

**Request for Proposal (RFP) for  
Appointment of Auditor for Conducting GST Audit in  
the Bank for FY 2017-18**



**UCO Bank  
Head Office  
GST Cell, Finance Department  
2, India Exchange Place  
Kolkata-700 001  
Website: [www.ucobank.com](http://www.ucobank.com)**

**RFP REF NO: HO/FIN/GST/RFP/ 01/ 2019-20 Date: 24/04/2019**

The information provided by the bidders 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 or reissue this RFP Document, all amendments will be advised to the bidders, 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 Appointment of Auditor for Conducting GST Audit of the Bank for FY 2017-18. It should not be reused or copied or used either partially or fully in any form.

### **Disclaimer**

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO Bank, but an invitation for service provider's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the final selected bidder and the same is understood and acceptable to the Bidder

**Bid Details - Control Sheet Table**

|  |  |
|--|--|
| <b>Tender Reference</b>  | <b>HO/FIN/GST/RFP/01/2019-20 dated 24/04/2019</b>  |
| <b>Name of the Department</b>                                      | <b>Finance Department (GST Cell)</b>   |
| <b>Date of issue of RFP</b>  | <b>24/04/2019</b>  |
| <b>Purpose of RFP</b>  | <b>Request for proposal for Appointment of Auditor for Conducting GST Audit of the Bank for FY 2017-18</b>   |
| <b>Cost of Tender documents</b>                                    | <b>Rs.10,000/- + Applicable GST</b>  |
| <b>Earnest Money Deposit (EMD) (Refundable)</b>                    | <b>Rs.1,00,000/- (Rupees One Lakh only in the form of Bank Guarantee favoring UCO Bank)</b>  |
| <b>Last date for submitting queries for the Pre-bid Meeting</b>    | <b>On or before 27/04/2019 up to 04:00 PM</b>  |
| <b>Pre-Bid meeting /Venue</b>                                      | <b>29/04/2019 at 11:30 AM<br/>UCO Bank, GST Cell, Finance Department,<br/>3<sup>rd</sup> Floor, 2, India Exchange Place,<br/>Kolkata -700001</b>   |
| <b>Last date, time &amp; Venue for submission of Bid Documents</b> | <b>15/05/2019 at 11:30 AM at:<br/>UCO Bank, GST Cell, Finance Department,<br/>3<sup>rd</sup> Floor, 2, India Exchange Place,<br/>Kolkata -700001<br/>(Bid documents should be dropped in the Tender Box, kept at 3<sup>rd</sup> Floor)</b> |
| <b>Opening of Technical bids</b>                                   | <b>15/05/2019 at 12:30 PM</b>  |
| <b>Opening of Commercial Bid</b>                                   | <b>15/05/2019</b>  |
| <b>Validity period of Bid</b>                                      | <b>180 days from the date given as last of submission of proposal (i.e 180 days from 15.05.2019)</b>   |
| <b>Address of Communication</b>                                    | <b>UCO Bank, GST Cell, Finance Department,<br/>3<sup>rd</sup> Floor, 2, India Exchange Place,<br/>Kolkata -700001</b>  |
| <b>Email Address</b>   | <b><a href="mailto:hoacs.gst@ucobank.co.in">hoacs.gst@ucobank.co.in</a></b>  |
| <b>Contact Person</b>  | <b>Kumar Jha (Chief Manager-Finance)</b>   |
| <b>Contact Telephone No.</b>                                       | <b>Tel: 033 4455 7200 / 7267</b>   |

**Note:** Bids will be opened in presence of the bidders' representatives (maximum two representatives per bidder) 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 12:30 a.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 bidder shall be allowed to withdraw the bid. The bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between the Bank and the selected bidder in terms of this RFP document.

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and 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.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of UCO BANK with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. UCO BANK makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. UCO BANK may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

## GENERAL INSTRUCTIONS TO BIDDERS

All bidders must note that this being an offline tender, bids received only through offline mode/ physical form/through envelop deposited on the prescribed date, time and at given location only shall be considered as an offer. Any bid submitted in online/mail form will not be received or opened and shall be summarily rejected.

Procedure for submission of tender by the bidder:

Interested bidders who wish to participate should visit website [www.ucobank.com](http://www.ucobank.com) which is the ONLY website for getting information for bidding their offer. Further, the procedure is as follows:

1. Go to **www.ucobank.com** for obtaining information and Forms/Annexures for submitting bids.
2. Pay Application Fees of Rs. 10000/- + Applicable GST (Rs. Ten Thousand + Applicable GST) (in the form of Demand Draft) and Earnest Money Deposit (i.e. EMD) of Rs. 1,00,000/- (Rs One Lac Only) through Bank Guarantee (i.e. BG) **ONLY** and submit the same to Mr Amit Adak, Chief Manager , UCO Bank Finance Department. Claim/ Validity date of BG should be 180 days from the date of the opening of the technical bid.
3. Submit supporting documents (including documents related to eligibility, technical & commercial bid) in a "Closed and Sealed Envelope" with the name and address of the organization along with Contact details properly and clearly mentioned on the envelop. Then submit the same to the prescribed location.

**NOTE: Submission of any bid document through online mode will not be accepted. The bidders have to submit bid (all documents) through offline submission as per requirement of the RFP as per information available on the website: [www.ucobank.com](http://www.ucobank.com) under "Tenders" section.**

**In addition to the document, submission Original BG for Bid security/EMD signed by authorized signatory must be submitted in a sealed cover at the following address on or before scheduled date and time.**

**(UCO Bank, GST Cell, Finance Department, 3rd Floor, 2, India Exchange Place, Kolkata -700001.)**

**REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF AUDITOR  
FOR CONDUCTING GST AUDIT IN UCO BANK**

**1. INVITATION FOR TENDER OFFER**

This RFP is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the successful bidder. The understanding between Bank and the selected bidder as emanating from the subject RFP will continue, till execution of a contract between them, without any binding/legal effect on the part of the Bank.

Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.

All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder. The RFP Document can be downloaded from Bank's Website [www.ucobank.com](http://www.ucobank.com) under "tender".

**2. OVERVIEW OF UCO BANK :**

UCO BANK is nationalized Bank with a network of over 3088 branches spread across India and abroad. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has networks of 2420+ATMs spread across all geographical locations. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc.

List of Present Group entities/units are furnished below.

**Names of Associates/Regional Rural Banks sponsored by the Bank:  
Paschim Banga Gramin Bank**

**3. CONTEXT OF THE ASSIGNMENT :**

Government has implemented Goods and Service Tax (GST) which has replaced most of the current indirect taxes. Accordingly, Bank has successfully implemented the notified GST Provisions. Now, the UCO BANK with its 3000+ branches and other administrative offices in India has to comply with all the audit requirements under GST law. Bank therefore proposes to engage professional auditors for seamless conduct of GST audit of the Bank, from Auditors of repute and proven track record.

#### **4. TERMS OF REFERENCE :**

The objective of this assignment is to work with the Bank in conducting Goods and Service Tax (GST) audit for the FY 2017-18, so as to make the Bank fully audit compliant as per Govt. guidelines.

##### **4.1 Scope of the Assignment:**

As per the requirement of GST Act, the bank is having registrations in all the States / Union territories. Presently Bank has currently 36 registrations. The auditor is required to carry out audit for the FY 2017-18 (July,17 to March,18) under section 35(5) of CGST Act, 2017 read with Rule 80 for all 36 registrations and to issue separate audit report / statement as prescribed under GST Act for each registration. Entire audit activities is to be carried out centrally at UCO Bank, Head Office, Kolkata as the bank is having centralized mechanism for compliance under GST. However, if required, the auditor may visit the branches / offices of the Bank in connection with the audit. No TA/ DA shall be reimbursed to the auditors.

The Auditor will have to abide by all the audit requirements as notified by the Government vide Notification No. 49/2018 – Central Tax dated 13th September, 2018

The Auditor will be required to issue Audit report and Certificate as per the requirements of the GST legislation which are to be filed along with the annual return. Form 9C has been prescribed by the Government with Part A – Reconciliation Statement and Part B – Certification. This would have to be provided by the Auditor as per the timelines fixed by the Bank for timely compliance of the GST legislations.

##### **4.2 Clarification of Queries:**

A prospective bidder requiring any clarification of this RFP may notify UCO BANK in writing by E-mail to [hoacs.gst@ucobank.co.in](mailto:hoacs.gst@ucobank.co.in) . UCO BANK shall respond to any request for clarification of the queries, from the prospective bidders, which it receives not later than 27.04.2019- 4.00 pm. Reply to queries shall be made in the pre bid meeting on 29.04.2019 at 11:30 AM. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum to tender document. The bidder, who posed the question, will remain anonymous.

##### **4.3 Due Diligence:**

The bidder is expected to examine and understand all instructions, forms, terms and specifications and the scope of work detailed in this RFP. Bids shall be deemed to have been submitted after careful study and examination of the

contents of this RFP including the scope of the assignment with full understanding of its implications and requirements. The bids should be precise, complete in all respects and are to be submitted in the prescribed format as per the requirement of this RFP only. Failure to furnish all information required by this RFP or submission of a bid not responsive to this RFP in every respect will be at the applicant's risk and may result in rejection of the bid for which the UCO BANK shall not be held liable under any circumstances.

#### **4.4 Amendment of RFP:**

UCO BANK reserves the sole right for including any addendum to this entire bid process. The bidders shall not claim as a matter of right for requiring UCO BANK to do the aforesaid.

- a)** At any time before the deadline for submission of bids/offers, UCO BANK may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify this RFP Document.
- b)** All prospective bidders who participate in this RFP shall keep themselves aware of any or all such modifications by regularly visiting the website of UCO BANK as all changes/ modifications shall be informed through UCO BANK website only, and all such amendments shall be binding on them and shall form an integral part of this RFP for the intended purpose
- c)** If required in order to allow prospective bidders reasonable time to take the amendment into account in preparing their applications UCO BANK, reserves the rights to extend the deadline for the submission of bids. However no request from the bidder, shall be binding on UCO BANK in this regard.

#### **5. TENURE OF THE ASSIGNMENT:**

This assignment is for GST audit for F.Y.2017-18 and expected to start in May 2019 and be completed within timelines as may be required by the bank, within the overarching timelines that may be prescribed by the GOI/CBIC, and communicated to the Auditor from time to time during the course of Audit for smooth and timely Compliance of GST Audit. The audit report (GSTR 9C – Part A and Part B) has to be filed along with the Annual return (GSTR 9) for F.Y. 2017- 18 on or before 30th June 2019. The agreement/contract executed between the Bank and the selected bidder for conducting GST Audit will commence from the date of unconditional acceptance of work order by the selected (L-1) bidder till 30<sup>th</sup> of June 2019 or till the completion of the Audit, whichever is earlier, fulfilling all the deliverables as per the requirement of the bank/Govt .

Any extension of the completion date within the overarching timelines prescribed by the GOI/CBIC i.e. 30.06.2019 due to unforeseen delay will be by mutual consent. In case UCO BANK desires to seek further support in audit



or wants to extend the scope of this Audit, beyond the above scope, it may at its discretion, extend the duration of the Audit at similar commercial terms or on such commercial terms mutually agreed between the Bank and the auditor. If the Auditor fails to complete the above scope of work of this assignment as per the time frame prescribed in the RFP, it will be treated as a breach of contract. The bank reserves the right to cancel the order in the event of delay or take any step necessary that it may deem fit.

The Auditor must provide professional, objective and impartial advice at all times and hold the Bank's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

The Auditor shall be guided by the Code of Ethics of their respective professional Bodies of which they are the members.

## 6. ELIGIBILITY CRITERIA:

The Bidder needs to comply with all the eligibility criteria mentioned below to be evaluated in Eligibility bid evaluation phase. Non-compliance to any of these criteria would result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labelled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

The decision of the Bank would be final and binding on all the Bidders to this document. Bank may accept or reject an offer without assigning any reason whatsoever.

The Bidders/Applicants should fulfil the following **eligibility criteria**:

| SI | Eligibility Criteria   | Documents to be submitted  |
|----|--|--|
| 1  | The bidder should be a Partnership Firm/ LLP of Chartered Accountants/ Cost accountant registered in India having experience in implementation of GST in a schedule commercial bank having at least 1000 branches as on 01.04.2018. Implementation experience of full time affiliate firms/ LLP will be considered | <p>Certified copy of registration certificate with Registrar in case of LLP</p> <p>Certified copy of Partnership deed in case of Partnership Firm and MOU in case of LLP.</p> <p>Letter of appointment for Implementation- service, engagement letter, reference</p> |

|           |   |  |
|-----------|---|--|
|           |   | <p>letter from concerned bank in the favour of firm or full time affiliate firm/LLP</p> <p>If experience of Full time Associate Firm/LLP is being used, Certificate from company Secretary/ Chartered accountant about full time affiliation has to be submitted</p>   |
| <b>OR</b> |   |  |
| 1         | <p>The bidder should be a Partnership firm/ LLP of Chartered Accountants /Cost Account in India having an average turnover of at least Rs.2 Crore during the last three F.Y 2015-16, 2016-17 and 2017-18 and should have been a regular Practitioner /Consultant for Service Tax Matters for a minimum of 3 Scheduled Commercial Banks having at least 1000 branches/ N B F C s having a Balance Sheet size (i.e. Asset side total of Rs.1 lakh crore and above as on 31.03.2018. The firm should have been in the business of consulting in India at least for Last 5 years. Implementation experience of full time affiliate.</p> | <p>Certified copy of registration certificate issued by Registrar in case of LLP.</p> <p>Certified copy of Partnership deed in case of Partnership firm and MOU in case of LLP.</p> <p>Letter of appointment for Implementation- service, engagement letter, reference letter from concerned bank in the favor of firm or full time affiliate firm/LLP</p> <p>If experience of Full time Associate Firm/LLP is being used, Certificate from company Secretary/ Chartered accountant about full time affiliation has to be submitted</p> <p>Turnover Certificates from a Chartered Accountant for FY2015-16, 2016-17, 2017-18</p> |
| 2         | <p>The bidder should be a Partnership Firm/ LLP of Chartered Accountants /Cost Accountants registered in India.</p>   | <p>Certified copy of registration certificate with Registrar &amp; with Institute of Chartered accountant of India/ Institute of Cost Accountants of India</p>   |

|   |  |  |
|---|--|--|
| 3 | The bidder should have minimum 3 full time qualified CAs/ CMAs as partners / members of LLP.   | Constitution certificate/ self-certification with the details of / CMAs and their position in the Firm/Co. |
| 4 | The bidder should not have been Barred/black listed/disqualified by body any regulators/ statutory on the date and time of submission of bid                               | Self-declaration on Bidder's Letter head signed by the authorized signatory                                |
| 5 | Bidder, its Directors, Key Managerial personnel and other employees assigned to the work contemplated herein should not have conflict of interest in relation to the Bank. | Self-declaration on Bidder's Letter head signed by the authorized signatory                                |
| 6 | Bidder should not be a Consultant for GST Implementation and compliance signatory thereof in UCO BANK.   | Self-declaration on Bidder's Letter head signed by the authorized signatory                                |

**Note:-**


- a. In-case of corporate restructuring (like merger, acquisition, amalgamation etc) the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- b. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- c. For the purpose of determination of annual turnover, standing of the firm/LLP the turnover, standing of the full time affiliate Chartered Accountancy / Cost Accountancy firm shall be considered. Affiliation has to be proved by way of certificate from Company Secretary / Chartered Accountant.
- d. Bidders need to ensure compliance to all the eligibility criteria points.
- e. Scheduled Commercial Banks means a bank included in Second Schedule of Reserve Bank of India Act, 1934.
- f. Abroad experience will not be considered.
- g. Documentary evidence needs to be submitted by the bidder for each of the eligibility criteria. Self-declaration needs to be signed by authorized signatory(s).

**7. APPLICATION PROCESS :**

The application process is as follows:

- a) Chartered Accountant / Cost Accountant firms proposing to undertake this assignment should submit the bid offline at the Finance Department, Head Office. It should comprise the following components:

- **Technical bid – Part I: “Technical Bid for Appointment of Auditors for Conducting GST Audit in UCO BANK and**
- **Commercial bid – Part II: “Commercial Bid for Appointment of Auditors for Conducting GST Audit in UCO BANK”**

- b) Any bid document not conforming to any one of the above terms will be rejected.
- c) As a part of technical evaluation, the bidders may be required to :  
**Give complete presentation of their offer.** The presentation should indicate the clear approach which will be followed in the assignment till completion of GST Audit by the Bank. The technical proposal should also include details of the team, its composition and key executives, authorized signatory (s) proposed in various stages of the assignment and the time period for completion of the assignment.
- d) After evaluation of commercial bids, the L1 bidder will be selected considering the lowest price offered.
- e) Selected bidder will have to do an undertaking and agreement to maintain confidentiality of the information / documents obtained by them during the course of implementation of the assignment as per the Annexure F and Annexure F (A). 
- f) The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.
- g) The cost of bidding and submission of bid documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the tendering process.

#### **(I) TECHNICAL BID**

- The Technical Bid - Part I should be complete in all respects and contain all information asked for in this document. It should not contain any price information and must be submitted offline
- The following original documents are to be submitted to the bank physically on or before last date & time of bid submission:
- Bid security of Rs.1,00,000/- (Rupees One Lac Only) in the form of a Bank Guarantee only from any scheduled commercial Bank other than UCO Bank.
- Tender Application/participation fee of Rs.10,000/- (Rupees Ten thousand only) + Applicable GST in the form of a demand draft / pay order issued by a scheduled commercial bank favouring UCO BANK, payable at Kolkata.

The following documents are to be submitted offline at the UCO BANK, Finance Department, Head office, 2 India Exchange place, Kolkata.

- Covering letter as per Annexure- A of this document.
- Proposal form as per Annexure -B of this document.
- Bidder Firm's Profile along with necessary documentary evidence required for the present RFP engagement and all relevant enclosures as detailed in Annexure C (Part A & B) of this document.
- Undertaking from the bidder on the firm's / LLPs letter head Annexure – F and agreement per Annexure F (A).
- List / Details of the key professionals and the support staff who will form the team for the proposed assignment Annexure –G
- Authorization letter for attending the Bid Opening Annexure-H
- Check list for Eligibility Criteria As per Annexure-I
- EMD of Rs.1,00,000/- (Rupees One Lakh Only) by way of Bank Guarantee only in lieu of EMD as per Annexure- J.

Claim/ Validity date of BG should be 180 days from the date of opening of the technical bid.

- Deed of indemnity – Annexure K
- Description of the methodology and work plan for performing the assignment. Annexure – L (to be explained in a separate sheet by the bidder, no format attached as annexure)
- Any additional information including assumptions that the Auditor team may think fit but not included elsewhere in the proposal, which will help the Bank to assess the capabilities of the auditor. Annexure – M (to be explained in a separate sheet by the bidder, no format attached as annexure)
- Demand Draft / Pay order of Rs.10,000/-(Rupees Ten thousand only) + applicable GST favoring "UCO BANK" as fees for participating in tender

- h) Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- i) The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project/previous assignment successfully in UCO BANK in stipulated time.
- j) The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.
- k) The Bank reserves the right to modify any terms, conditions or specifications of RFP before date of submission of bids. Bidder has to submit bid documents as per the changes/modifications while submitting the bid. Notification of

amendments/corrigendum will be made available on the Bank's website ([www.ucobank.com](http://www.ucobank.com)) and will be binding on all bidders and no separate communication will be issued. 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. No post bid clarification of the bidder shall be entertained.

#### **9. AMENDMENT:**

At any time before the last day for submission of bids, the Bank may at its discretion amend the RFP including extension of deadlines for the submission of bids. Any such amendment will be notified on the website of the bank and will be binding on all the bidders.

#### **10. TENDER FEE / APPLICATION FEE:**

A non- refundable fee of Rs.10,000/- + applicable GST by way of Demand Draft/pay order in favour of UCO BANK payable at Kolkata must be submitted in the envelop submitted along with submission of the technical bid. Bids not accompanied by Tender application fee of requisite amount shall be rejected.

#### **11. PRE-BID MEETING:**

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends to hold a pre bid meeting on the date & time as indicated in the RFP. It may be noted that no query of any bidder shall be entertained / received after the mentioned date. Queries raised by the prospective bidders and the Bank's response will be available at Bank's web site after the pre bid meeting. Only authorized representative of bidder (maximum two) will be allowed to attend the Pre-bid meeting.

Non- attendance at the Pre-bid Meeting will not be a cause for disqualification of a bidder.

Any modification of the RFP, which may become necessary as a result of the Pre- bid Meeting, shall be made by the Bank exclusively through the issue of an Addendum/Corrigendum on Bank's website [www.ucobank.com](http://www.ucobank.com)

#### **12. EVALUATION CRITERIA:**

- i. The evaluation of auditors will be based on the following process:-

**a)** Preliminary Scrutiny – The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

**b)** Auditors qualifying will be invited for a presentation. Technical scores will be given based on the bid submission and presentation.

The scoring methodology is given below. Post technical evaluation / presentation, Auditors scoring a minimum of 70% marks in the technical bid will qualify for commercial evaluation. Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are qualified by scoring minimum of 70% marks, will be opened. The commercial Bid to be submitted in **Annexure E**

**c)** Failure or refusal to offer the services at the price committed through Annexure E shall result in forfeit of the EMD to Bank, which please be noted.

**d)** The final decision on the bidder will be taken by UCO Bank. UCO Bank reserves the right to reject any or all proposals. Similarly, it reserves the right not to include any bidder in the final short-list.

ii. Scoring methodology: The **technical scoring** of the proposals will broadly be on the following criteria:

| S.No | Evaluations Parameter  | Indicative marking | Maximum marks |
|------|--|--------------------|---------------|
| 1    | Standing of Firm/LLP<br>a. Minimum of 5 Years Practice (including the Period wherein the Co. / Firm / LLP had undergone an organization status change for e.g. conversion From Pvt. Ltd. to LLP).<br><br>b. 1 Marks for each completed year of practice for More than 5 years subject to maximum of 10 Marks.  | 10<br><br>10       | 20            |
| 2    | Experience in GST Implementation contracts in implementation of GST in a Scheduled Commercial Bank having at least 1000 branches as on 01.04.2018.<br><br>b. Experience of having been a regular Practitioner / Consultant for Service Tax Matters for a minimum of 3 SCBs having at least 1000 branches as on 1.4.2018 /N B F C s having (i.e. Asset side total of Rs. 1 lakh crore and above As on 31.03.2018. | 15<br><br>10       | 25            |

|   |  |                        |    |
|---|--|------------------------|----|
| 3 | Key resources<br>a. The Firm/ LLP Should have at least 3 full time Partners.<br>b. 1 Marks for each additional full time Partners Subject to a maximum of 5 marks.   | 10<br>5                | 15 |
| 4 | Bidder should have office in Kolkata   | 5                      | 5  |
| 5 | Presentation <ul style="list-style-type: none"> <li>• Prior assignments done for Banks / NBFCs <ul style="list-style-type: none"> <li>➤ Nature and scope of work of such Assignments.</li> <li>➤ Timely and satisfactory completion of such assignments</li> <li>➤ Impact of work done /findings on the Concerned organization business/ profit/key ratios, etc.)</li> </ul> </li> <li>• Suitability of key resources identified for this Assignment and execution capabilities.</li> <li>• Approach, Work Plan &amp; Methodology</li> </ul> | 5<br>5<br>5<br>5<br>10 | 30 |
| 6 | Domain knowledge in Information, Technology At least 1 Partner /Qualified CA's / Full time Staff/ associates should have passed DISA/CISA and have adequate knowledge of IT systems used in Banks  | 5                      | 5  |

### 13. GENERAL TERMS AND CONDITIONS OF CONTRACT:

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

#### I) Nontransferable Bid :

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

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



## ii) Format and signing of Bid :

Each page of the bid shall be made in a legal name of the bidder and shall be signed and duly stamped by the bidder or a person duly authorized to sign on behalf of the bidder.

## iii) Earnest Money Deposit (EMD)/Bank Guarantee In Lieu of EMD:

a) The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only) by way of Bank Guarantee in favor of UCO BANK, payable at Kolkata. The same should be furnished along with the Technical Bid

b) Bank Guarantee in lieu of the EMD to be submitted and the claim / validity date of the BG should be 180 days from the opening of the technical bid. The format for submission of EMD in the form of Bank Guarantee is as per Annexure –J

c) Tender Amount (DD) and EMD should be deposited with Mr. Amit Adak, Chief Manager, Finance Department, at the address mentioned in place of opening of bids

d) Submission of EMD other than along with the Technical Bid is liable to be rejected on grounds of non-submission of EMD.

e) The EMD of the Bidders not qualified under Technical Proposal will be returned within 30 days after opening the commercial bid of the technically qualified bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee

f) The EMD may be forfeited/ Bank Guarantee may be invoked:

- If the bidder withdraws or amends the bid during the period of bid validity specified in this document.

- If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to provide services in terms of the RFP/ furnish Performance Bank Guarantee.

## iv) Commercial Bid:

The Commercial bid should be submitted strictly in the format given by the Bank as **Annexure E** of this document along with covering letter as per **Annexure D** and should not have any deviations, restrictive statements, etc. therein. Otherwise, such bids are liable to be rejected at the sole discretion of the Bank. The price shall be quoted in Indian Currency only and shall be all inclusive. No separate fees/reimbursements other than GST, as applicable, at the time of payment shall be made by the Bank.

Date of opening of Commercial bid would be the same day the technical Bid is opened after evaluation of Technical Bid and presentations to the Bank by the successful bidders in technical bid.

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

In case the number of bidders qualifying in the technical evaluation stage is less than 2, then Bank will discontinue the evaluation process and re-tender.

**v) Final selection and Award of Contract:**

On completion of evaluation of commercial bids, Bank will determine the L1 bidder and contract will be awarded to lowest bidder. In the case of tie between two or more bidders, a fresh commercial bid will be called upon from these bidders for evaluation and selection of the auditor.

**vi) Clarification of Bids :**

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



**vii) Notification of Award:**

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

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

To,  
The General Manager,  
UCO BANK,  
Finance department,  
3rd Floor, 2, India Exchange Place,  
Kolkata- 700001

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

**viii) Signing of Contract / Agreement:**

The successful bidder / auditor will be required to enter into an Agreement / Contract as per Bank's prescribed format within 7 days from the date of

acceptance by the successful bidder of the offer of the Bank. The failure, delay or evasion on the part of the successful bidder / auditor to commence project within 7 days from the date of execution of the Agreement / Contract will result in termination of the Agreement / Contract without prejudice to any other rights which Bank may have under any other law for the time being in force as well as under the RFP/contract.

**ix) Payment Terms:**

Bank will release payment of the agreed professional fees to the selected bidder after deduction of applicable taxes at source. Payment will be released by the Finance Department on successful completion of the audit.

**x) Performance Bank Guarantee**

a. The successful bidder should submit a Performance Guarantee for 10% of total value of the contract (excluding taxes) within 15 days from the date of acceptance of the Order.

b. Bank Guarantee may be obtained in the format as prescribed by UCO BANK, from any of the Scheduled Banks (other than UCO BANK).

c. The Performance Bank Guarantee should be valid for total contract period from the date of acceptance of the Contract by the Successful Bidder with the Bank and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of Three months from the date of submission of guarantee.

d. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.

e. The bank guarantee will be returned to the bidder on successful Completion of the Contractual Period.

f. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the successful bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

**xi) Bank reserves the right to the following:**

**a)** Reject any or all proposals received in response to the RFP without giving any reason whatsoever.

**b)** Reject the proposals received in response to the RFP containing any deviation

**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.
- f)** To independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended services for similar assignment.
- g)** Modify the time period stipulated in Clause 4 above for completion of assignment during the execution of assignment if the situation / government guidelines so demand or if it deems fit.

**xii) Other Instructions:**

- a)** The key persons identified for the project should carry out their activities from the premises of the Bank. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the Qualification Criteria and preferably should have been involved in a similar assignment. However the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project.
- b)** During the Contract, the substitution of key staff by the selected Bidder identified for the Contract will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of the same level of qualifications and expertise.
- c)** The bidder / auditor selected for the assignment should adhere to the quality standards, all applicable regulatory directions/ guidelines in this regard.
- d)** The bidder / auditor selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank
- e)** The proposal should be submitted strictly in the formats provided in this RFP document.
- f)** The proposal should be free of overwriting/ corrections / alterations.
- g)** The proposals and related Annexure should be signed by the authorized representative/s of the Auditor. The executants' authority to represent and bind the Chartered / Cost Accountant Firm must be confirmed by a written authority letter issued by the Competent Authority of the Auditor Firm accompanying the proposal.
- h)** All bids and supporting documentation shall be submitted in English only.
- i)** The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

**j)** It is hereby clarified that the Bid / response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender.

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

**l)** The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders / their representatives, who choose to attend.

**xiii) Compliance Confirmation:**

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

**xiv) Undertaking by Auditor:**

The bidder / auditor shall furnish the following Undertaking as a part of the proposal:

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty Or indictment/adverse order by a regulatory authority for an Offence, against us or orders against any of our Partner (s)/ Employee(s) and if it arises we will intimate the Bank of the same".

The bidder / auditor shall further ensure the compliance of the guidelines issued by Central Vigilance Commission for the purpose of selection and employment of auditors.

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

"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 bidders (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 bidder 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 bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

**xv) Assignment:**

The bidder shall not assign or outsource the works undertaken by them under this RFP without the written consent of the Bank.

**xvi) Indemnity:**

The bidder agrees to indemnify and keep indemnified, defend & 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 and reasonable attorney's fees), arising before or after completion of implementation of the assignment, which result from or 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; infringement of intellectual property rights of any third party while implementing the project, acts or omissions of negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, auditors and advisors;
- For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, auditors, and / or other authorized persons.
- 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 selected bidder has to execute a Deed of Indemnity as per prescribed format. **Annexure K**

**xvii) Representations and Warranties:**

**a)** That the bidder is a Partnership firm/LLP which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by UCO BANK.

**b)** That the bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.

**c)** That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless UCO BANK specifies to the contrary, the bidder shall be bound by all the terms of the RFP.

**d)** That the bidder has the professional skills, personnel and resources / authorizations / approvals/infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.

**e)** That the bidder shall use such assets of UCO BANK as UCO BANK may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

**f)** That the bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep UCO BANK, its directors, officers, employees, representatives, auditors and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.

**g)** That all the representations and warranties as have been made by the bidder with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.

**h)** That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.

**i)** That there are – (1) no legal proceedings pending or threatened against bidder or any of its partners or its team which adversely affect/may affect performance under this Engagement; and (2) no inquiries or investigations have been threatened, commenced or pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies.

**j)** That the Applicant has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.

**k)** That all conditions precedent under the Engagement has been complied with.

**l)** That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement

(1) Will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder

(2) Will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

**xviii) Confidentiality:**

The bidder shall hold in confidence all information, documentation etc which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of bank.

Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and includes:

1. All information marked or otherwise designated as confidential;
2. Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,
3. Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank, its Subsidiary and Associate or other information or data whether such data is permanent or otherwise;
4. Any other information which the parties have specifically declared as confidential.

The restriction imposed in this clause does not apply to any disclosure of information:

- Which at the material time was in the public domain other than by breach of this clause; or
- This is required by law to be communicated to a person who is authorized by law to receive that information.

The selected bidder shall execute separate non- disclosure agreement in the format prescribed (Annexure F(A) by the bank immediately after the selection.

**xix) Termination of Contract:**

UCO BANK also reserves its right to terminate the contract in the event of one or more of the following situations:

- a. Unnecessary or unwarranted delay in execution of the work allotted.
- b. Delay in providing the requisite manpower at the Bank's site.
- c. Delay in submission of reports beyond the stipulated periods.
- d. Breach of trust is noticed during any stage of the assignment.

Notwithstanding anything contained herein above, Bank reserves the absolute right to cancel / terminate the contract (without assigning any reason) by giving 15 days' notice in writing.



**xx) Publicity:**

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

**xxi) Force Majeure:**

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

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

**xxii) Penalty:**

It is expected of the selected bidder to provide services as mentioned in Scope of Work and the terms of the RFP. Inability of the auditor to either provide the requirements as per the scope of work or to meet the timelines as specified would be treated as breach of contract and UCO BANK would invoke the penalty clause. The selected auditor shall be liable to pay to the Bank penalty @ 5% of the total fee payable for such breach of contract. These rights shall be in addition to and without prejudice to other rights available to UCO BANK including but not limited to termination of contract, invocation of indemnity and recovery of amount paid, etc.

**xxiii) Resolution of Disputes:**

The successful Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

The Party raising a dispute shall address to the other Party a notice requesting amicable settlement of the dispute within seven {7} days of the receipt of the notice. The matter will then be taken up for resolution by General Manager (Finance Department, Head Office) or Deputy General Manager (Finance Department, Head Office), of UCO Bank and the Authorized Official of the successful Bidder. The matter shall be resolved between them and the agreed course of action shall be documented within a further period of 15 days.

In case any dispute between the Parties is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by

arbitration and such dispute may be submitted by either party for arbitration within 20 days of 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, who shall be the Presiding Officer.

Notwithstanding anything contained hereinbefore, if the dispute exists for more than 30 days, Bank will have option to take recourse under provisions of law as may be deemed appropriate, The venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage pre - paid registered post with acknowledgement due or by a reputed courier service in the manner as elected by the Party giving such notice. All Notices shall be deemed to have been validly given on (i) the business date immediately by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This RFP document shall be governed and construed in accordance with the laws of India. The Courts of Kolkata alone and no other Courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP document. Notwithstanding the above, the Bank shall have right to initiate appropriate proceedings before any Court of appropriate jurisdiction, should it find expedient to do so.

The selected Bidder shall not be entitled to suspend the completion of the job, pending resolution of any dispute between the Parties and shall continue to render its services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

**xxiv)Governing Language:**

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

**xxv) Governing Law/Jurisdiction:**

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

**General Manager Finance**

Annexure: A

(Covering letter) Technical Offer

(Letter to the Bank on the Auditor's letterhead)

Date:

The General Manager  
UCO Bank  
Finance department,  
3rd Floor, 2, India Exchange place,  
Kolkata- 700001

Dear Sir,

Sub: Your RFP for Appointment of Auditors for conducting GST Audit in UCO BANK.

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for conducting GST Audit in UCO BANK, as detailed in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 180 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

(Name and Designation, seal of the firm) Encl: Technical Offer in sealed envelope.

Annexure B

PROPOSAL FORM

(To be included in Technical Proposal Envelope)

Date:

Sir,

Request for Proposal –

Appointment of Auditor for conducting Goods and Service Tax (GST) Audit in UCO BANK.

Reference Number RFP/

Having examined the RFP Document, we, the undersigned, offer our services for conducting Goods and Service Tax (GST) Audit and in UCO Bank in conformity with the requirements mentioned in said RFP documents.

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

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

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

We certify that there has been no conviction by a Court of Law or any contemplation by court for misconduct or indictment/adverse order by a regulatory authority for an offence against us or any of our Partner(s)/Employee(s) and if it arises we will intimate the Bank of the same.

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

We understand that UCO BANK is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we will not claim any

expenses incurred by us in preparing of bid documents and that UCO BANK will not defray any expenses incurred by us in proposal.

We are also aware that UCO BANK has also right to re-issue / re-commence the bidding process, to which we do not have right to object and have no reservation in this regard; the decision of UCO BANK in this regard shall be final, conclusive and binding upon us.

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

Dated this ..... day of ..... 2019

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

यूको बैंक  UCO BANK

## Annexure C

## PART A

TECHNICAL BID  
Request for Proposal for appointment of Auditor  
For Goods & Service Tax Audit

| Particulars  | Details to be furnished for the particular | Details of enclosure to be submitted   |
|--|--|--|
| Name of the Bidder   |  |  |
| Address of Registered Office   |  |  |
| Country of incorporation   |  |  |
| Telephone/Mobile/Fax number  |  |  |
| Name and designation of the person authorized to make commitment to the Bank   |  |  |
| Date of incorporation of the bidder  |  |  |
| Email address  |  |  |
| Location of offices  |  |  |
| Experience in the field of Indirect Tax/ Service tax as an auditor   |  | Please attach separate sheet if require  |
| Details of service Tax/ GST Consultancy services taken in India  |  | Please attach separate sheet if require  |
| Details of service Tax/ GST Consultancy services taken in Schedule Commercial Bank/ NBFCs  |  | Please attach separate sheet if require<br>(Give scope of work of all assignment)          |
| Number of person who are proposed to be associated for executing the audit assignment with names including that of the Team Leader, team leader once assigned to the bank should not be replaced except under very exceptional circumstances and always with the consent of the bank |  | Resume of the identified team persons in the format enclosed as CV format to this document |
| Details of BID amount paid DD/PO NO..... dated Bank .....  |  |  |
| ..... Drawn on   |  |  |

|                                 |  |  |
|---------------------------------|--|--|
| (branch)..... Amount<br>Rs..... |  |  |
| PAN No.....<br>GST NO.....      |  |  |
| Reference of clients            | Name<br>Address<br>Designation<br>Contact detail<br>Email id |  |

Dated this..... day of .....2019

.....  
.....

(Signature in the capacity of)

Duly authorized to sign proposal for and on behalf of

..... यूको बैंक  UCO BANK

## Annexure C

## PART - B

| S.NO. | Particulars   | Document to be submitted   |
|-------|---|--|
| 1     | Standings of Firm/LLP   | Constitution Certificate Issued by ICAI /ICMAI/Certificate incorporation. Profile of the Firm/LLP, full time affiliate Chartered Accountancy / Cost Accountancy firm detailing Experience in Audit in India. |
| 2     | Experience in GST implementation in Scheduled Banks having minimum of 1000 branches as on 01.04.2018.   | Documentary Evidence such as Appointment Letter /Confirmation Letter from the Banks  |
| 3     | Experience in Implementation/ compliance/ advisory Contract relating to Service tax with scheduled Banks or NBFC  | Documentary Evidence such as Appointment Letter /Confirmation Letter from the Banks/NBFCs  |
| 4     | Turnover criteria –Average turnover of at least Rs.2crores in last three F.Y 2015-16, 2016-17 and 2017-18   | Turnover Certificate from a Chartered Accountant for F.Y 2015-16, 2016-17 and 2017-18  |
| 5     | Key Resources   | Resume with details of service certified by the Firm/LLP   |
| 6     | Presentation  | Detailed Technical Write-up  |
| 7     | Domain Knowledge in information Technology  | Copy of certificate with details of knowledge level- self certified  |
| 8     | The Bidder should not have been barred/ black listed/disqualified by any regulators/ statutory body at the time of submission of bid                                      | Self-declaration on Bidder's Letter head signed by the authorized signatory  |
| 9     | Bidders, its Director Key Managerial personnel and other employees assigned to the work contemplated herein should not have conflict of interest in relation to the Bank. | Self-declaration on Bidder's Letter head signed by the authorized signatory  |
| 10    | Bidder should not be a Consultant for GST Implementation and compliance thereof in UCO Bank   | Self-declaration on Bidder's Letter head signed by the authorized signatory  |



Annexure: D  
Commercial Offer (Covering Letter)  
(To be furnished in the Firm's letter head)  
(To be submitted in sealed envelope)

Place .....

Date.....

To,  
The General Manager,  
UCO BANK,  
Finance department,  
3Rd floor, 2, India exchange place,  
Kolkata- 700001

Sir/Madam,

We undersigned offer to provide audit of Goods and Service Tax (GST) UCO BANK in accordance with your RFP dated .....

Our attached Commercial Offer is for the sum of Rs.....

.....  
(Amount in words and figures). The amount is exclusive of all taxes.

Our Commercial Offer shall be binding upon us and the same is also Subject to modification resulting from contract negotiations, up to Expiration of the validity period (180 days) of the proposal.

Yours faithfully

(Name & designation, seal of the firm) Encl:

Commercial Offer in sealed envelope.

Annexure E

COMMERCIAL BID

(To be included in Commercial Proposal Envelope)

Date:.....

Sir,

Request for Proposal for Appointment of Auditors for conducting Goods and Service Tax (GST) Audit and compliance thereof in UCO BANK.

Reference Number dated

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

|            | Audit Fees Including Out Of Pocket Expenses<br>(Rs) |
|------------|---|
| In figures |   |
| In words   |   |

TERMS AND CONDITIONS:

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

Dated this ..... day of .....2019

.....

(Signature)

.....

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

.....

Annexure F

(Undertaking from the bidder on their Firm's/Company's letter head)

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

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



We shall ensure the compliance of the guidelines of Central Vigilance Commission for the purpose of selection and employment of Auditors. In case of breach, the Bank shall take such legal action as deemed fit.

.....  
Signature and seal of authorized person Date:

Annexure F (A)

NON- DISCLOSURE AGREEMENT

(to be executed by the bidder on stamp paper of requisite value)

Confidentiality:

The bidder shall hold in confidence all information, documentation etc which come to their knowledge ('Confidential Information') and shall not disclose or divulge confidential information to any third party or use Confidential Information or any part thereof without prior written consent of bank.

Confidential Information means information which is by its nature confidential or is designated by the bank as confidential and includes:

1. All information marked or otherwise designated as confidential;
2. Information which relates to the financial position; the internal management structure, the Personnel, policies and strategies of bank,
3. Bank Data, customer lists, customer information, account information, and business information regarding business planning and operations of Bank, its Subsidiary and Associate or other information or data whether such data is permanent or otherwise;
4. Any other information which the parties have specifically declared as confidential.

The restriction imposed in this clause does not apply to any disclosure of information:

- Which at the material time was in the public domain other than by breach of this clause; or
- This is required by law to be communicated to a person who is authorized by law to receive that information.

(The selected bidder shall execute separate non- disclosure agreement in the format prescribed by the bank immediately after the selection.)

Annexure G

Details of Persons who will form the team for the proposed assignment

1. Name of the Person :
2. Office Address :
3. E-mail ID :
4. Phone Number – Office :  
- Mobile :
5. Date since working in the Firm :
6. Professional Qualifications :
7. Present Designation :
8. Experience :

| SL | Details of Indirect Tax Consultancy services undertaken in India | Brief Details of the Indirect Tax / GST consultancy services undertaken and the Organization where assignment was undertaken | Period |    |
|----|--|--|--------|----|
|    |  |  | From   | To |
| 1  |  |  |        |    |
| 2  |  |  |        |    |
| 3  |  |  |        |    |

Note: - Format is of minimum requirements and is to be compulsorily furnished. Respondents may furnish additional details, if any.

Dated this .....day of .....2019

.....  
(Signature)

.....  
(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure: H

(To be furnished in the company's/firm's letter head)

AUTHORIZATION LETTER FORMAT

Place.....

Date.....

To,  
The General Manager,  
UCO BANK,  
Finance department,  
3Rd floor, 2, India exchange place,  
Kolkata- 700001

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Appointment of Auditors for conducting Goods and Service Tax (GST) Audit in UCO BANK.

Mr./Miss/Mrs.....is hereby  
authorized to attend the Bid Opening of the above RFP  
.....Dated.....on  
.....on behalf of our Firm/LLP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Name of Authorizing Authority

## Annexure-I

## Eligibility criteria-check list

| SL | Eligibility Criteria  | Remarks of the Bidder on the compliance for eligibility |
|----|---|---|
| 1  | The Bidder should be a Partnership Firm/ LLP registered in India.   |   |
| 2  | The Bidder should have experience in GST implementation in Scheduled Banks having minimum of 1000 branches as on 01.04.2018   |   |
| 3  | The Bidder should be regular Practitioner/ Consultant for service tax and related matters for a minimum of 3 Banks/N B F C s  |   |
| 4  | Turnover criteria- Average turnover of at least Rs. 2 Crore in last three F.Y 2015-16, 2016-17 and 2017-18.   |   |
| 5  | The Bidder should not have been barred/ black listed/disqualified by any regulators/ statutory body in India  |   |
| 6  | Application fees Rs. 10000+ GST   |   |
| 7  | Domain Knowledge in information Technology  |   |
| 8  | EMD Bank guarantee in lieu of Rs. 100000/-  |   |
| 9  | Bidders, its Director Key Managerial personnel and other employees assigned to The work contemplated herein should not have conflict of interest in relation to the Bank. |   |
| 10 | Bidder should not be a Consultant for GST Implementation and compliance thereof in UCO Bank   |   |

Note: Remark column should also include the page No/enclosure details of the evidence for checking the eligibility criteria

Annexure-J

Bank Guarantee Format for Earnest Money Deposit

TO,

.....  
.....  
.....

WHEREAS (Name of Bidder) (hereinafter called "the Bidder" has submitted its Bid dated ..... (Date) for the appointment of Auditor (hereinafter called "the Bid") for conducting GST Audit in UCO BANK (herein after called "the Beneficiary")

KNOW ALL MEN by these presents that we, ..... (Name of the issuing Bank), a body corporate constituted under the ..... Having its Head Office at ..... amongst others a branch/office at ..... (Hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs..... (Rupees .....only) for which payment will and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

(a) If the Bidder withdraws or amends the Bid during the period of Bid validity specified in this Document; or

(b) If the Bidder having been notified of the acceptance of his Bid by the Beneficiary fails to accept the purchase order within 7 days or fails to sign the contract or fails to provide services/furnish performance Bank Guarantee in terms of the RFP

We undertake to pay without demur or protest to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing



to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein

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

ii) This Bank Guarantee is valid up to.....and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before.....(mention period of guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2019.

SIGNATURE & SEAL OF THE BANK



## Annexure K

### Deed of indemnity (FORMAT)

The bidder agrees to indemnify and keep indemnified, defend & hold harmless the Bank (UCO Bank) and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including litigation cost and reasonable attorney's fees), arising before or after completion of implementation of the assignment, which result from or 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; infringement of intellectual property rights of any third party while implementing the project, acts or omissions of negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, auditors and advisors;
- For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, auditors, and / or other authorized persons.
- 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 selected bidder has to execute a Deed of Indemnity as per the prescribed format.)

Place \_\_\_\_\_

Date \_\_\_\_\_

To be executed by the Authorised signatory of the bidder only on company's letter Head and seal