



UCO BANK

Audit & Inspection Department, Head Office

10 B.T. M Sarani

Kolkata 700001, INDIA

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Request for Proposal (RFP)

For

Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department

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Reference Number: UCO/A&I/RFP/01/2021-22

Date: 10/01/2022

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

This document is prepared by UCO Bank for empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department. This document is meant for the exclusive purpose of Bidding as per the Specification, Terms, Condition and Scope indicated. It shall not be transferred, reproduced, reused, copied or otherwise used for purposes other than for which it is specifically issued.

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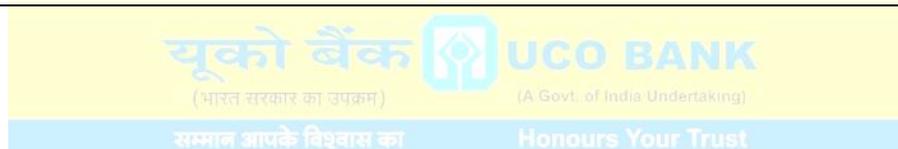


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IMPORTANT DATES

Sl. No.	Subject	Date/Time
1.	RFP Ref. Number & Date	UCO/A&I /RFP/01/2021-22 Dated.10-01-2022
2.	Description of RFP	Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department
3.	Address for submission of Bid & Place of Opening of Bids	General Manager, Audit & Inspection Department 1 st Floor, UCO Bank, Head Office : 10 , B T M Sarani, Kolkata – 700 001 Phone: 033- 44557984/7374
4.	Website address	www.ucobank.com
5.	E-mail address	hoinsp.calcutta@ucobank.co.in
6.	Date of Issue	10-01-2022
7.	Last Date of Submission of Queries	17-01-2022
8.	Date of Pre-Bid Meeting (It will be organised online)	20-01-2022
9.	Date by when Bank will respond to the clarifications sought by Applicants	24-01-2022
10.	Last Date & Venue of Submission of Quotation/Bid Documents	27-01-2022 at 4:00 p.m. Audit & Inspection Department 1 st Floor, UCO Bank, Head Office 10 , B T M Sarani, Kolkata – 700 001
11.	Date of opening of Technical Bid	28.01.2022 at 3:30 p.m.
12.	Date of opening of Financial Bid	Will be informed subsequently to technically qualified applicants
13.	Contact Person Details	Shri. A. K. Murmu, AGM, Audit & Inspection Department, Tel # 033 4455 7984

14.	Application Fee	Rs. 10,000.00/- (Rupees Ten Thousands Only) + 18% GST (i.e. Rs. 1,800.00) Non-refundable and to be paid by way of Demand Draft in favour of UCO Bank payable at Kolkata
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Note: Bids will be opened in presence of the applicants' representatives (maximum two representatives per applicant) who choose to attend. In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 4:30 p.m. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No applicant shall be allowed to withdraw the bid

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1. **Introduction:-**

UCO Bank, a body corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, has its Head Office at 10, B T M Sarani, Kolkata – 700 001. The Bank's history is parallel to India's freedom struggle and was founded by noted industrialist Shri. G D Birla. UCO Bank (hereinafter referred to as "Bank") is one of the leading Public Sector Banks having pan India presence. The Bank was nationalised on 19th July'1969 and is presently a Public Sector Bank with the Government of India holding major stake of its Capital.

Bank has a sizable customer base, along with 42 Zonal Offices, more than 3000+ Domestic Branches, four Overseas Branches two each at Singapore & Hong Kong Centres and 2500+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle (Ver. 10.2.25) as a Core Banking Solution.

2. **Objectives:-**

- a) This RFP is floated with an objective to invite applications from Chartered Accountant (CA) Firms for empanelment with the Bank, subject to fulfilling eligibility criteria stipulated in Clause 4 for carrying out review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department along with other works which are part parcel of advertisement or incidental thereto.
- b) The applications satisfying the Eligibility Criteria as per the RFP and having experience in conducting similar audits / review in Banking and Financial Sector are preferred.
- c) Once the responses to the RFP are received, the Bank will start the evaluation process and finalize the panel of Chartered Accountant Firms who will satisfy the eligibility criteria.

3. **Broad Scope of Work:-**

Bank invites proposals from eligible Chartered Accountant Firms with the view of entering into empanelment for broad categories of work as mentioned herein below :-

- a. Review of the internal audit framework pertaining to policy, processes and procedures.
- b. Review of reporting structure and various audit formats of the Bank.
- c. Review of the Risk rating framework of Branches and to ascertain whether various risk assessment parameters, criticality, risk ratings and audit observations reflects the true picture of Branches/business unit.
- d. Whether checklists provided in various audit system are in accordance with the guidelines of RBI/Bank.
- e. Identification of redundant procedures if any and to suggest measures in order to bring Improvement in audit.
- f. Evaluating the effectiveness of internal audit.

Details of objectives, eligibility and qualification criteria, data & documents required to be submitted along with RFP, criteria that would be adopted for evaluation of the responses/ short listing as well as other relevant information is contained in this document. The RFP document can be downloaded from the Bank's website www.ucobank.com

4. **Eligibility Criteria (All mandatory provisions) :-**

It is mandatory for agencies to ensure that the following minimum eligibility criteria as on the date of RFP are eligible to apply. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations

SL.NO.	Eligibility Criteria	Proof of Documents required / Must be submitted
1	The bidder shall be CA Firm (LLP/ Partnership) Should not be an individual, Proprietary or HUF.	Certified True Copy of LLP agreement / partnership deed.
2	The bidder should have minimum turnover Rs.25.00 Crores and above.	Copies of Audited Balance Sheet for last 3 years, IT Returns & GST Returns.
3	The bidder should be well acquainted with Banking regulations of India and shall have conducted /rendered / provided one or more of the following services to the industry. <ul style="list-style-type: none"> • Conducting review of internal audit function of the institution / organisation and evaluation of its effectiveness. 	A Self-declaration with details of branches and their address by the Applicant on it's letter head.

	<ul style="list-style-type: none"> • Internal Audit and Risk Advisory • Audit Control Evaluation, Risk and Compliance • Compliance to regulatory guidelines and management of risk • Any other in similar lines or Governance, Risk Management and Compliance. 	
4	Bidder should have Conducted review of internal audit function and evaluated its effectiveness / rendered Audit & Advisory service/ Risk Evaluation – mitigation / Risk Management/Compliance/Specific Advisory service to strengthen Internal Audit function to PSB or private banks or any industry in India.	A Self-declaration by the Applicant on it's letter head.
5	The bidder should have the resources and experienced professionals having knowledge of : (i) Banking Domain (ii) Internal Audits in Banks (iii)Governance, Risk Management and Compliance. (iv)Information System Security Management System Lead Auditor (ISMS-LA) / DISA certification.	A Self-declaration by the Applicant on it's letter head.
6	The bidder should not have been blacklisted/disqualified/de-empanelled by any Central/State Government/ PSU / Bank/ RBI/ IBA/ ICAI /any regulatory authority and not involved in any major litigation that may have impacted or compromised the delivery of services required from July 2016 onwards .	A Self-declaration as per Annexure II by the Applicant on it's letter head. However UCO Bank would have the right to independently verify the same.
7	The bidder should have experience of at least 5 years in the Industry with minimum staff strength of 12 full time professionals. The bidder should have worked with at least one Bank (preferably a PSU Bank) with satisfactory performance.	Empanelment letter & Certification of satisfactory performance as per Annexure III & IV
8	The Applicant Firm should not have any type of present empanelment with UCO	Will be validated by Audit &

	Bank and if there was any empanelment in the past, their dealings with us must be satisfactory.	Inspection Department UCO Bank Head Office.
9	The Applicant Firm should not be owned or controlled by any Director or Employee or Relatives of UCO Bank.	A Self-declaration by the Applicant on it's letter head.
10	Central Minimum Wages Act & Labour Laws: The bidder has to submit an Undertaking in its letterhead ensuring that the payment towards services is in consonance with Central Minimum Wages Act & Labour Laws.	Self-declaration as per Annexure V on the Firm Letter-head should be submitted.

5. Terms and Conditions:-

- a) The duration of Empanelment of proposed Firms will be for a period of Three Years. However, the Bank reserves the right to cancel or extend the validity period of empanelment.
- b) The Bank will have right to remove any Firm from the empanelled list without assigning any reason whatsoever and without any cost & compensation therefore. Bank also reserves the right to modify the terms and conditions for empanelled Firms.
- c) The Empanelled Firm is/are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to Bank's Interest. The Firm will maintain confidentiality on matters disclosed till proper instruction is issued for publication. Bank reserve the right to impose penalty in case of any violation of the above.
- d) The Firm should be able to execute order at short notices.
- e) Bank has the right to award the work to any of the empanelled CA Firm, depending on the exigencies of the work and for any particular work depending on the nature and magnitude of the work.
- f) Applications received after due date & time or without prescribed documents will be rejected.
- g) Bank reserves the right for rejection of any/all applications or have empanelment done otherwise without assigning any reason whatsoever and without any cost & compensation therefor. All decisions taken by the bank would be final and no further representation in this regard will be entertained.

- h) The empanelled Firm will be paid the expenses incurred by them during their services on the due submission of an itemized bill. The price quoted in the Bill will be inclusive of GST or any other applicable taxes as may be applicable from time to time.
- i) No binding Legal Relationship will exist between any of the Firms who have submitted application in pursuant to this document and the Bank until execution of a contractual agreement to full satisfaction of the Bank.
- j) The Bank may, without prejudice to any other remedy as may be available for breach of contract, by providing a 30 days' written notice to the Firm, may terminate the contract in whole or in part, once any default is noticed.
- ❖ if the empanelled Firm fails to deliver / undertake any or all of the services within the time period(s) specified in the contract / work schedule/request, or any extension thereof granted by the Bank;
 - ❖ If the empanelled Firm fails to perform any other obligation(s) under the Contract.

In the event, the Bank terminates the contract in whole or in part pursuant to the above, the Bank reserves the right to get the remaining services executed by another Firm of its choice, by giving 30 days' notice and in that eventuality the Firm is bound to make good the additional expenditure, that the bank may have to incur in executing the remaining part of the contract.

- k) The empanelled Firm shall abide by all relevant rules and regulations of the Government as issued from time to time and also to obtain all licenses, consents and permits, as may be required for the delivery / performance of the services from time to time.
- l) The empanelled Firm at its own cost will defend or settle any claim against UCO Bank to the effect that the empanelled Firm infringed any Intellectual Property Rights, trade mark, copy right etc. of any person (including third party).
- m) In the event of any actions being contemplated or instituted against the Bank, for alleged infringement of any intellectual property right or other statutory or common law rights, the Bank reserves the right to cancel immediately its contract or part thereof yet to be undertaken

and the Firm shall compensate the Bank any of the commission already paid to the Firm or any other loss that might be incurred by the Bank.

- n) UCO Bank reserves the right to disqualify such Firms who have a record of not meeting contractual obligations against earlier contracts entered into with UCO Bank.
- o) UCO Bank reserves the right to blacklist a Firm for a suitable period in case the agency fails to honour its bid without sufficient grounds.
- p) The Firm should enter into an integrity Pact with the UCO Bank. The Agreement will be as per Annexure -IA .
- q) The selected Firm /Applicant shall indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Firm /Applicant shall indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

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The selected Firm/Applicant shall indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfil obligations by the selected applicant or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Applicant shall continue to be liable under the indemnities.

6. Language of Bid

The language of the bid response and any communication with the Bank must be written in English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by an attested translation in English, in which case, for purpose of evaluation of the bids, the English translation will govern.

The Proposal shall be in two parts in separate Sealed covers and shall be submitted as per norms as follows:

- (a) Technical Bid proposal
- (b) Commercial Bid proposal

7. Technical Bid:

- a. The Technical Bid** – Annexure-I, IA, II, III, IV, V, VIII and IX should be complete in all respects and contain all information asked for in these documents and should bear the bidders' seal and the name, designation and signature of the Authorized Signatory of the bidder. It should not contain any price information.
- b.** The following original documents in physical form are to be submitted to the bank:
 - i.** Integrity Pact (IP) as provided in Annexure IA. It should be duly signed by authorized signatories
 - ii.** Eligibility criteria as provided for in (Point No.4 of RFP) along with supporting documents attached
- c.** The bidder should ensure that all the annexures are submitted as prescribed by the Bank. In case it is not in the prescribed format, it is liable to be rejected.
- d.** The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a bidder.
- e.** 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.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

8. Commercial Bid

- a.** The Commercial bid must be submitted as provided for in the template attached as **Annexure VI**
- b.** Opening of the commercial bids will be subject to the Firms getting shortlisted on the basis of technical evaluation.

9. Summary of Proposal Format

The RFP should be submitted in two separate sealed envelopes:

Sealed Envelope 1–All the below annexures to be submitted:

- Technical Bid – Annexure-I, IA, II, III, IV, V, VIII and IX
- Technical Bid –Documents pertaining to Eligibility Criteria (as in Point No.4 of RFP)

Envelope containing the above annexures should have the name of the bidder mentioned on the envelope and titled as – **“Technical bid for Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department”**

Sealed Envelope 2–Annexure VI to be submitted in this envelope

Envelope containing the above annexure should have the name of the bidder mentioned on the envelope and titled as – **“Commercial bid for Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department”**

10. Submission of Application:-

The complete application in sealed cover super scribed, as “Application for Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department” along with required documents as detailed in Point No. 4 to be submitted to:

To
General Manager
Audit & Inspection Department,
1st Floor, UCO Bank, Head Office,
10, BTM Sarani, Kolkata-700 001.

Firms applying for empanelment may please note that the non-refundable application fee of **Rs.10,000.00/- (Rupees Ten Thousands Only) + 18% GST (i.e. Rs. 1,800.00)** is to be enclosed with the application in the form of Pay order or Demand Draft in favour of UCO Bank payable at Kolkata.

Applications will be accepted by the Department from **12-01-2022**. No application will be accepted after the due date.

Last date for submission of application is **27-01-2022** up to 4 p.m.

Application is liable to be rejected if:

- ❖ The documents submitted are incomplete.
- ❖ The application is received after the expiry of due date and time stipulated for application submission.
- ❖ Application Fee has not been paid.
- ❖ The Firms not fulfilling the criterion defined in the draft RFP will be rejected summarily at the sole discretion of the Bank.

11. Evaluation Process:-

Bank will formulate a committee(s) for making evaluation. This committee(s) will evaluate the application submitted by the applicant who fulfil the Eligibility Criteria will be shortlisted. The Bank reserves the right to accept or reject any application without assigning any reason whatsoever and without any cost & compensation therefor. No correspondence will be entertained with regard to the short listing and empanelment process.

The process of evaluation is detailed hereunder:

- All the applications will be evaluated based on “Eligibility Criteria” mentioned under point no. 4. Bank will short-list those firms which are satisfying the eligibility criteria in all respects and declare the firms which are technically qualified for further evaluation.
- Broad (indicative) evaluation criteria are mentioned herein below:

Sr.	Criteria
1	Average Turnover for the last three financial years
2	Recent review of Internal Audit function of any other Banks
3	The Firm's experience in the number of requisite areas as specified under eligibility criteria.
4	Empanelment with PSBs / Private Sector Banks.
5	Experience in the area of review /evaluation of internal audit function in Banks
6	No. of full time professionals to take care of Bank's requirement and assignment

Based on the above evaluation, Committee will assign marks to all the firms and rank them accordingly. Based on a minimum marks fixed by the Bank, at its discretion, Bank will short-list the bidding forms and will be called "Qualified Firms". The financial/commercial proposals will be opened only in respect of Qualified Firms.

The commercial proposals will be opened subsequently after intimating the qualified Bidders.

In case of a discrepancy between amount in words and figures, the former will prevail.

In case any Qualified Firm is not agreeable to sign the service level agreement or impose any conditions not acceptable to the Bank or communicate any changes from its stated responses in the RFP or presentation made to the Bank which may not be acceptable to the Bank, the Bank on its sole discretion may select the next Firm for empanelment. Here, it would be pertinent to mention that Bank shall be within its rights to stipulate such terms and conditions as it may deem fit, including the best practices to be followed by the Firms.

12. Due Diligence:-

The applicant is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Proposal shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The proposal should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a proposal not responsive to this RFP in each and every respect will be at the applicant's own risk and may result in rejection of the proposal and for which UCO Bank shall not be held responsible.

13. Tender document and Fee:

The tender document may be downloaded from the bank's official website www.ucobank.com. The applicant downloading the tender document from the website is required to submit a non-refundable fee of Rs. 10,000.00/- (Rupees Ten Thousands Only) + 18% GST (i.e. Rs. 1,800.00) in the form of Demand Draft or Banker's Cheque in favour of UCO BANK, payable at Kolkata, or NEFT at the time of submission of the technical bid, failing which the bid of the concerned applicant will be rejected.

In case of applicants being an MSME under registration of any scheme of Ministry of MSME, they are exempted from paying the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

UCO BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof and without any cost or compensation thereof. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the applicants. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Applicant or Applicants or any obligation to inform the affected Applicant or Applicants of the grounds for Bank's action. During the evaluation process at any stage, if it is found that the applicant does not meet the eligibility criteria or has submitted false / incorrect information the bid will be rejected summarily by The Bank.

The Bank details are as below:



14. Late Proposals :-

- a. Proposals received after the due date and the specified time for any reason whatsoever shall not be entertained and shall be returned unopened.
- b. The proposals submitted by post/fax/telex/telegram shall not be considered.No correspondence will be entertained on this matter.
- c. UCO Bank shall not be responsible for any delay in submission of proposals. No further correspondence will be entertained in this matter.
- d. UCO Bank reserves the right to modify and amend any of the above stipulated conditions or criterion depending upon project priorities vis-à-

vis urgent commitments.

15. Rejection of Proposals:-

The Proposal is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for proposal submission.
- d. Incomplete proposals, including non-submission or non-furnishing of requisite documents / Conditional ~~Proposals~~/ deviation of terms & conditions or scope of work/ incorrect information in proposals / proposals not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- e. Applicant should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the proposal.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. The applicant submits incomplete proposals, including non-submission or non furnishing of requisite documents / Conditional Proposals / Proposals not conforming to the terms and conditions stipulated in this Request for Proposal (RFP).
- h. Non-submission of Pre Contract Integrity Pact as per format given in Annexure – .

16. Schedule of Pre-Bid Meeting, Technical and Financial Bid:-

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Most Important Dates For Applicants sheet by e-mail to hoinsp.calcutta@ucobank.co.in in .doc/.pdf format only. It may be noted that no query from any applicant shall be entertained or received after the specified date. Queries raised by the prospective applicants and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard. Only authorized representatives of applicant will be allowed to attend the Pre-bid meeting.

- 1) **Pre-Bid Meeting:** 20/01/2022; The meeting will be conducted virtually. Link will be shared in due course.

2) **Evaluation** of :

a) Technical Bid– 28/01/2022; 3:30 p.m.

b) Commercial Bid – to be intimated.

17. Modification and Withdrawal of Applications:-

No application can be modified by the applicant subsequent to the closing date and time for submission of applications.

18. Information provided:-

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

19. Clarification of offer:-



To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all applicants for clarification of their offer/bid documents. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the applicant.

20. UCO Bank's Right to Modification/Revision of RFP:-

UCO Bank reserves the right to:-

- a. Cancel or Modify any terms, conditions and specifications of the RFP by publishing a notice to such effect on website of UCO Bank.
- b. Obtain revised proposals from the applicants with regard to modifications/changes in RFP. Place repeat orders.
- c. Issue the amendments to the RFP at any time, prior to the deadline for the submission of applications. From the date of issue, amendments to RFP Document shall be deemed to form an integral part of the RFP Document.

- d. Any decision of the Bank in this regard shall be final, conclusive and binding on the applicant.

21. Issue of Corrigendum:-

At any time prior to the last date of receipt of applications, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

22. Errors and Omissions:-

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

23. Disclaimer:-

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.

24. Costs borne by Respondents:

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

25. Cancellation of Tender Process:-

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation thereof to any of the participating applicants.

26. No Legal Relationship:-

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

27. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

28. Address of Communication

Application should be addressed to the address given in bid control sheet.

29. For Respondent Only

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

30. Notification

Bank will notify the Respondents in writing as soon as possible 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.

31. Erasures or Alterations

The application should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialled / authenticated by the person/(s) signing the Bid.

32. Corrupt and Fraudulent Practices:-

As per Central Vigilance Commission (CVC) directives, it is required that Applicants / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

AND

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among applicants (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

33. Non-Transferable Offer:-

This Request for Proposal (RFP) is not transferable. Only the applicant who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

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

34. Period of Validity of Application:-

Applications shall remain valid for 60 (Sixty) days after the date of application opening prescribed by BANK. BANK holds the rights to reject an application valid for a period shorter than the above time frame, without any correspondence. In exceptional circumstances, BANK may solicit the applicant's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the applicant should be unconditional and irrevocable. The Application Security, if any, provided shall also be suitably extended. As applicant acceding to the request will neither be required nor be permitted to modify its application. An applicant may refuse the request without forfeiting its application security. In any case the application security of the applicants will be returned after completion of the process.

35. No Commitment to accept any Application:

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any applicant, and or to listen to any representations.

36. Authorized Signatory:-

The selected applicant shall indicate the authorized signatories who can discuss and correspond with Bank, with regard to the obligations under the contract. The selected applicant shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the applicant to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The applicant shall provide proof of signature identification for the above purposes as required by Bank.

37. Verification

UCO Bank reserves the right to verify any or all statements made by the applicant in the application document and to inspect the applicant's facilities, if necessary, to establish to its satisfaction about the applicant's capacity to perform the job.

38. Adoption of Integrity Pact:

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective applicants / applicants / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the applicants along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- b. Principal to treat all applicants with equity and reason.
- c. Promise on the part of applicants not to offer any benefit to the employees of the Principal not available legally.
- d. Applicants not to enter into any undisclosed agreement or understanding with other applicants with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Applicants not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign applicants to disclose the name and address of agents and representatives in India and Indian Applicants to disclose their foreign principals or associates.
- g. Applicants to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the applicants and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure –IA for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

I) Smt. Jaya Das Gupta
Plot – 103, Block – B,
Lake Town, Kolkata – 700089
email: jayadasgupta58@gmail.com

II) Shri Ranjan S Katoch
A-91, Alkapuri,
Bhopal, MP- 462022

email: rkatoch@nic.in

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with the concerned Department along with the Technical Bid as directed.

39. Preliminary Scrutiny:-

Bank will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

Bank may, at its sole discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and Bank reserves the right for such waivers.

40. Signing of Contract

The selected applicant(s) shall be required to enter into a Service Level Agreement (SLA) with UCO Bank, within 15 days of the award of the Bid through a Letter of Empanelment or within such extended period as may be specified.

(भारत सरकार का उपक्रम)

(A Govt. of India Undertaking)

सम्मान आपके विश्वास का

Honours Your Trust

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the RFP and the acceptance thereof, with terms and conditions contained in a SLA to be signed at the time of execution of the Form of Contract.

The selected bidder will also sign a Non-Disclosure Agreement with the Bank on a format prescribed by the Bank.

41. Blacklisting

GROUND FOR DISQUALIFICATION & BLACKLISTING

(A) Notwithstanding anything contained in this document, any Bidder/selected Applicant shall be disqualified when –

i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any

other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;

ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;

iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

i) submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;

ii) any documented unsolicited attempt by the Bidder to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;

iii) unauthorized use of one's name or using the name of another for purpose of bidding;

iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;

v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;

- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Applicant, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.;;
- xi)** failure by the Bidder/Applicant to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
- a. Employment of competent technical personal, competent engineers and/or work supervisors;
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Deployment of committed equipment, facilities, support staff and manpower; and
 - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.

xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;

xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;

xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,

xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

(C) Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

(D) The Bank will have the discretion to disqualify the Bidder/Applicant and/or initiate the process for blacklisting the Bidder/Applicant and may also entail forfeiture of performance security furnished by the Bidder/Applicant. "

42. Contract Period:

The period of contract will be initially for a period of 3 (Three) years from the date of signing of the Agreement, unless and until terminated earlier by the Bank for its own convenience by giving 30 (Thirty) days notice in writing to the Applicant without assigning any reason(s) and without any cost(s) or compensation therefor.

The Bank reserves the right to extend/renew this Agreement/Contract for a further period at its sole discretion and on the same terms and conditions.

However, the Bank is not under any obligation to extend/renew the period of this Agreement/Contract.

The performance of the Applicant shall be reviewed Quarterly. If the performance of the Applicant is found not in consonance with the terms of this Agreement/Contract, Bank may terminate the Agreement/Contract at its sole discretion by giving 30 (Thirty) days' notice in writing to the Applicant without assigning any reason(s) and without any cost(s) or compensation therefor and also without prejudice to the Bank's right(s) and contention(s) available under the RFP and any other law(s) for the time being in force.

43. CONFIDENTIALITY AND SECRECY

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

- To maintain and use the Information only for the purposes of the said Agreement/Contract 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.
- The Applicant acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the UCO Bank relating to its business practices in connection with the performance of services under this said Agreement/Contract or otherwise, is deemed by the UCO Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the UCO Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The UCO Bank.
- The Applicant shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the UCO Bank. The Confidential Information will be safeguarded and the

selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.

- Conflict of interest- The Applicant shall disclose to the bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Applicant or the Applicant's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict..

The Applicant is required to execute a Non-Disclosure Agreement to the Bank as per the format provided by the Bank at the time of execution of the said Agreement/Contract.

44. FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the Applicant or the 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, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemic,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

The Applicant/sub-contractor shall not be held liable for forfeiture of its performance security, liquidated damages or termination of contract for default, if and to the extent that its delay in performance or other failure to perform its obligations under the said Agreement/Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Applicant/sub-contractor shall promptly notify UCO Bank in writing of such conditions and the cause thereof within a period of fifteen (15) calendar days.

Unless otherwise directed by UCO Bank in writing, the Applicant shall continue to perform its obligations under the said Agreement/Contract, as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by any Force Majeure event. In such a case, the time for performance shall be extended by the Bank for a period(s) not less than the duration of such delay.

If the duration of delay continues beyond a period of 30 days', UCO Bank and the Applicant shall hold consultations with each other to make an endeavor to find a solution to the problem. Notwithstanding the above, the decision of UCO Bank shall be final and binding upon the Applicant.

45. INDEMNITY

The 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 attorney's fees) 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 bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/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 Agreement, the bidder shall include the 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 party seeking indemnification.
- The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.

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.

46. Publicity:-

Any publicity by the applicant in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The applicant shall not make or allow making a public announcement or media release

about any aspect of the contract unless Bank first gives the applicant its prior written consent.

47. Dispute Resolution Mechanism:-

The Applicant 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 Smt. Asha Rajiv, General Manager, Audit & Inspection Department and the Authorised Official of the Applicant. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- c. 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 30 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.
- d. 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.

- e. The Applicant shall not be entitled to suspend the Service/s, 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 notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

48. Termination:-

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

- a) The selected Firm commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Firm.
- b) The selected Firm violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,
- c) The selected Firm goes into liquidation, voluntarily or otherwise.
- d) An attachment is levied or continues to be levied upon the selected Firm for a continuous period of seven days upon effects of the bid.
- e) The progress regarding execution of the order by the selected Firm is found to be satisfactory.
- f) Non-compliance by the selected Firm of the scope of the job.
- g) Repetitive failure of the deployed personnel of the selected Firm to perform the job to the satisfaction of the Bank.
- h) The selected Firm fails to complete the assignment as per the time lines prescribed in the Work Order/said agreement /Contract and the extension, if any allowed.
- i) On the events of data piracy/privacy/system failures/security failures.
- j) After award of the contract, if the selected Firm 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 7 days' notice for the same. In this event, the selected Firm 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.

k) UCO BANK reserves the right to recover any dues payable by the selected Firm from any amount outstanding to the credit of the selected Firm, including the adjustment of pending bills 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.

49. Consequences of Termination:-

- a. In the event of termination of the contract due to any cause whatsoever, [whether consequent upon 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 services which the applicant 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 applicant to take over the obligations of the erstwhile applicant 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 applicant herein shall be obliged to provide all such assistance to the next successor applicant 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 encash the Demand Draft towards Earnest Money Deposit (EMD), enforce the Deed 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.

50. 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 applicant/firm without assigning any reason for such termination and without any cost or compensation thereof.

51. Termination for Insolvency

The Bank may at any time terminate the said Agreement/Contract by giving a written notice of 30 (Thirty) days to the applicant, if the Applicant becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Applicant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

52. Termination for Default

The Bank, without prejudice to any other remedy for breach of the said Agreement/Contract, by written notice of 30 (Thirty) days (both in words and figures) of default sent to the Applicant, may terminate this said Agreement/Contract in whole or in part, if the Applicant fails to perform any obligation(s) under the said Agreement/Contract.

53. Compliance Confirmation:-

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

54. Governing Laws And Jurisdiction :-

This 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 in Kolkata.

55. Non-Disclosure:-

By virtue of RFP process and its implementation thereof, the applicant may have access to the confidential information and data of the Bank and its customers.

a. That the applicant will treat the confidential information as confidential and shall not disclose to any third party. The applicant will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the confidential information.

b. That the applicant will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the applicant will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the applicant shall use reasonable efforts to advise the Bank immediately in the event that the applicant learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the applicant, and will reasonably cooperate in seeking injunctive relieve against any such person.

c. That the applicant will strictly maintain the secrecy of Bank's data.

56. Notices :-



Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post then on expiry of seven days from the date of posting.

57. Signing of the Bid:-

The application shall be signed by a person or persons duly authorized by the applicant with signature duly attested. In the case of a body corporate, the application shall be signed by the duly authorized officers and supported by internal corporate authorizations.

58. Sub-Contracting:-

The applicant will not sub-contract or delegate or permit anyone other than the applicant's personnel to perform any of the work, service or other performance required of the Applicant under this agreement without the prior written consent of the Bank and the Bank's decision in this regard will be final and acceptable to the applicant.

59. Independent Service Provider:-

- a. The selected Firm and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a nonexclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The selected Firm acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.
- b. The selected Firm's personnel, employees, sub-contractors of the applicant etc. have no authority/ right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the selected applicant shall be employed solely by the applicant and governed by terms of the applicant's employment and the selected applicant shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/ sub-contractor of the selected applicant.
- c. The selected applicant shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The selected applicant shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The selected applicant shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the applicant at UCO Bank establishments / sites and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for aforesaid tender.
- d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your firm, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees,

agents, contractors, subcontractors etc. of your firm shall be paid by your firm alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your firm shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees, agents, contractors, subcontractors etc. However, the applicant selected would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

60. Notification of Award:-

The finalization & selection of a tender, subject to eligibility compliance with all the terms and conditions will be communicated in writing by means of offer of contract/ service order at the address supplied by the applicant in the tender response. Any change of address of the Applicant, should therefore be promptly notified to UCO Bank, Corporate Communication Department, Head Office, 2nd Floor, 10, B.T.M.Sarani, Kolkata-700001. The written offer of contract/ order issued to the successful applicant would need to be accepted by the applicant in writing within 7 days from the date of issue of the offer.

(भारत सरकार का उपक्रम)

(A Govt. of India Undertaking)

सम्मान आपके विश्वास का

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61. Confidentiality of the Application Document:-

The applicant, irrespective of his/her participation in the application process, shall treat the details of the documents as secret and confidential.

62. Ownership and Retention of Documents:-

- a. Bank shall own the documents, prepared by or for the selected applicant arising out of or in connection with the contract.
- b. Forthwith upon expiry or earlier termination of the contract and at any other time on demand by Bank, the firm shall deliver to Bank all documents provided by or originating from Bank/ Purchaser and all documents produced by or from or for the Firm in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost.
- c. The selected applicant shall not, without the prior written consent of Bank/ Purchaser store, copy, distribute or retain any such documents.

- d. The selected applicant shall preserve all documents provided by or originating from Bank/ Purchaser and all documents produced by or from or for the Firm in the course of performing the service(s) in accordance with the legal, statutory, regulatory obligations of UCO Bank/Purchaser in this regard.

63. Bank Reserves the Right to the Following:

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation thereof, to:

- a. Reject any or all proposals received in response to the RFP
- b. Reject the proposals received in response to the RFP containing any deviation.
- c. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d. Extend the time for submission of proposal.
- e. Modify the RFP document, by an amendment that would be notified on the Bank's website.

64. Other Instructions:-

- a. The Applicant selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- b. The Applicant selected for the assignment should treat all data as confidential 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.
- c. The proposal should be submitted strictly in the formats provided in this RFP document.
- d. The proposal should be free of overwriting/ corrections / alterations.
- e. All bids and supporting documentation shall be submitted in English only.
- f. The Bank will not return the bids/responses to the RFP received. The information provided by the applicant/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

65. Compliance with Applicable Laws of India:-

The Applicant shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/operator/sub-contractor deployed by the Applicant for the digitization activity must comply with government's rules and regulations like Minimum Wages Act, Provident fund and ESIC facility standard and Labour Laws including but not limited to Contract Labour.

This indemnification is only a remedy for the Bank. The Applicant is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.

The Applicant confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of said Agreement/Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Applicant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulations/RBI Guidelines etc., and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep

indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Applicant.

66. Conflict of Interest

The Bank requires that the Applicant provide professional, objective, and impartial advice and at all times hold Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/Job(s) or their own corporate interests and act without any expectations/consideration for award of any future assignment(s) from the Bank.

The Applicant have an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of Bank, or that may reasonably be perceived as having this effect. If the Applicant fails to disclose the said situations and if Bank comes to know about any such situation at any time, it may lead to the termination of its Contract during execution of the said assignment.

67. No Right to Set-off

In case the Applicant has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available to the Applicant under this arrangement with the Bank for any payments receivable under and in accordance with that business.

68. Violation of Terms

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

69. Non-Assignment

The Applicant agrees that the Applicant shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including the Applicant's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Applicant under this Agreement/Contract.

70. Non- Solicitation

Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel working on the project contemplated in this Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party.

71. Waiver

Any terms or conditions of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorised Officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or either under breach or non-fulfilment on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

No failure or delay on the part of either Party in exercising any power, right or remedy under this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

72. Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the Applicable Law, and if the rights or obligations, under this Agreement, of the Parties will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part thereof; and (c) the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

73. No Joint Venture

This Agreement/Contract is entered into on principal-to-principal basis. Nothing contained in this Agreement/Contract will be construed as creating a joint venture, partnership or employment relationship between the Parties hereto, nor will the Party(ies) have the right, power or authority to create any obligation or duty , express or implied, on behalf of the other.

74. Amendment(s) to Service Level Agreement

No variation in or modification of the terms of this Agreement/Contract shall be made except by written mutual consent signed by both the Parties i.e. the Applicant and Bank. The Applicant, however, agrees it shall be bound to amend the Contract, if so required by Bank, for giving effect to any amendment, modification etc. in the applicable laws including but not limited to amendment/ modification etc., in the Reserve Bank of India Act, 1934/ the Banking Regulations Act, 1949 and/or to give effect to any modifications, amendments or fresh guidelines issued/ imposed by RBI or any regulatory authority or Government of India.

.....

PARTICULARS OF CA FIRM – (To be submitted by CA Firms on their letter heads)

**General Manager,
Audit & Inspection Department,
1st Floor, UCO Bank, Head Office,
10, BTM Sarani, Kolkata-700 001.**

Dear Sir/Madam,

We hereby offer to submit our application as per RFP Notice no. _____
_____ for "Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department". We unconditionally agree to abide by the Terms & Conditions specified therein.

As per the terms & conditions we have enclosed an Account Payee Demand Draft / Pay order of Rs. Rs. 10,000.00/- (Rupees Ten Thousands Only) + 18% tax (i.e. Rs. 1,800.00) towards application fee in favour of UCO Bank payable at Kolkata.

Our brief profile is as under:

Sr.	Particulars	Details/Remarks
1	Name and contact details of Head Office Firm	
2	Contact and address details of Firm in Kolkata, if any	
3	Contact and address details of Firm other offices	
4	Legal status of Firm (Partnership/LLP) Proof to be attached	
5	Year of establishment	
6	Accreditation details	
7	Name of Partner, Directors, top management / key personnel	
8	Contact details of officials proposed for handling UCO Bank proposals (separate sheet may be enclosed with Bio-data and other details)	
9	List of clients presently serving. [A comprehensive list of important clients,	

	including those of PSU/ Government Client (Certificates / Testimonials to be enclosed)]	
10	List of Banks served in last 3 years (Certificates / Testimonials to be enclosed)	
11	Have you served UCO Bank recently or in the past, if so, please attach suitable proof.	
13	Why do you think that you are suitable for empanelment with UCO Bank	
14	Infrastructure facility available with the Firms. <ul style="list-style-type: none"> • Are you a full service Firm or limited service agency? • No of persons working • Whether manufacturing facility of cones exist? If yes, location of factory. • Whether dedicated maintenance team exist for traffic cones? • Any other points to mention 	
15	Financial details Total Billing for the past three years (Attached certified copy of Audited Balance sheet, P& L A/c and Income Statement)	
16	PAN of the Firm (भारत सरकार का उपक्रम) (A Govt. of India Undertaking)	
17	GST of the Firm (Attach Copy)	
18	Tan No. (Attach Copy)	
19	Principal Banker & their Address	
20	Banker's Cheque/ DD Detail	
21	Any other information that the Firm would like to submit	If needed, the firm can use separate sheets explaining these points

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

I/we certify that if appointed for empanelment, I/we shall appoint separate teams for any competing clients who are in the same business as UCO Bank to avoid clash of interests and maintenance of secrecy.

In case at any stage, it is found that the information given by me/us is false/incorrect, UCO Bank shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

(Signature of the Authorized person) _____

Full name of the Authorized person: _____

Designation: _____

Seal of the firm and date



PRE CONTRACT INTEGRITY PACT**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at 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 acting through its Corporate Communication Department, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to empanel CA Firms hereinafter referred to as Services.

And

M/s.....represented by.....Authorized signatory, (which term, unless expressly indicated by the Agreement, shall be deemed to include its successors and its assignee), hereinafter referred to as the Applicant/Seller and the second party, is willing to offer/has offered the services.

2. Whereas the Applicant/Seller is a private company/public company/partnership/proprietorship/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Applicant/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to invite applications from Chartered Accountant Firms for empanelment with the Bank, subject to fulfilling eligibility criteria stipulated in the RFP, for carrying out for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department or incidental thereto and the Applicant /Seller is one amongst several applicants /partnership firm/LLP firm who has indicated a desire to bid/supply/participate in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Applicant (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will

monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a Agreement demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Applicant(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Applicant (s) /Seller(s) the same information and will not provide to any Applicants(s) /Seller(s) confidential /additional information through which the Applicant(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Applicant(s) /Seller(s):

5.1 The Applicant(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Applicant(s)/Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the Agreement or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Applicant(s) /Seller(s) will not enter with other Applicants / Sellers into any undisclosed agreement or understanding, whether formal or informal. This

applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(iii) The applicant(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Applicant(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

5.2 The Applicant(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Applicant /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub- contractor(s).

5.3 The Applicant(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Applicant /Seller confirms and declares to the Buyer that the applicant/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Applicant; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Applicant agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Applicant has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Applicant will be liable to refund that

amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Applicant who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Applicant along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign applicants) and Base Rate of SBI (State Bank of India) plus 2% (for Indian applicants). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Applicant /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Applicant's /Seller's exclusion from the tender process.

6.2 If the Applicant /Seller makes incorrect statement on this subject, Applicant /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Applicants /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Applicant(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Applicant(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Applicant /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Applicant /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the Agreement, if already signed /awarded without any liability on the Buyer to compensate the Applicant /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Applicant/Seller for supplies affected till date of termination would be made in normal course.
- (iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Applicant /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Applicant /Seller or of an employee or representative or an associate of Applicant /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Applicant(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the Agreement according to Clause 8, or if the Buyer is entitled to terminate the Agreement according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Applicant / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Independent External Monitor(s)

10.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

10.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

- 10.3** The Applicant(s)/Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word “Monitor” would include both singular and plural.

11. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

12. 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 provision of the extant law in force relating to any civil or criminal proceedings.

13. Integrity Pact Duration.

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. Other Provisions

- 14.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2** The Applicants (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 14.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4** Nothing contained in this Integrity Pact shall be deemed to assure the applicant / Seller of any success or otherwise in the tendering process.
- 15.** This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 16.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 17.** The Parties here by sign this Integrity Pact.

BANK/BUYER सम्मान आपके विश्वास का	APPLICANT Ears Your Trust
Signature :	Signature :
Name :	Name :
Designation:	Designation:
UCO Bank	Name of Org.
Office Seal	Office Seal
Place :	Place :
Date:	Date:
Witness	Witness
Signature :	Signature :
Name & Address:	Name & Address:
Signature :	Signature :
Name & Address:	Name & Address:

ANNEXURE II

(On the letterhead of the Firm duly stamped and signed)

Date:

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is to certify that our firm / agency does not owe any money to any civic authority/Govt. department/PSU organisation/ Banks/RBI/IBA/any other Corporate/any regulatory authority on account of professional fee for more than 90 days and our firm / agency has not been blacklisted by any Central/State Government/Public Sector Undertakings/Banks/RBI/IBA/ICAI/any other Corporate/any regulatory authority.

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Further, this is to certify that our firm/agency does not have any legal, civil, criminal, taxation and other cases pending against the Company/Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION

Annexure III

(On letterhead of the Issuing Organisation duly stamped and signed)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s..... is our empanelled consultancy firm with regards to Audit & Advisory Services for more than Years.

The performance of the agency is satisfactory during their tenure with us.



(AUTHORISED SIGNATORY)

NAME:

DESIGNATION:

Annexure IV

(On letterhead of the Bank duly stamped and signed)

Date:

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s.....
has satisfactorily carried out the Consultancy with regards to Audit & Advisory
Services of our bank during the period from To

(AUTHORISED SIGNATORY)



NAME :

सम्मान आपके विश्वास का

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DESIGNATION:

Undertaking Letter on the applicant's letterhead for Central Minimum Wages Act & Labour Laws

To,
General Manager
Audit & Inspection Department
1st Floor, UCO Bank,
Head Office
10, B.T.M. Sarani
Kolkata- 700001.

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Empanelment of Advertisement Agencies - 2021 (RFP ref No. UCO/CC/RFP/03/2021-22 Date:)

Further to our proposal dated in response to the Request for Proposal (Bank's tender No..... herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

सम्मान आपके विश्वास का

Honours Your Trust

In this regard we confirm that the employees engaged by our Firm to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the applicant for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for noncompliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Firm under the contract or any other contract of the Firm with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages /Salary stipulated by government in the Act by your firm.

Yours faithfully,

Authorised Signatory

Designation

Seal

Place:

Date:



Commercial Bid Format

(Annexure VI needs to be submitted in the company's letter head duly stamped and signed by the company's authorized signatory)

(The commercial bid must be submitted in a sealed envelope)

To,
The General Manager
UCO Bank,
Audit & Inspection Department, Head Office, 1st Floor
10 B.T.M Sarani, Kolkata 700001

Dear Sir,

Sub: Response to RFP in connection with empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department.

With reference to the RFP dated [date of RFP] for empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department, we submit here below the Commercial Proposal for the same:

Sl. No.	Description	Financial Bid Amount in Rs.
1.	For empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department as per scope of RFP	
Total		
Rupees _____		

We confirm that the offer is in conformity with the terms and conditions as mentioned in this RFP. We further confirm that the information furnished in the proposal, annexure, formats, is correct. Bank may make its own inquiries for verification and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not

correct.

We also confirm that the commercial offer submitted to the Bank is after getting the required approvals from the Competent Authorities of our firm and the prices offered shall remain fixed for a period of 60 days from the date of submission of the offer.

We also understand that the Bank is not bound to accept the offer either in part or in full. If the Bank rejects the offer in full or in part the Bank may do so without assigning any reasons there for.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Firm)

Date:



Bid Query Format

Bidders have to provide their queries on eligibility criteria, scope of work, terms & conditions etc. in excel format as mentioned below. Bidders are requested to categorize their queries under appropriate headings. Bidders are requested to provide a reference of the page number, state the clarification point and the queries/suggestions that they propose as shown below (all the pre bid queries will be entertained in this Microsoft Excel format by e-mail):

Bidder Name	Clause Number	Page Number	Clause	Query	Bank Response

Date:

Signature:



Name & Designation: सम्मान आपके विश्वास का

Honours Your Trust

Business Address:

Covering Letter (to the Bank on the bidder's letterhead)

(Annexure VIII needs to be submitted in the Firm's letter head duly stamped and signed by the company's authorized signatory)

To,
The General Manager
UCO Bank,
Audit & Inspection Department, Head Office, 1st Floor
10 B.T.M Sarani, Kolkata 700001

Dear Sir,

Sub: Response to RFP in connection with Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department

With reference to the above RFP, having examined and understood the instructions, terms and conditions, we hereby enclose our offer for Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department. We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred RFP. We further confirm that the information furnished in the proposal, annexure, formats, is correct. Bank may make its own inquiries for verification and we understand that the Bank has the right to disqualify and reject the proposal, if any of the information furnished in the proposal is not correct.

We also confirm that the prices offered shall remain fixed for a period of 60 days from the date of submission of the offer. We also understand that the Bank is not bound to accept the offer either in part or in full. If the Bank rejects the offer in full or in part, the Bank may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name, Designation and Seal of the Firm)

Date:

Declaration for Technical Bid

(Annexure IX needs to be submitted in the company's letter head duly stamped and signed by the company's authorized signatory)

Date:

To,
The General Manager
UCO Bank,
Audit & Inspection Department, Head Office, 1st Floor
10 B.T.M Sarani, Kolkata 700001

Sub: Technical Bids for Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department

Declaration	Yes/No
We confirm that we offer our technical bid to you with NIL deviations as mentioned in the RFP	

If the reply to the above declaration is NO, please mention the deviations below:

For and on Behalf of Firm

Name of Authorized signatory

Designation

Seal

(To be furnished in the Firm's letter head, to be submitted by hand by the authorized person)

AUTHORIZATION LETTER FORMAT

Place.....

Date.....

To,
The General Manager
UCO Bank,
Audit & Inspection Department, Head Office, 1st Floor
10 B.T.M Sarani, Kolkata 700001

Sir,

Subject: Authorization Letter for attending the Bid Opening



This has reference to your Request for Proposal (RFP) for Empanelment of Chartered Accountant Firm (CA Firm) for Review of Internal Audit Function and Quality Assurance Audit of Audit & Inspection Department. Mr./Miss/Mrs.....is hereby authorized to attend the Bid Opening of the above RFP Dated.....on on behalf of our organization. Mr./Miss/Mrs..... is authorized to take decision and raise queries as may be required during the tender process.

The specimen signature is attested below:

Specimen Signature of Representative

Name, Designation and Address of Authorized Signatory: Name: _____

Designation: _____

Address: _____

Seal and signature of Authorized Signatory