

Appointment of Consultant for Service Tax and Goods Service Tax (GST) and TDS under Income Tax Act



Request for Proposal (RFP) for Appointment of Consultant for Service Tax and Goods Service Tax (GST) and TDS under Income Tax Act

RFP Ref No - F&A: TAX: RKS: 3253/2021 dated 17/08/2021

Union Bank of India, Taxation Cell, Finance and Accounts Department
Union Bank Bhavan, 239 Vidhan Bhavan Marg,

Nariman Point, Mumbai - 400 021

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 Union Bank of India 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. Union Bank of India 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. Union Bank of India 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 E-tender, bids received only through online on E-tendering portal <https://ubi.abcprocure.com> shall be considered as an offer. **Any bid submitted in physical form will not be received or opened and shall be summarily rejected.**

Procedure for submission of E-tender by bidder:

Interested bidders who wish to participate should visit website <https://ubi.abcprocure.com> which is the ONLY website for bidding their offer. Further, the procedure is as follows:

1. Register your company in website <https://ubi.abcprocure.com> for obtaining a Login ID and Password.
2. Using the login ID, password and digital signature, login in to the tender portal to download the tender document. It is mandatory for the Bidders to have a valid Digital Signature Certificate - Signing and Encryption (Class - II or Class - III) issued by any of the valid Certifying Authority approved by Govt. of India as per IT Act, 2000. DSC on **Organization name** is required, if bidder want to participate on behalf of his/her Company.
3. Pay RFP Cost through Demand Draft and upload the scan copy in the portal.
4. Upload supporting documents by clicking "Mapped Documents". Then submit the tender. Take a print screen of "Bid successfully submitted" message for reference.
5. Primary Contact Numbers:--+91-9081000427, 9904406300, email id: support@procuretiger.com
6. Nandan Valera email: nandan.v@eptl.in Mob: 9081000427
Fahad Khan email: fahad@eptl.in Mob: 9904406300
Shaikh Nasruddin email: shaikh@eptl.in Mob: 9510812960
7. System requirement for online bid submission:
 - a. Computer / Laptop (Notebook) with internet connection of minimum 256 kbps speed.
 - b. Operating system - Windows XP Service pack -3 / VISTA/ Windows 7 or above.
8. Bidder must submit the offer before online closing date & time. The website will automatically stop accepting the offer after online closing date and time.

NOTE: Submission of any bid document through offline mode will not be accepted except Cost of RFP should be submitted on or before last date & time of bid submission.

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Schedule of Events & Bid Details

Date of issue of RFP/Download Start Date and Time	25/08/2021 at 11:00 Hours
Last date and time for submission of query	31/08/2021 by 17:00 Hours
Pre-Bid Meet	31/08/2021 at 12:00 Hours
Download End Date & Time	16/09/2021 by 15:00 Hours
Last date and time for submission Of Bidding Document	16/09/2021 by 16:00 Hours
Date and Time of Technical Bid Opening	16/09/2021 at 16:15 Hours
Place of opening of Bids (Online)	Union Bank of India, Department of Information Technology, Adi Shankaracharya Marg, Powai, Mumbai
Cost of RFP	Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft in favour of "Service Tax Account, Central Office - 378901010036280" , payable at Mumbai.
Performance Bank Guarantee	Performance Bank Guarantee equivalent to 3% of the Annual Contract Value valid for the contract period with a claim period of 3 months from date of issue of purchase order.
Contact details	Deputy General Manager (Taxation), Union Bank of India, 6th Floor, Taxation Cell, Finance & Accounts Department, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021. Email: mallareddy@unionbankofindia.com taxcell@unionbankofindia.com Mail is to be sent to the above mentioned email id only containing below mentioned information, so that in case of any clarification same may be issued: Name of company, contact person, Mailing address with Pin Code, Telephone No., Mobile No., email address etc.

Note: Any bid received after scheduled 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.

UNION BANK OF INDIA

1. Introduction

Union Bank of India, a Public Sector Bank having its Head Office at 239, Vidhan Bhavan Marg, Union Bank Bhavan, Nariman Point, Mumbai - 400021. Bank has 9500 branches approximately, 125 Regional Offices, 18 Zonal Offices and 15000 ATMs spread across the country. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc.

To expand its reach further, the Bank is also forging ahead with cutting edge technologies and innovative new banking models.

Bank is having approximately 150 GSTIN registration and 100 registration for TDS under GST, approximately 7800 TANs for amalgamated entity.

2. Objectives of the RFP, Purpose and Period of Appointment

The Bank invites Proposals (the “Proposals”) for selection of a Service Tax, GST & TDS under Income Tax, consultant who shall assist the Bank in compliance with Service Tax and GST provisions and TDS provisions as detailed in Terms of Reference.

The Bank Invites Request for Proposal (RFP) from consultants of repute and proven track record to comply with GST Rules/TDS Rules on day to day basis as well as to take care of pending issues of Service Tax. The period of appointment will be for three years starting from 01st October 2021 (tentative) on yearly renewal basis which can be further extended on mutual agreement. However, the Bank reserves the right for extending or reducing the period of appointment.

Detailed activities / functions that the selected consultant is expected to perform is given in Terms of Reference (TOR) given in Annexure A.

3. Definitions

- a) “UBI” or “Bank” means Union Bank of India, which has invited the bids for consultancy services, and with which the selected consultant signs the contract for the services to be rendered and to whom the selected consultant shall provide services as per the terms and conditions and terms of reference of the contract.
- b) “Bidder” means a consultant who is submitting its proposal for providing services to UBI.
- c) “Consultant” means any Chartered Accountants Firm / LLP, submitting its proposal for providing services to UBI.
- d) “Contract” means the contract signed by the parties and all the attached documents and the appendices.
- e) “Day” means calendar day.
- f) “Personnel” means professionals and support staff provided by the consultant to perform the services or any part thereof.
- g) “Proposal” means the technical proposal and the commercial proposal.

- h) “RFP” means this “Request For Proposal” prepared by UBI for the selection of consultants.
- i) “Assignment/job” means the work to be performed by the consultant pursuant to the contract.
- j) “Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, tasks to be performed, etc.
- k) “Balance Sheet size” means the total of assets side of the balance sheet.

The term consultant, applicant and bidder have been used interchangeably in the RFP document. Similarly, the terms commercial bid and commercial proposal have been used interchangeably.

4. Invitation of Tender Bids

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. However, until a formal contract is prepared and executed, this offer together with Bank’s written acceptance & notification of award shall constitute a binding contract with the successful bidder.

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.unionbankofindia.co.in or from Government portal eprocure.gov.in or e-Procurement Portal ubi.abcprocure.com. The response should be uploaded online at the e-procurement Portal ubi.abcprocure.com.

5. Eligibility Criteria

5.1 Only those Bidders who fulfill the following criteria are eligible to respond to the RFP. Document/s in support of all eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

5.2 The bidder Applicants must read carefully the minimum conditions of eligibility criteria provided herein. Proposals of only those applicants who satisfy these conditions will be considered for evaluation process. To be eligible for evaluation

of its Proposal, the applicant shall fulfill the eligibility criteria given in **Annexure B / B-1 Part (a)**.

5.3 An Applicant or its Affiliates should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates.

6. Conflict of Interests

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

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

(i) **Conflicting assignment / job:** The consultant (including its personnel) or any of its affiliates shall not be hired for any assignment / job that, by its nature, may be in conflict with another assignment / job of consultancy to be executed for the same and / or for another organisation.

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

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

(b) **Relaxation for Startups -**

The condition of prior turnover and prior experience will be relaxed for Startups (as defined by Department of Industrial Policy and Promotion). As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a 'start-up' -

- a) Up to five years from the date of its incorporation/registration;
- b) If its turnover for any of the financial years has not exceeded Rs.25 crore (Rupees Twenty Five crore);
- c) It is working towards innovation, development, deployment or commercialisation of new products, processes or services driven by technology or intellectual property;
- d) Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification.

The mandatory eligibility criteria and the parameters for evaluation of technical proposal will be as given in **Annexure B-1** and **Annexure C-1** respectively.

7. Terms of Reference - As given in Annexure A

8. Earnest Money Deposit

- 8.1 The Bidder shall submit the EMD of Rs. 50,000/- (Rs. Fifty thousand only) by way of demand draft favouring 'Union Bank of India' payable at Mumbai. EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected consultant fails to sign the contract within the period mentioned herein.
- 8.2 EMD should be submitted along with the application, given in Annexure E. Any application not accompanied by the requisite EMD shall be treated as non-responsive and is liable to be rejected.
- 8.3 The EMD of the unsuccessful bidders will be returned as early as possible, after completion of process of selection of the consultant. The EMD of the selected consultant shall be refunded only after successful completion of one year of contract or expiry of the contract whichever is earlier.
- 8.4 No interest is payable on the amount of EMD.
- 8.5 If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future three RFPs floated by the Bank.
- 8.6 **Exemption of EMD and Tender Fee:** Micro & Small Enterprises (MSE) units /

Startups are exempted from payment of EMD and tender fee provided the products and services they are offering, are manufactured and / or are rendered by them. Exemption as stated above is not applicable for selling products and / or services, manufactured / rendered by other companies.

Bidders may please note to provide, along with their offer, proof of their being registered as MSE / Startups (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME) / Department of Industrial Policy & Promotion (DIPP).

Bidder who solely on its own, fulfils each eligibility criteria / condition as per the RFP terms and conditions and who are having MSE / Startups status can claim exemption for EMD / tender fee.

If all these conditions are not fulfilled or supporting documents are not submitted with technical Bid, then all those Bids without tender fees / EMD will be summarily rejected and no queries will be entertained.

9. Bidding Document

- 9.1 Detailed description of the objectives, scope of services, and other requirements relating to this consultancy proposal are specified in **Annexure A** of this RFP. Interested applicants eligible as per **Annexure B/B-1** may participate in the Selection Process by submitting the bids as expected in this document.
- 9.2 Applicants are advised that the selection of consultant shall be on the basis of an evaluation/Selection Process specified in this RFP in **Para 11**. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Bank's decisions are without any right of appeal whatsoever.
- 9.3 No Bidder/Applicant shall submit more than one Application for this consultancy proposal. If a consultant submits more than one application then, all such applications shall be disqualified.

10. Validity period of the Proposed Bid

The proposal must be valid for 180 days after the last date for submission of proposal. During this period, the consultants shall maintain the availability of professional staff nominated in the proposal and also the commercial proposal shall remain unchanged.

11. Instructions for Bid Submission:

11.1. Cost of RFP

RFP document can be purchased against payment of Rs. 50,000/- (non-refundable) in the form of a demand draft issued by a scheduled commercial bank favoring “Service Tax Account, Central Office - 378901010036280” payable at Mumbai. In case of bidders registered with The National Small Industries Corporation Limited (NSIC)/MSME, they are eligible for waiver of RFP document cost. However, they need to provide valid MSME/NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. In addition, bidder has to submit [Annexure K](#) in physical form (Hard copy) duly signed by Chartered Accountant before last date and time of submission of bid.

The RFP document can be downloaded from the Bank's website www.unionbankofindia.co.in or from Government tender portal eprocure.gov.in or from e-procurement site ubi.abcpocure.com.

In the event of non-payment of the fee of Rs. 50,000/- towards the RFP form, the offer will be rejected.

All costs and expenses (whether in terms of time or material or money) incurred by the Recipient/ Bidder 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 the Bank, will be borne entirely and exclusively by the Bidder.

11.2. Performance Bank Guarantee

The successful bidder shall provide a Performance Bank Guarantee within 30 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided in [Annexure L](#), for 3 % of Annual Contract Value, with a claim period of 60 days and such other extended period as the Bank may decide for due performance of the project obligations. The PBG should be of that of scheduled commercial Bank, other than Union Bank of India.

In the event of non-performance of obligation or failure to meet terms of this tender the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the successful bidder.

The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.

If the Performance bank guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the successful bidder, will be forfeited.

11.3. Language of Bid

The language of the bid response and any communication with the Bank must be in written 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.

11.4. Period of Validity of Bids

Bids should remain valid for the period of at least 180 days from the last date for submission of bid prescribed by the Bank. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission. Further extension of the validity of the bid will be decided by the bank in case of need. The price quoted in Final Commercial Offer will be valid for at least 180 days from the date of offer.

11.5. Authorization to Bid

The proposal/ bid being submitted would be binding on the Bidder. As such, it is necessary that authorized personnel of the firm or organization sign the bid documents. The designated personnel should be authorized by a senior official of the organization having authority or Board.

11.5.1.1. All pages of the bid, shall be initialed by the person or persons signing the bid

11.5.1.2. Bid form shall be signed in full & official seal affixed.

11.5.1.3. Any inter-lineation, erasure or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

11.5.1.4. All such initials shall be supported by a rubber stamp impression of the Bidder's firm.

11.5.1.5. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

11.6. Two part Bid

The Bid should be submitted online at the e-Procurement site <https://ubi.abcprocure.com> by the Bidder. It should comprise the following components:

- 11.6.1. Technical bid - Part I: “Technical Bid for Appointment of Consultant for Service Tax, Goods & Service Tax and TDS under Income Tax Act related matters”.
- 11.6.2. Commercial bid - Part II: “Indicative Commercial Bid for Appointment of Consultant for Service Tax, Goods & Service Tax and TDS under Income Tax Act related matters”.
- 11.6.3. Any bid document not conforming to any one of the above terms will be rejected.
- 11.6.4. In the first stage, if Cost of RFP is received with in time then only TECHNICAL BID will be evaluated. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for commercial evaluation. Under the second stage, the INDICATIVE COMMERCIAL BID of only those bidders, whose technical bids are qualified, will be opened.
- 11.6.5. As a part of technical evaluation, the bidders may be required to give presentation.
- 11.6.6. After completion of technical evaluation, the successful bidder will be decided based on Techno commercial bid (T1+L1) as per technical evaluation process mentioned in the RFP.

11.7. Technical Bid

- 11.7.1. 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.
- 11.7.2. The Technical Bid - Part I must be submitted online.
- 11.7.3. The following original document is to be submitted offline in original (Union Bank of India, Taxation Cell, Finance and Accounts Department, 6th Floor, Union Bank Bhavan, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021) to the Bank on or before last date & time of bid submission.
 - 11.7.3.1. RFP Cost of Rs. 50,000/- (Rupees Fifty Thousand Only)-in the form of a demand draft issued by a Scheduled commercial bank favoring “Service Tax Account, Central Office - 378901010036280” , payable at Mumbai.

11.7.3.2. In case of bidders who have been registered with MSME/NSIC, are eligible for waiver of RFP cost, they need to submit valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme. In addition, bidder has to submit [Annexure K](#) duly signed by Chartered Accountant before last date and time of submission of bid.

11.7.3.3. The following documents are to be submitted online at the e-procurement site <https://ubi.abcpurchase.com>.

Annexure B/B-1	Eligibility Criteria / Eligibility Criteria (For Startups)
Annexure C/C-1	Parameters for evaluation of Technical Proposal
Annexure D	Bidder's Profile Format
Annexure D-1	Details of Partners and C.A./DISA/CISA Employees on Firms' Payroll
Annexure D-2	Declaration for Mumbai Office/Proposed Mumbai Office
Annexure D-3	Particulars of Experience as Service Tax/GST Consultant....
Annexure D-4	Particulars of Experience as Central Statutory Auditors....
Annexure E	Commercial Proposal for Appointment of Consultant for Service Tax, Goods & Service Tax and TDS under Income Tax Act (Blank signed copy to be uploaded, however Annexure E will be available online where commercial bid can be submitted)
Annexure G	Penalty Clause
Annexure H	Letter of Acceptance
Annexure J	Undertaking by Bidder
Annexure K	Certificate for Confirmation of MSME/NSIC Firms
Annexure L	Performance Bank Guarantee (Blank signed copy to be uploaded)

11.7.3.4. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders and should be uploaded online on portal along with technical bid.

11.7.3.5. Photocopies of relevant documents / certificates as proof in support of various information submitted online in aforesaid annexure and other claims made by the bidder.

11.7.3.6. The Bid should be signed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the bidders.

11.7.3.7. Signed & Sealed copy of all the pages of RFP along with corrigendum if any, is to be submitted along with the technical bid.

- 11.7.4. The 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.
- 11.7.5. The Bank reserves the right to disqualify the bidder/(s) if bidder/(s) have not completed any project/previous assignment successfully in Union Bank of India in stipulated time i.e. supply, installation, implementation etc.
- 11.7.6. 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. 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 without giving any reasons whatsoever.
- 11.7.7. 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.unionbankofindia.co.in) 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.

11.8. Commercial Offer

The commercial offer must not contradict the Technical offer in any way and should include the cost of all the items offered. The suggested directive for Commercial offer is as follows:

- 11.8.1. The Commercial Offer (Part - II) should be submitted online at the e-Procurement site as per **Annexure E** by way of entering the values in the format provided at the site. This must contain all price information in Indian currency only.
- 11.8.2. The vendors should not offer any options or any conditional offers to the Bank while giving the price information. The offer should strictly be in conformity with the items as specified by the Bank. No additions or deletions

to the Annexure are allowed. Any deviations may lead to disqualification of the bid.

11.8.3. It is advised that fee quoted shall not be zero or nominal. Bidder is also advised not to quote exorbitant rate. It shall be reasonable and comparable what is prevailing in market.

11.9. Opening and Evaluation of Technical Bid

11.9.1 In the first stage, only the Technical Bids will be opened and evaluated by technical evaluation committee. The short listing will be based on various parameters as per the terms of the tender documents, responses, referrals, presentations, technology, past experience, financial strength, etc. The presentation of the bidder should broadly include, but not restricted to, the areas specified as follows:

- a) Profile of the company
 - Brief history, Vision & Mission statement
 - Latest business figures and
 - Areas of expertise
- b) Prior assignments related to similar projects in Banks as well as Bank's scope of work completed in other PSBs, Private Banks and FIs.
 - Nature and scope of work and complexity of such assignments.
 - Timely and satisfactory completion of such assignments.
 - Impact of results on the concerned organization

11.9.2 The presentation should cover all the aspects of the technical bid evaluation criteria explained as above. The bidder must also ensure that the details sought in the annexure as specified in the RFP are aptly covered. The bidder may share any other information or highlight their key achievements related to the scope of work. Presentation should be made by the employee on the role of the respective bidder firm as on bid submission date and no hiring of outsider for presentation will be allowed.

The bidder is expected to substantiate /validate the achievements / recognition through relevant data / documentary evidence.

- a) As a part of the evaluation process, Bank will carry out the exercise of substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all the terms and conditions of bidding document without material deviation.

- b) Bids which do not fulfill the eligibility criteria / conditions relating to Bidders credentials, experience etc. as evidenced through the technical bid documents will be rejected by the Bank.
- c) Bank may, during the process of technical evaluation, call for any clarifications/ additional particulars required on the technical bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing through email within the specified date and time. The Bidder's offer will be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- d) The Bank may, at its discretion, waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation and financial impact, provided such waiver does not prejudice or affect the relative ranking of any bidder. Wherever necessary, observations on such 'minor' issues (as mentioned above) Bank may be conveyed to the bidder, asking them to respond by a specified date also mentioning therein that, if the bidder does not respond by the specified date, their bid will be liable to be rejected.
- e) On the basis of technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.
- f) Bidders must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.
- g) First of all, the RFP Cost will be verified. If RFP Cost is not found in order and received in time, technical bid evaluation will not be carried out.
- h) After that technical bids will be opened & evaluated based on the eligibility criteria defined in the RFP document and technical specifications. Bidders satisfying the eligibility criteria and technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
- i) All bidders will be required to give presentation of their offered services covering end to end services. Failure of a bidder to complete presentation to the Bank may result in rejection of the proposal. Bidder is required to address all queries raised by the Bank officials during the presentation. Giving mere

presentation should not be considered as being qualified / shortlisted for further process. Decision of Bank, in this regard will be final and binding on all bidders.

- j) Finally, the technical proposal of the bidder will be scored as per Scoring Methodology - [Annexure F](#) and the bidders would be assigned Technical Score (TS).
- k) The Bank shall follow all the guidelines/notifications for public procurement.

11.10. Commercial Bid Evaluation

11.10.1. Post technical evaluation, commercial bid of only those bidders will be opened who will comply with all the eligibility criteria, confirm compliance to all the terms & conditions and will score minimum 75% marks in the Technical Evaluation Stage.

11.10.2. In case during technical evaluation, all the bidders fail to score more than 75% marks, or less than three bidders obtain more than 75% marks, then in that case top three bidder will be considered for opening commercial bids provided marks obtained by them are more than 50%. The decision of the Bank in this regard shall be final.

11.10.3. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders are not present, the commercial bids will be opened in their absence. No information regarding the commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

11.10.4. Commercial bid should be submitted online as per format provided in [Annexure E](#).

11.11. Combined Technical-Commercial Evaluation Process

In respect of all the qualified bidders, in whose case, the commercial bid has been opened; a combined techno-commercial evaluation will be done by the Bank as per the following procedure:

Technical score will be arrived at treating the marks of the bidder scoring the highest marks (A) in Technical evaluation and weightage as 70%. Technical score for other bidders (B, C etc.) will be computed using the formula, T=

Marks of B / Marks of highest scorer A * 70.

Similarly, Commercial score of all technically qualified bidders will be arrived at taking the cost quoted by L1 bidder i.e. the lowest quote from all technically qualified bidders (say C) and weightage as 30%. Marks for other bidders will be calculated using the formula Combined Score = Cost of L1 bidder (C) / Cost quoted by bidder * 30.

A “Combined Score” will be arrived at, taking into account both marks scored through technical bid evaluation and the commercial quotes with a weightage of 70% for technical and 30% for commercials as detailed below.

Then combined score is arrived at by adding Technical Score and Commercial Score. The successful bidder will be the one who has the highest **Combined Score (H1)**, up to 2 decimals.

Formula for calculating the Combined Score of technically qualified bidder is as follows.

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

Where: H = Combined Score T=Technical Score; T High = Highest Technical Score among the bidders C= Commercial Quote; C Low = Lowest commercial quote among the bidders

Example:

Bidder	Technical Evaluation Marks (T)	Nominal Bid Price in INR(C)	Technical Score	Commercial Score	Combined Score (out of 100)
A	95	71	95/95*70=70.00	60/71*30=25.35	70.00+25.35=95.35 (H1)
B	85	65	85/95*70=62.63	60/65*30=27.69	62.63+27.69=90.32 (H2)
C	80	60	80/95*70=58.94	60/60*30=30.00	58.94+30.00=88.94 (H3)

In the above example, Bidder A with highest score (H1) becomes the successful Bidder. In case of a tie between bidders i.e. if two or more bidders receive the same combined score, the bidder with the higher technical score shall be declared as (H1).

Kindly note that the Bank reserves the right to finalize the scores from the available bid documents and presentation made by the bidder and the Bank decision on techno- commercial evaluation is FINAL. Please note that only up to two decimal points will be considered in the final score. Ceiling, flooring or rounding will not be done during computation.

11.12. Other Terms and Conditions of RFP

- 11.12.1. By submitting a proposal, the successful bidder agrees to promptly contract with the Bank for any work awarded to the successful bidder. Failure on the part of the awarded bidder to execute a valid contract with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 11.12.2. The terms and conditions as specified in the RFP and corrigendum (if any) thereafter are final and binding on the bidders. In the event the bidder is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly agreed to in writing to the Bank and accepted by the Bank in writing.
- 11.12.3. The successful bidder must strictly adhere to the timelines in each case. Failure to meet the timelines, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the successful bidder's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this tender document) due to the successful bidder's inability to meet the established delivery dates or any other reasons attributing to the successful bidder then, that bidder will be responsible for any re-tendering costs suffered by the Bank. The liability in such an event could be limited to the differential excess amount spent by the Bank for procuring similar deliverables and services.
- 11.12.4. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the services to be rendered in response to this RFP shall meet the proposed bidders requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the

performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

11.12.5. All terms and conditions, payments schedules, time frame for expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder. The Bank shall not be responsible for any judgments made by the bidder with respect to any aspect of the Service. The bidder shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this tender document.

11.12.6. The Bank and the bidder covenants and represents to the other Party the following:

11.12.6.1. It is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.

11.12.6.2. It has the corporate power and authority to enter into Agreements and perform its obligations there under. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

11.12.6.3. The execution, delivery and performance under an Agreement by such Party:

11.12.6.3.1. Will not violate or contravene any provision of its documents of incorporation;

11.12.6.3.2. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;

11.12.6.3.3. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to,

any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;

- 11.12.7. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.
- 11.12.8. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders.
- 11.12.9. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 11.12.10. This tender document may undergo change by either additions or deletions or modifications before the last date and time of submission by the Bank. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the tender document and its subsequent addendums as it deems necessary at its sole discretion. The addendums, if any, shall be published on Bank's website only.
- 11.12.11. The Bank reserves the right to extend the dates for submission of responses to this document.
- 11.12.12. Bidders shall have the opportunity to clarify doubts pertaining to the tender document, prior to finalizing their responses. All responses to be submitted as per Bid query format in [Annexure I](#). 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.

- 11.12.13. 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.
- 11.12.14. No Commitment to Accept Lowest bid or Any Tender - The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations unless there is change in the terms and conditions of purchase.
- 11.12.15. Erasures or Alterations - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 11.12.16. If the Bank is not satisfied with the technical specifications as specified in the tender document and observes major deviations, the technical bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject technical bid.
- 11.12.17. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.

11.13. Award of contract

On completion of techno commercial evaluation of bids, Bank will determine the H1 bidder based on marks obtained through Technical and Commercial evaluation and contract will be awarded to bidder who scores highest marks.

11.14. Restriction on Procurement due to National Security

Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on 'restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security' is applicable for this RFP.

- 11.14.1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 11.14.2. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 11.14.3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 11.14.4. The beneficial owner for the purpose of (iii) above will be as under:
- 11.14.5. In case of a company or Limited Liability Partnership, the beneficial owner

is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 11.14.6. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 11.14.7. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 11.14.8. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 11.14.9. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 11.14.10. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

11.15. Price Composition

- 11.15.1. The commercial bid should be quoted in the indicative commercial bid form

attached to this bid.

- 11.15.2. The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 11.15.3. The Total cost should be exclusive of all applicable taxes and duties, GST (SGST, CGST & IGST) and will be payable in actual in quarterly arrears.
- 11.15.4. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time.

12. Taxes and Duties

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

The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

13. Rejection of Bid

The Bid is liable to be rejected if:

- 13.1. The document does not bear signature of authorized person in each page and duly stamp.
- 13.2. It is received through Fax/E-mail/dropped in tender box.
- 13.3. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions

stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.

- 13.4. It is evasive or contains incorrect information.
- 13.5. Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. will be a disqualification.
- 13.6. Bidder should comply with all the points mentioned in the scope of work. Noncompliance of any point will lead to rejection of the bid.
- 13.7. Non submission of RFP cost by authorized signatory in physical form.

14. RFP Response

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

Bid properly documented should be submitted by uploading at <https://ubi.abcprocure.com> on or before stipulated date & time mentioned in the RFP.

15. Modification and Withdrawals of Bid

No bid can be modified or withdrawn by the bidder subsequent to the last date and time for submission of bids. In the event of withdrawal of the bid by bidders, the bidder will be suspended from participating in any future RFPs for 2 years.

16. Penalty Clause/Liquidated Damage (LD)

- 16.1. If the successful bidder fails to deliver or perform the services as stipulated in the RFP / Contract, Bank will reserve the right to deduct penalty from the monthly fees to be paid to the consultant. The details are mentioned in **Annexure-G**.
- 16.2. Any loss caused to UBI or claims made against UBI owing to non-performance of the services by the successful bidder as per the contract, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or accrued to the successful bidder in future of any claim.
- 16.3. Any financial loss to UBI on account of fraud taken place due to successful bidder, its employees or their service provider's negligence shall be recovered from the

successful bidder along with damages if any with regard to UBI's reputation and goodwill.

17. Indemnification

The consultant shall agree to indemnify the Bank against any loss or claims due to loss of data / damage to data of the Bank arising as a consequence of breach of any clause in terms and conditions of the agreement.

18. Contract Period

The contract period for consultation will be initially for a period of 3 year subject to annual review by competent authority which can be further extended by Vertical Head for with mutual agreement subject to satisfactory performance.

The successful bidder shall execute (a) a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-disclosure Agreement (NDA). The bidder shall execute the SLA and NDA within one month from the date of issuance of purchase order. The contract shall be executed by the authorized signatory of the bidder. A power of attorney to that effect shall be submitted by the successful bidders.

The Bidder shall bear entirely and exclusively all costs (whether in term of time or money) associated with the preparation and submission of its Bid and the Bank will in no case be held responsible or liable for these costs regardless of the conduct or outcome of the bid process including but not limited to cancellation/abandonment/annulment of the bidding process.

19. Price Validity

Prices payable to the successful bidder as stated in the Contract shall be firm and not subject to any changes at any circumstances during the contract period. The Total cost should be exclusive of all applicable taxes, GST (SGST, CGST & IGST) and will be payable in actual on the date of invoicing.

20. Payment Terms

All the payments will be release in quarterly arrears. No advance payment will be allowed.

21. Authorized Signatory

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

22. Confidentiality

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

- 22.1. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the BANK;
- 22.2. To only make copies as specifically authorized by the prior written consent of the Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- 22.3. 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
- 22.4. To treat all Information as Confidential Information.
- 22.5. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with Bank within thirty days of issuing the order/letter of intent.

23. Non-Transferable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

24. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder 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 of the Contract, such as:

- 24.1. Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics,
- 24.2. Acts of any Government, including but not limited to war, declared or

undeclared, priorities, quarantines, embargoes,
24.3. Terrorist attacks, public unrest in work area;

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Bidder or the Bank shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

25. Exit Clause

The Bank reserves the right to cancel the contract in the event of happening one or more of the following conditions:

- 25.1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee equivalent to 3% of the project cost within 30 days from receipt of purchase contract.
- 25.2. Delay in service beyond the specified period.
- 25.3. Serious discrepancy in functionality to be provided or the performance levels which have an impact on the functioning of the solution

In addition to the cancellation of contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder. Bank reserves right to exit at any time after giving notice period of one month during the contract period.

26. Termination of Contract

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

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

27. Arbitration

All disputes and differences of any kind whatsoever arising out of or in connection with the purchase order shall be referred to arbitration. The arbitrator may be appointed by both the parties or in case of disagreement each party may appoint an arbitrator and such arbitrators shall appoint an Umpire before entering on the

reference. The decision of the Umpire shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. The decision of the Arbitrator shall be final. All arbitration proceedings shall be at Mumbai, Maharashtra State, India only.

27.1 The Bidder shall continue work under the Contact during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the Arbitrator or the umpire the case may be, is obtained.

28. Jurisdiction

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts at Mumbai, Maharashtra State, India only.

29. Submission of Bids

The bidders have to submit bid (all documents) through online as per requirement of RFP on e-Procurement site <https://ubi.abcprocure.com>. In addition to online bid submission, Cost of RFP (Original DD) must be submitted physically in a sealed cover at the following address on or before scheduled date and time.

The Dy. General Manager (Taxation)
Union Bank of India,
Taxation Cell,
Finance and Accounts Department,
Union Bank Bhavan,
239 Vidhan Bhavan Marg, Nariman Point,
Mumbai - 400 021.

Bank may, at its discretion, extend this deadline for submission of bids by releasing corrigendum to this tender document.

30. Pre-Bid Meet

A Pre-Bid Meet will be scheduled on 31/08/2021 at 12:00 PM at address given below:

Deputy General Manager (Taxation),
Union Bank of India,
6th Floor, Taxation Cell, Finance & Accounts Department,
239, Vidhan Bhavan Marg, Nariman Point, Mumbai-400021

A person seeking to attend Pre-Bid meet is required to send his details and query as per Annexure-I to mail IDs given above.

31. Miscellaneous Terms and Conditions:

- a) Until a formal contract is prepared and executed, this offer together with Bank's written acceptance and notification of award shall constitute a binding contract with the consultant.
- b) The Bank also reserves the right to alter/modify any/some/all of the requirements, as it may deem necessary, and notify the same on its websites before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- c) The consultant may request a clarification on any clause of the RFP documents within the timelines mentioned as per Sr. No.(ii) of Table given in Para 1 of the RFP documents. Any request for clarification must be sent by e-mail to the email id: mallareddy@unionbankofindia.com, taxcell@unionbankofindia.com. UBI will respond by e-mail. Should UBI deem it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated above.
- d) Bids not conforming to the requirements of the RFP may not be considered by UBI. However, UBI reserves the right, at any time before last date of submission of Technical & Commercial proposal, to waive any of the requirements of the RFP, if in the sole discretion of UBI, the best interests of UBI would be served by such waiver.
- e) UBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by UBI, in its sole discretion, may include but are not limited to, the following:
 - (i) Services contemplated are no longer required;
 - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and / or factors and / or new developments.
 - (iii) Proposed fees are unacceptable to the Work;
 - (iv) The Project is not in the best interests of UBI;
- f) The Applicants shall be responsible for all of costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Bank, etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- g) UBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time

Appointment of Consultant for Service Tax and Goods Service Tax (GST) and TDS under Income Tax Act

during the process of RFP or even after award of contract.

- h) All pages of RFP should be stamped and signed by Authorised Signatory of the Bidder and to be submitted with the bids.
- i) Bank may choose to take an undertaking from employees of the consultant to maintain confidentiality of the Bank's information / documents etc. Bank may seek details / confirmation on background verification of consultant's employees, worked / working on Bank's project as may have been undertaken/ executed by the consultant. Consultant should be agreeable for any such undertaking / verification.
- j) The applicant consultant will have to treat arrangement under this RFP separate and exclusive of any other arrangement it may have at present or in future. There should be a separate team for this arrangement and overlapping of resources will not be permitted.

Term of Reference (TOR)
Scope of Work / Term of Reference

a. Basic Responsibilities:

- i. Assist in calculation, review and validation of monthly liabilities viz GST, GST-TDS, State levied special Cess and Input Tax Credit claim of the Bank, including any new Cess or liability imposed by change in law;
- ii. Assist in preparation, review and validation of existing monthly returns and annual returns;
- iii. Assist in preparation, review and validation of any new return which may be prescribed in future;
- iv. Assist in preparation of monthly accounting entries including suggestion for changes in system for automatization of entry process.
- v. Assist in Input Tax Credit matching activity of the Bank not restricted to any specific period.
- vi. Assist in reconciliation of Bank's GST ledgers with balances in Cash and Credit ledger of GST portal and advising on automatization of reconciliation process;
- vii. Assist in matching of income and tax liability as per GSTR-1 and GSTR-3B and Input Tax credit as per GSTR-3B and GSTR-2A.
- viii. Assist in matching income as per Bank's book and income reported to platform developed for centralised collation of data.
- ix. Advising on determination of Point of Taxation, Place of Provision of Service or any other Rules with respect to Service Tax and GST;
- x. Advising on availability or other wise of input credit on various input services / Inputs / Capital goods;
- xi. Advising the Bank to ensure compliance in various matters including but not limited to Reverse Charge, Input Service Distribution, self-invoicing, intra-bank transactions, matching of input tax credits, etc.;
- xii. Advising the bank to ensure compliance in various matters pertaining to TDS under Income Tax Act
- xiii. Updating the Bank on latest amendments in TDS provisions under Income Tax Act from time to time
- xiv. Advising the bank on implementation of TDS provisions to ensure strict compliance
- xv. Advising the Bank in carrying out necessary changes to CBS
- xvi. Advising the Bank on legal matters relating to TDS applicability on case to case basis on specific reference from Bank.
- xvii. To work in tandem with Information Technology (IT) developers of Bank, inter-alia, to
 - a. Examine the GST functionalities available in existing / future software platforms / applications of the Bank and to provide guidance/assistance to Information Technology team of the Bank for necessary developments/changes in these platforms for proper compliance of GST provisions.
 - b. Review the platform developed for centralised collation of data from all the

- existing / future applications/software, engaged in preparation of GST returns which are filed from central location for all the registrations;
- c. Put in place necessary checks to ensure integrity and completeness of data being received at the centralised platform;
- d. To continuously review, advise amendments/developments in the software platforms/applications, tax determination platform or any other software being used by the Bank for ensuring compliance with GST and Input Tax Credit provisions.
- e. To advise amendments / developments in the software platforms/ applications, tax determination platform or any other software being used by the Bank for ensuring compliance with changes in GST and Input Tax Credit provisions.
- xviii. Advising/assisting in transfer of ITC and surrender of GSTINs in respect of merged entities
- xix. Depute the team for onsite deployment as agreed in point 5 of Annexure C to Taxation Cell on permanent basis (for the contract period). These officials will have to follow the working hours / working days of the Bank and will have to make their own travelling arrangements.
- xx. Review and suggest overall improvement in regulatory compliance including Information Technology system changes;

b. Advisory services: Under Service Tax and GST Laws

- i. Advising budget implications on various products of the Bank including changes in Information Technology (IT) software, liability calculation and Input tax credit claims.
- ii. Study all system of calculation of various liabilities and Input Tax Credit claim of the Bank and suggest on automatization of all the manual processes involved
- iii. Half yearly review of all income and expenditure streams of the Bank for advising on applicability of GST liability (e.g. eligibility for export benefit, etc.) and availability of Input Tax Credit benefit to the Bank;
- iv. Advise on Input Tax Credit matching activity so as to maximize Input Tax Credit benefits of the Bank.
- v. Provide opinion / comments / clarifications to Bank on valuation and taxability of various income streams, new products (interest, service charges, fees and commission, etc.) of the Bank;
- vi. Provide opinions / comments / clarifications sought on various Service Tax and GST issues raised by various departments of Corporate Centre / Branches / Offices and other units of the Bank;
- vii. Advise various departments of Corporate Centre / Branches / Offices and other units of the Bank in complying with Service Tax and GST related regulations;
- viii. Provide opinion on valuation and taxability of import and export of services;
- ix. Provide opinion to the Bank on valuation and availment of Input credit (under Service Tax and GST) on various input services / Inputs / Capital goods availed by the Bank;
- x. Review of various circulars to be issued to the Circles / branches in respect of GST related matters.

- xi. Advise on Vendor management process to ensure that the Bank gets due Input Tax Credit benefits;
- xii. Provide any other advice to the Bank on any other Service Tax and GST related issues to optimize the Input Tax Credit benefit and ensuring tax compliance;
- xiii. Advise on budget suggestions required by Ministry of Finance and any other regulatory authorities, e.g. RBI, etc.
- xiv. Provide write ups on matters to be posted to Ministries, various other authorities through IBA, including matters to be posted to IBA only.
- xv. Provide opinion to Bank on valuations and taxability of various income streams (interest, Service, Charges, Fees & Commissions etc.) import & export of services dealing with related parties like Subsidiaries, associates etc.

c. Audits / Appeals / Assessment Proceedings

- i. Draft and file appeals in all tax related cases before all the Appellate authorities on behalf of the Bank;
- ii. Represent the Bank before the Service Tax / GST authorities in connection with the assessment proceedings, resolution of issues raised by them and related matters;
- iii. Provide opinion / draft replies on the issues raised in various audits conducted by various Regulatory Authorities viz. Central Excise Revenue Audit (CERA), Service Tax / GST Department, CAG, DGCEI, Anti-evasion, High Court and Supreme Court and visit the officials of the audit authorities if required;
- iv. Draft replies / communications to various letters, enquiries and demand cum show-cause notices received by the Bank in relation to taxation matters;
- v. Briefing the Counsel for appearing before CESTAT / other Appellate Tribunal as well as High Court and Supreme Court;
- vi. Drafting case for opinion for obtaining advices from senior legal counsels who are not in Bank's panel;
- vii. Advising in cases where refund becomes due, drafting and filing of refund applications, maintaining case files of refund cases and taking necessary steps to complete the refund process;
- viii. Review of orders passed by the various Revenue authorities, preparation of suitable responses and detailed computation of interest levied and granted by the Assessing Officer/s;
- ix. Review of Tax orders passed by the High Court or Supreme Court for various assessment years

(The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for due compliance with applicable Service Tax and GST Rules and TDS under Income Tax rules/provisions). Further, as proposed under GST Regime, compliance is required to be done at State / UT Level. Therefore, the selected consultant is expected to carry out all above functions for each registration that the Bank has obtained or will obtain (i.e. for new State / UT / Vertical) in future.

Annexure B

Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected

Mandatory Eligibility Criteria

Sr. No.	Criteria	Documents Required
i	The firm should have been constituted in India for the last 10 years as on 31.03.2021	Constitution Certificate of the firm
ii	a) Firm should have minimum 15 number of Qualifying Partner/Employees- CA/Cost Accountant on its payroll (as on 31.03.2021). b) All Qualifying partner and Qualifying Employee must be associated with the firm for a period not less than one year as on 31.03.2021. c) Qualification of DISA/CISA of at least two partner/employee as on 31.03.2021	Self-declaration in format D-1 or ICAI registration certificate/ICWA registration certificate, in case applicant firm is registered with ICAI/ICWA.
iii	Firm should have a full-fledged office in Mumbai as on date of applying RFP.	Self-declaration in format D-2
iv	Firm should be regular consultant of at least one Public Sector Bank/Private Sector Bank for advisory / compliance services with respect to Service Tax / GST at organization level as on 31.03.2021 with domestic business mix (deposit + advances) of Rs 3,00,000 crore and above as on 31/03/2021 (At least one year of continuous engagement from 01.04.2017 to 31.03.2021)	a) Client Certificate / Appointment letter issued by the organization clearly indicating the period covered. b) Extract of Balance Sheet of client
v	The Firm should have average turnover of at least Rupees Rs 2.50 crore during last three financial years and should not have negative net worth in any of the last three years.	Copy of audited financial accounts for F.Y. 2017-18, 2018-19 and 2019-20. A certificate from an independent chartered accountant certifying the turnover and net worth of the relevant years.

Annexure B-1

Eligibility Criteria - Startups

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected

Mandatory Eligibility Criteria

Sr. No.	Criteria	Documents Required
i	The firm should have been constituted in India and Certified by Inter-Ministerial Board of Certification.	<ul style="list-style-type: none"> Constitution Certificate of the firm Certificate from Inter-Ministerial Board of Certification
ii	a) Firm should have minimum 15 number of Qualifying Partner/Employees- CA/Cost Accountant on its payroll (as on 31.03.2021). b) All Qualifying partner and Qualifying Employee must be associated with the firm for a period not less than one year as on 31.03.2021. c) Qualification of DISA/CISA of at least two partner/employee as on 31.03.2021	Self-declaration in format D-1 or ICAI/ICWA registration certificate, in case applicant firm is registered with ICAI/ICWA.
iii	Firm should have a full-fledged office in Mumbai as on date of applying RFP.	Self-declaration in format D-2
iv	Firm should be regular consultant of at least one Public Sector Bank/Private Sector Bank for advisory / compliance services with respect to Service Tax / GST at organization level as on 31.03.2021 with domestic business mix (deposit + advances) of Rs 3,00,000 crore and above as on 31/03/2021 (At least one year of continuous engagement from 01.04.2017 to 31.03.2021)	a) Client Certificate / Appointment letter issued by the organization clearly indicating the period covered. b) Extract of Balance Sheet of client
v	The Firm should have average turnover of at least Rupees Rs 2.50 crore during last three financial years and should not have negative net worth in any of the last three years.	Not Applicable

NOTE: Eligibility Criteria shall include the bidder along with its affiliates / Group companies / member firms working under the common brand name and engaged in similar activity of accounting advisory / financial services, registered in India.

Annexure C

Parameters for evaluation of Technical Proposal

Marks for technical parameters

The parameters used in ranking the consultants are as follows: -

Sr. No.	Parameters	Maximum Marks	Criteria
1	Firm Establishment No. of years of practicing in India as on 31.03.2021	15	Five Marks for minimum 10 years and one mark for each completed additional year.
2	Manpower and qualifications - No. of Partners and qualified CA/Cost Accountant Employees	15	Eight marks for 15 Partners/Employees (CA/Cost Accountant as on 31.03.2021), additional one mark each for additional partner/employee. NOTE: No marks will be awarded to the partner or CA/Cost Accountant employees having less than one year of association with the firm as on 31.03.2021 either as a partner or as an employee as the case may be.
3	Qualification of DISA/CISA of partner/employee as on 31.03.2021	5	Qualification of DISA/CISA of two partner/employee-three marks, additional one mark each for additional partner/employee
4	Experience as Service-Tax / GST consultant (Whole organization level) (At least one year of continuous engagement from 01.04.2017 to 31.03.2021 is required for eligibility)	25	1- Five marks per year of Service Tax Consultant of Public Sector Bank/Private Sector Bank with business mix (Deposit + advance) of Rs 3,00,000 crore or more as on 31/03/2021 subject to maximum fifteen marks. 2- Five marks per year of GST consultant of Public Sector Bank/Private Sector Bank with business mix (Deposit + advance) of Rs 3,00,000 crore or more as on 31/03/2021 subject to maximum ten marks.
5	Union Bank Project - Team to be deployed	10	Four marks for each experienced Partner/Employee (CA/Cost Accountant) who has earlier handled consultation of GST in Public Sector Bank/Private Sector Bank (Proof to be submitted) Note- Team mentioned here will have to be deployed in Union Bank after successful bid. Two marks for each inexperienced Partner/Employee (CA/Cost Accountant) who has not handled consultation of GST in Public Sector Bank/Private Sector Bank Note- Team mentioned here will have to be deployed in Union Bank Head Office after successful bid.
6	GST Audit	5	Two marks per year of GST Audit of Public Sector Bank/Private Sector Bank with business mix (Deposit + advance) of Rs 3,00,000 crore or more as on 31/03/2021 subject to maximum five marks.
Part (b) - Marks for Presentation			
	Presentation	25	Shall be evaluated by the committee identified for the purpose.
	Grand Total of Part (I+II)	100	

Firms fulfilling all the eligibility criteria mentioned in Annexure B would only be considered for scoring given above.

Annexure C - 1

**Parameters for evaluation of Technical Proposal for Startups
Part (a) - Marks for technical parameters**

The parameters used in ranking the consultants are as follows: -

Sr. No.	Parameters	Maximum Marks	Criteria
1	Firm Establishment No. of years of practicing in India as on 31.03.2021	---	Not Applicable
2	Manpower and qualifications - No. of Partners and qualified CA/Cost Accountant Employees	15	Eight marks for 15 Partners/Employees (CA/Cost Accountant as on 31.03.2021), additional one mark each for additional partner/employee. NOTE: No marks will be awarded to the partner or CA/Cost Accountant employees having less than one year of association with the firm as on 31.03.2021 either as a partner or as an employee as the case may be.
3	Qualification of DISA/CISA of partner as on 31.03.2021	5	Qualification of DISA/CISA of two partner/employee- three marks, additional one mark each for additional partner/employee
4	Experience as Service-Tax / GST consultant (Whole organization level) (At least one year of continuous engagement from 01.04.2017 to 31.03.2021 is required for eligibility)	25	1. Five marks per year of Service Tax Consultant of Public Sector Bank/Private Sector Bank with business mix (Deposit + advance) of Rs 3,00,000 crore or more as on 31/03/2021 subject to maximum fifteen marks. 2. Five marks per year of GST consultant of Public Sector Bank/Private Sector Bank with business mix (Deposit + advance) of Rs 3,00,000 crore or more as on 31/03/2021 subject to maximum ten marks.
5	Union Bank Project - Team to be deployed	10	Four marks for each experienced Partner/Employee (CA/Cost Accountant) who has earlier handled consultation of GST in Public Sector Bank/Private Sector Bank (Proof to be submitted) Note- Team mentioned here will have to be deployed in Union Bank after successful bid. (Annexure D-1(A)) Two marks for each inexperienced Partner/Employee (CA/Cost Accountant) who has not handled consultation of GST in Public Sector Bank/Private Sector Bank. Team mentioned here will have to be deployed in Union Bank Head Office after successful bid.
6	GST Audit	5	Two marks per year of GST Audit of Public Sector Bank/Private Sector Bank with business mix (Deposit + advance) of Rs 3,00,000 crore or more as on 31/03/2021 subject to maximum five marks.
Part (b) - Marks for Presentation			
	Presentation	40	Shall be evaluated by the committee identified for the purpose.
	Grand Total of Part (I+II)	100	

Firms fulfilling all the eligibility criteria mentioned in Annexure B - 1 would only be considered for scoring given above.

Annexure D

Bidder's Profile Format

PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF THE TAX CONSULTANT

Sl. No.	Description	
1	Name of the firm	
2	Firm No. allotted by ICAI/ICWA*	
3	Address	
4	Email	
5	Contact number/s (Tel / Mobile)	
6	Office address of Mumbai	
7	Presence in how many towns in India (Provide Address)	
8	Year of establishment	
	No. of completed years for practicing in India as on 31.03.2021	
9	Name/s of partners *(membership certificates issued by ICAI/ICWA should be enclosed)	
10	Name of Partners Stationed at Mumbai	
11	Person(s) proposed to be assigned for the services and his / their profiles	
12	Name, address and account number of the firm's banker(s)	
13	PAN of the firm *	
14	GST registration number of the firm *	
15	Number of Employees	
17	Number of C.A. Employees in the firm (out of above)	
18	Number of Partners who have done DISA	
19	Net worth as on 31.03.2020	
	Turnover during last three financial years	
	2017-18	
19	2018-19	
	2019-20	
20	Details of major assignments.	
21	Any other information considered relevant.	

(Please attach separate sheets if space is not sufficient in any row, duly mentioning the row number and description. Enclose copies of Audited Balance Sheet along with enclosures)

Place:

Date:

Signature:

Name & Designation:

Business Address:

* Self attested copies in support of the information should be submitted

DETAILS OF PARTNERS AND CA/ COST ACCOUNTANT EMPLOYEES ON FIRM'S PAYROLL

Sr. No.	Name	Capacity (Partner / Employee)	Qualification (CA/Cost Accountant/ DISA/ CISA)	CA/Cost Accountant Membership Number (if applicable)	Experience	Years with the Firm	Remarks

Date:

Authorised Signatory

Place:

(Name :)

Note: Self-attested copies of certificates of CA/Cost Accountant membership / DISA/CISA should be submitted.

Annexure: D-1(A)

DETAILS OF PARTNERS, CA/COST ACCOUNTANT EMPLOYEES DEPLOYED WHO HAS HANDLED CONSULTATION OF GST IN PUBLIC SECTOR BANK/PRIVATE SECTOR BANK WITH BUSINESS MIX OF RS 3,00,000 CRORE AS ON 31/03/2021

Sr. No.	Name	Capacity (Partner / Employee)	Qualification (CA/Cost Accountant/ DISA/ CISA)	Experience	Years with the Firm	HANDLED GST IN BANK (NAME OF BANK)

Date:

Authorised Signatory

Place:

(Name :)

Note: Supporting documents should be submitted.

Declaration for Mumbai Office

Dated:

The Deputy General Manager (Taxation)
Union Bank of India
6th Floor, Taxation Cell,
Finance & Accounts Department,
Central Office,
239, Vidhan Bhavan Marg,
Nariman Point, Mumbai-400 021

Dear Sir,

Re: Declaration for Mumbai Office for appointment of Service Tax and GST Consultant:

In terms of RFP NO F&A: TAX: RKS: 3253/2021 dated 17/08/2021, we declare that:

We are having office in Mumbai at address

.

We also understand the fact that above declaration does not bind the Bank to award the contract or bank will pay the any charges for establishing office at Mumbai.

Thanking you,

Yours faithfully,

For.....
.....
.....

Authorised Signatory with Seal

Appointment of Consultant for Service Tax and Goods Service Tax (GST) and TDS under Income Tax Act

PARTICULARS OF EXPERIENCE AS SERVICE TAX / GST CONSULTANTS of PUBLIC SECTOR BANK AT WHOLE ORGANIZATION LEVEL AS ON 31/03/2021

Sr. No.	Name of the Organisation	Period of Contract (From DD/MM/YY to DD/MM/YY)	Scope of Work	Person-in-Charge from Client side with Contact Number and Email Id.

Date:

Authorised Signatory

Place:

(Name :)

Note: Copy of the bank's appointment letter in support of the information above should be submitted.

COMMERCIAL PROPOSAL FOR APPOINTMENT OF SERVICE TAX AND GST CONSULTANT

Dated:

The Deputy General Manager (Taxation)
 Union Bank of India
 6th Floor, Taxation Cell,
 Finance & Accounts Department,
 Central Office,
 239, Vidhan Bhavan Marg,
 Nariman Point, Mumbai-400 021

Dear Sir,

Re: Commercial Proposal for appointment of Consultant for Service Tax, Goods & Service Tax and TDS under Income Tax Act

Our quotation of monthly consultancy fee is as under:

Sl. No.	Details	Amount
1.	Professional Fees	Rs... per month. (Rupees... only) per month
2	Out of pocket expenses (outside Mumbai Jurisdiction) for lodging, boarding, travel, local expenses)	At actual
3	Applicable taxes (on Sr No.1 and Sr. No.2 above) from time to time.	At actual

Thanking you,

Yours faithfully,

For.....

.....

.....

Authorised Signatory with Seal

Parameter for selection of consultant

Sr. No.	Parameters	Maximum Marks (Weightage)
1	Technical Parameter	70
	Presentation	
2	Commercial Bid	30

For example:

Three consultants namely A, B and C participated in the bid process and their technical score are as under:

A=49, B=63 C= 56

After converting them into percentile, we get A= $(49/63)*100 = 77.77$

B= $(63/63)*100= 100$ C= $(56/63)*100=88.89$

The quoted prices for consultants are as under:

A= Rs 8000, B=Rs 9000, C=Rs10000

The final cost (lower cost quoted in price bid, in this case it Rs 8000) quoted by the bidders converted into percentile score shall be as under:

A = $(8000/8000)*100 = 100$ B= $(8000/9000)*100 = 89$ C= $(8000/10000)*100 = 80$

As the weightage for technical parameter and cost are 80% and 20% respectively, the final scores shall be calculated as under:

A= $(77.77*0.7) + (100*0.3) = 84.44$ B= $(100*0.7) + (88.89*0.3) = 96.67$

C= $(88.89*0.7) + (80*0.3) = 86.22$

Hence, the offer of 'B' (being highest score) would be considered

Annexure: G

Penalty Clause: Bank will reserve the right to deduct from the monthly fees to be paid to the consultant, in the event of the following:

Reason	1 st instance	2 nd instance	3 rd instance
Delay in providing the opinions > (T+2)	Caution Note	5%	10%
Delay in validating tax liability computations (T+1)	Caution Note	5%	10%
Failing to visit our office as and when required by the Bank.	Caution Note	5%	10%
Absence of authorised representative in Bank's premises for more than three days in a month	1%	1%	5% for each additional instance
Delay in providing reply / appeal to legal notices / Orders / enquiries etc: For Service Tax / GST > (T+7)	Caution Note	5%	10%
Failure to provide guidance on IT and accounting system changes as per Statutory / Bank's requirements > (T+2)	Caution Note	5%	10%
Delay in providing implications of tax law changes having effect on our Bank > (T+2)	Caution Note	5%	10%

*'T' means date of communication to consultant.

Letter of Acceptance

(Letter to the bank on the bidder's company letterhead)

To,
The General Manager
Union Bank of India,
Finance and Accounts Department,
Union Bank Bhavan,
239 Vidhan Bhavan Marg, Nariman Point,
Mumbai - 400 021.

Dear Sir,

Subject: Our bid for RFP for Appointment of Consultant for Service Tax, Goods Service Tax (GST) and TDS under Income Tax Act

With reference to the above subject, having examined and understood the instructions, terms and conditions forming part of it, we hereby enclose our offer for the desired solution as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as mentioned is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We understand that the Bank is not bound to accept the RFP either in part or in full and that the Bank has right to reject the RFP in full or in part without assigning any reasons whatsoever.

1. We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference).
2. We hereby declare that our firm does not have any pecuniary liability or any claim / disciplinary / legal proceeding pending against us / our partners or any other cause which could hamper our ability to render the services as envisaged.
3. We also declare that our firm has not been banned/declared ineligible for corrupt and fraudulent practices by the Govt. of India/State Governments/RBI/ICAI/ICWA and does not have any disciplinary proceedings pending against it or any of the partners with ICAI/ICWA/RBI. If the aforesaid representation/declaration or information in the annexures is found to be incorrect, we agree that the Bank shall be entitled to terminate the agreement, if allotted, or initiate suitable action as deemed fit and appropriate by the Bank, without reference to us. We or our affiliates have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration

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awarded against us or our Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by u s or our affiliates.

4. We also confirm that we have submitted only one application. No additional applications have been submitted in name of self or sister concerns or Associates.
5. We also confirm that in case a firm is selected as successful bidder, we shall execute the contract in accordance with the terms and conditions in the RFP as per the format of agreement made available by the Bank.

We understand that

You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.

1. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
2. If our bid is accepted, we are to be responsible for the due performance of the contract.
3. You may accept or entrust the entire work to one Bidder or divide the work to more than one Bidder without assigning any reason or giving any explanation whatsoever.
4. Bidder means the bidder who is decided and declared so after examination of commercial bids.
5. We enclose Demand Draft for Rs. 50,000/- (Rupees Fifty thousand Only) favoring Union Bank of India and payable at Mumbai, towards RFP Cost, details of the same is as under:

No. :

Date :

Name of Issuing Bank :

Dated at _____ this _____ day of _____ 2021

Or

Exemption details for Cost of RFP

We hereby declare that all the information & Statements made in this RFP are true and accept that any misinterpretation contained in it may lead to our disqualification. We agree to all terms & conditions of the RFP.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

Authorized Signatories
(Name & Designation, seal of the firm)

Annexure I

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/suggestion/deviation 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 no	Page no.	Clause	Query	Bank Response

Place:

Date:

Name & Designation:

Business Address:

Email Address:

Mobile Number:

Format of Performance Bank Guarantee

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act (not less than Rs.500/-).
3. The stamp paper should be purchased either in the Name of the Bank executing the Guarantee or in the name of Union Bank of India.
4. This Bank Guarantee should be furnished within 30 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. This Bank Guarantee should be directly sent to the Purchaser by the Issuing Bank under Registered Post with Acknowledge Due.

To
Union Bank of India,
Union Bank of India, Finance and Accounts Department,
Union Bank Bhavan, 239 Vidhan Bhavan Marg,
Nariman Point, Mumbai - 400 021.

Dear Sir,

In consideration of Union Bank of India, Finance and Accounts Department, Union Bank Bhavan, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021, placing an order for Implementation of & on _____ having registered office at _____ (hereinafter called the vendor) as per the purchase contract entered into by the vendor vide purchase contract no _____ dated _____ (hereinafter called the said contract), we _____ (Name of the Guarantor Bank), a 'schedule bank', issuing this guarantee through its branch at _____ presently located at _____ (hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the consultant/vendor for consultancy services.

If the said consultant/vendor fails to perform as per terms and conditions mentioned in contract, we _____ (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

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We _____ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid will you unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until _____, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before _____, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the vendor and at our discretion, provided such request is served on the bank on or before _____.

Failure on part of the consultant/vendor in this respect shall be treated as a breach committed by the vendor and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the vendor or any other forbearance act or omission on your part or any indulgence by you to the vendor or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the vendor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the vendor, the beneficiary of this guarantees i.e. Yourself, and ourselves i.e. _____ (Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

I) Our liability under this bank guarantee shall not exceed Rs._____/ - (Rupees

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_____ Only) (3% of Annual Contract Value)

- II) This bank guarantee shall be valid up to _____.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before _____ 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature

Name

(In Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1..... (Signature with Name, Designation & Address)

2..... (Signature with Name, Designation & Address)