of account, Branch, City & IFSC code.	

Dated thisday of 2017

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

**COMMERCIAL BID
(To be included in Commercial Proposal Envelop)**

Date:

Sir,

Request for Proposal for Engagement of Consultant for Implementation of GST in UCO Bank

Reference Number RFP/

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by UCO Bank as Consultant.

CONSULTANCY FEES including out of pocket expenses	
In figures (Rs)	
In words	

Terms and Conditions:-

- 1) The above quoted fee is for the entire assignment. Applicable taxes GST/Service tax will be charged separately.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal/ agreement.
- 3) Bank will deduct tax (TDS)/ any other tax while releasing payment, if applicable as per the law.

Dated this day of 2017.

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of _____

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is made on this _____ day of _____ 2017

BETWEEN

_____ incorporated in India under the _____, and having its office at _____, India ("First Party")

AND

UCO Bank, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 as amended by Banking Laws (Amendment) Act 1985, and having its Head office at 10, BTM Sarani Kolkata-700001, West Bengal, India ("Second Party").

Collectively referred to as "Parties" and, individually as "Party".

WHEREAS:

- (A) The Parties intend to enter into discussions with each other, to enable the First Party to assist the bank in implementation of GST, as per the Scope of Work covered under Request For Proposal dated _____, duly accepted by the First Party vide their letter _____ and the Consultancy Agreement dated.....between the parties.
- (B) In order to proceed with the Purpose, the Parties have agreed to exchange/will be exchanging certain Confidential Information (hereinafter defined) concerning the Purpose and have agreed to provide and to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.
- (C) The Party disclosing information shall hereinafter be referred to as the "Disclosing Party" and the Party receiving such information shall be referred to as the "Receiving Party".

IN CONSIDERATION of each Party's access to the other Party's Confidential Information and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), each Party agrees to the following terms and conditions:

1. The term "Confidential Information" for the purpose of this Agreement shall mean any and all information and/or data which is obtained, whether in writing, pictorially, in machine readable form, orally or by observation during their visits, in connection with the Purpose or otherwise, including but not limited to, financial information, know-how, processes, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing and other business strategies and the existence of this Agreement.
2. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:
 - (a) is or becomes publicly available without breach of this Agreement;
 - (b) becomes lawfully available to either Party from a third party free from any confidentiality restriction;
 - (c) is required to be disclosed under any relevant law, regulation or order of court, provided the affected Party is given prompt notice of such requirement or such order and (where possible) provided the opportunity to contest it, and the scope of such disclosure is limited to the extent possible; or
 - (d) was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records.
3. The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent.
4. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information.
5. The Receiving Party shall not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the Disclosing Party's prior written consent.
6. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made under clause 5. However, the Second Party shall allow the First Party to retain a copy of its working papers and supporting documentation made available to the Second Party.
7. The Receiving Party shall not use the Confidential Information to procure a Price advantage over the Disclosing Party.
8. The Receiving Party acknowledges that damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the

Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.

9. The Receiving Party does not acquire any intellectual property rights under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.
10. The Receiving Party shall not modify or erase the logos, trademarks etc., of Disclosing Party or any third party present on the Confidential Information. Neither party shall use or display the logos, trademarks etc., of the other party in any advertisement, press etc., without the prior written consent of the other party.
11. No warranties of any kind are given with respect to the Confidential Information disclosed under this Agreement or any use thereof, except as may be otherwise agreed to in writing. Neither party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential or punitive damages of the other party in connection with the provision or use of Information hereunder, except to the extent of direct costs incurred for such provision or use, constituting a breach of this Agreement.
12. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.
13. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Kolkata
14. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.
15. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.
16. All obligations respecting the Confidential Information already provided hereunder shall survive any termination of this Agreement
17. This Agreement is valid and binding on the successors-in-title and permitted assigns of the respective Parties.
18. The terms of this Agreement shall continue to remain in full force and effect notwithstanding the termination or expiry of Consultancy Agreement dated.....between the parties hereto.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written

SIGNED:

For and on behalf of

Name:

Title:

SIGNED:

For and on behalf of

[UCO BANK]

Name:

Title:

Format of Performance Bank Guarantee (PBG)

To:
General Manager
UCO Bank, Head Office
Finance Department
2 India Exchange Place
Kolkata : 700001

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970, having its head office at 10, BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata - 700001 (hereinafter called UCO BANK) having agreed to exempt M/s (Name of the Consultant/vendor Company/Firm), a Company incorporated under Act, having its registered office at (Address of the vendor company) (hereinafter called —the said VENDOR) from the demand, under the terms and conditions of the Master Contract to be made between UCO BANK and the Vendor for a period of In pursuance of Request For Proposal (RFP) No.....dated....., as modified, (hereinafter called —the said Agreement[]), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs.....(Rupees..... only).

We.....[Indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as —the Bank[]) at the request of [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Contract.

2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Contract or by reason of the VENDOR'S failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We.....[indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii. This Bank Guarantee shall be valid upto and

iii. 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(date of expiry of Guarantee including claim period).

8. Dated the day of for..... [Indicate the name of Bank]

Yours faithfully,

For and on behalf of _____ Bank

Authorised Official

Note:

1. Selected vendor should ensure that the Seal and Employee Code No. of the Signatory is put by the bankers, before submission of the Bank Guarantee.
2. Bidder guarantee issued by Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

PRE-CONTRACT INTEGRITY PACT

(to be submitted along with Technical Bid in a stamped paper of Rs. 200/-

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity *Pact*) is made on.....day of the month of....., 20___between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

and

M/s.....represented by Shri.....,..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure services (Engagement of consultant for implementation of GST in UCO Bank) and the BIDDER/Seller is willing to offer/has offered the Consultancy Services for implementation of GST and

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 BUYER is aDepartment performing its functions on behalf of UCO BANK.

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 :-

Enabling the BUYER to obtain the desired consultancy service 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

Enabling BIDDERS 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 BUYER 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 BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation 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.

1.2 The BUYER 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.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. Misconduct

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

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

3.2 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 BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 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 BUYER 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 the Government for showing or forbearing to show fa-

your or disfavour to any person in relation to the contract or any other contract with the Government.

3.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.5 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.6 The BIDDER further confirms and declares to the BUYER that 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 BUYER 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.

3.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER 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.

3.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER 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.

3.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 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 BUYER, or alternatively, if any relative of an officer of the BUYER has financial inter-

est/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 Section 6 of the Companies Act 1956.

3.14 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 BUYER.

4. Previous Transgression

4.1 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 in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.

4.2 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. Earnest Money (Security Deposit)

5.1 While submitting technical bid, the BIDDER shall deposit an amount of Rs. 3.00 Lakhs as Earnest Money/Security Deposit, with the BUYER through Bank Draft or a Pay Order in favour of UCO Bank, payable at Kolkata .

5.2 Further a confirmed performance bank guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within the stipulated time stated in RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.3 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 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 BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) 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 BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of UCO Bank, If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other purpose, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee/ performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) 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 BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the UCO Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) 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.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER 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 Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER 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

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/service/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 and if it is found at any stage that similar product/service/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU 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 BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed (or may appoint) Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties/The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

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

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, 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.

12.2 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.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER BIDDER

Name of the Officer Authorised Signatory

Designation

Deptt

Witness Witness

1.

2.

RFP REFERENCE No. Dated 20.04.2017.

DECLARATION-CUM-UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To
UCO Bank, Head Office
3rd Floor, Finance Department
2 India Exchange Place
Kolkata: 700001

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns),

we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexures, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 2017.

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorised Signatory(ies)]