

REQUEST FOR PROPOSAL (RFP)

FOR ENGAGEMENT OF GST CONSULTANT

RFP REFERENCE NO: UIIC/CFAC/GST/02/2019

DATED 10.09.2019



UNITED INDIA INSURANCE COMPANY LIMITED

CFAC DEPARTMENT

NALANDA, CORPORATE LEARNING CENTRE

No.19, IV Lane, Nungambakkam High Road

CHENNAI- 600034

PHONE: 044-28575481

E-MAIL id : cfac_gst@uiic.co.in

WEBSITE- www.uiic.co.in

COST OF RFP: Rs.1180/- (including GST) per Application

Table of Contents		Page No
1.	Bid Details	4
2.	Disclaimer	6
3.	Introduction	7
4.	Definitions	7
5.	Bid Invitation	8
6.	Scope of Work	11
7.	Two Stage Bidding Process	11
8.	Non- Transferable Bid	12
9.	Format and Signing of Bid	12
10.	Technical Bid	12
11.	Commercial Bid	13
12.	Evaluation Criteria	13
13.	Hand holding of the Project	14
14.	Clarification of the Bids	14
15.	Notification of Award	14
16.	Signing of Contract / Agreement	15
17.	Performance Guarantee by Successful Bidder	15
18.	Time period for completion of Assignment	15
19.	Payment Terms	15
20.	Rights of United India Insurance Company Limited	16
21.	Other Instructions	16
22.	Compliance Confirmation	17
23.	Undertaking by Consultant	17
24.	Indemnity	17
25.	Confidentiality	17
26.	Order Cancellation	17
27.	Publicity	18
28.	Force Majeure	18
29.	Resolution of Disputes	18
30.	Integrity Pact	18

31.	Governing Language	19
32.	Governing Law / Jurisdiction	19

Table of Annexures		Page No
Annexure	Particulars	
A	Covering letter of Technical offer	20
B	Proposal Form	21
C	Commercial Offer	22
D	Commercial Bid	23
E	Undertaking from the bidder on their company's letter head	24
F	Profile of Partners / Members	25
G	Authorization Letter Format	26
H	Integrity Pact	27
I	Technical Bid	33
J	Eligibility Criteria	36
K	Evaluation Criteria	38
L	Frequently Asked Questions (FAQs)	39

ENGAGEMENT OF CONSULTANT FOR COMPLIANCE WITH GOODS AND SERVICES TAX

BID DETAILS

RFP REFERENCE	UIIC/CFAC/GST/02/2019 DATED 10-09-2019
NAME OF DEPARTMENT	CFAC
DATE OF ISSUE/ POSTING OF TENDER DOCUMENT ON WEB SITE	11-09-2019
LAST DATE AND TIME FOR SUBMISSION OF QUERIES BY EMAIL	18-09-2019 5.45 PM
PURPOSE	Request for proposal for engagement of Consultant for Compliance with Goods and Service Tax Act (GST).
LAST DATE AND TIME FOR SUBMISSION OF BIDDING DOCUMENTS INCLUDING TECHNICAL AND FINANCIAL BID	25-09-2019 5.00 PM
ADDRESS FOR SUBMISSION OF TECHNICAL BID	CHIEF MANAGER CFAC Department United India Insurance Co Ltd No.19, IV Lane, Nungambakkam High Road, Chennai- 600034 PHONE: 044-28575481 Mobile: 7338843293 / 9605760654
DATE AND TIME FOR OPENING OF TECHNICAL BID	26-09-2019 3.00 PM
PLACE OF OPENING OF TECHNICAL BID	United India Insurance Co Ltd No.19, IV Lane, Nungambakkam High Road, Chennai- 600034
	Representatives of Bidders may be present during opening of Technical Bid. However, Technical Bids would be opened even in the absence of any or all of the bidder's representatives. No separate Communication will be sent in this regard.
TENDER APPLICATION FEE- COST OF RFP	Rs.1180/- (including GST) per application. The bidders who have already submitted the bids in response to the earlier RFP (Reference No UIIC/CFAC/GST/01/2019) dated 05.08.2019 need not pay the application fees.

EARNEST MONEY DEPOSIT	Rs.50,000/- (Rupees fifty Thousand only) in the form of Demand Draft in favour of "UNITED INDIA INSURANCE COMPANY LIMITED" Payable at Chennai OR by way of NEFT to Bank of America A/c of United India Insurance Company Limited. DD for EMD/Details of transfer by NEFT should be enclosed in a separate cover. In Case of NEFT, amount should be received by the Company before the time and date specified above for submission of Technical bid.
NEFT DETAILS for payment of EARNEST MONEY DEPOSIT AND RFP Fees	Account Number: 18488023 IFSC Code : BOFAOCN6215
ANNOUNCEMENT OF QUALIFIED TECHNICAL BIDDER AND OPENING OF COMMERCIAL BID	04-10-2019 3.00 PM
Email- ID	cfac_gst@uiic.co.in
Website and link	http://www.uiic.co.in http://www.uiic.co.in/tender

Note: 1.The bid is not transferable.

2. The above dates are tentative and subject to change without prior notice or Intimation. Bidders should check website www.uiic.co.in for any changes/addendum to above dates and or any other change to this RFP.

3. If a holiday is declared on the date/s mentioned above, the Bids shall be received /opened on the next working day at the same time and venue specified unless communicated otherwise.

4. The Venue for opening of Bids is subject to change at the discretion of United India Insurance Company Limited and any change of venue will be intimated to the bidders by way of corrigendum.

5. Only bidders who qualify in the technical bid will be called for pre-commercial bid presentation.

DISCLAIMER

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

This RFP Document is not an agreement and is not an offer or invitation by UIIC to any party/parties other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own independent investigation and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary obtain independent information.

UIIC and its employees make no representations or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. The information contained in this RFP document is selective and UIIC may in its absolute discretion, but without being under any obligation to do so, update, modify, mend or supplement the information in this RFP Document.

The UIIC also accepts no liability of any nature whether from negligence or otherwise, however arising from reliance of any bidder upon the statements contained in this RFP.

The issue of the RFP does not imply that the UIIC is bound to select a bidder or to appoint the selected bidder, as the case may be, for the project and the Company reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without being liable to any loss that bidder might suffer due to such reason.

The decision of UIIC shall be final, conclusive and binding on all parties/bidders directly or indirectly connected with bidding process.

The bidder shall bear all the costs associated with or relating to the preparation and submission of the bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the company or any other costs incurred in connection with or relating to the bid. All such costs and expenses will remain with the bidder and the company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

INTRODUCTION

United India Insurance Company Limited is one of the leading public sector general insurance company in India with a network of around 2000 offices consisting of 30 regional offices, 7 Large Corporate Business(LCBs), 433 Divisional offices, Spread all over India. The company has one fully owned subsidiary and two Associate Companies. The company offers wide range of products relating to General Insurance both to corporates and retail customers.

PURPOSE

The Company's GST administration is centralized. The Company is discharging its GST liability in respect of all states centrally in its Head office at Chennai. The Company invites request for proposal (RFP) from consultants of repute and proven track record for appointment as Consultant for Compliance with Goods and Service Tax (GST).

DEFINITIONS

1. Company/UIIC shall mean "United India Insurance Company Limited" constituted under the General Insurance Business (Nationalization) Act, 1972.
2. Units of the company shall include all head office departments, regional offices, divisional offices, branch offices, micro offices, subsidiaries, associates and joint venture. The name of the subsidiaries, associates as on 31.03.2019 are given below:

A. Subsidiary -

- 1) Zenith Securities and Investment Ltd

B. Associates

- 1) Health Insurance TPA of India Ltd
 - 2) India International Insurance Pte Ltd., Singapore
3. "Bidder/Applicant/Consultant" means the entity or Firm who is submitting its proposal for providing services to company in response to this RFP document.
 4. "Partner" means a professional sharing profit/(loss) in a Chartered Accountant firm/LLP as defined under Partnership Act, 1932 and/or Limited Liability Partnership Act, 2008.
 5. "Personnel/ Professional" means full time staff with minimum qualification of Chartered Accountant as per The Chartered Accountants Act, 1949 and on the payroll of the bidder.
 6. "Proposal/Bid" means the technical proposal and the commercial/financial proposal.
 7. "RFP" means this "Request For Proposal" prepared by UIIC for the selection of consultant for compliance with GST Law.
 8. Assignment/Job means the work to be performed by the consultant pursuant to the contract.
 9. "Terms of Reference/Deliverables" means the scope of work, activities and task to be performed by the consultant pursuant to the contract.
 10. "Contract" means the contract signed by the successful bidder and UIIC and all the attached documents and the appendices.

BID INVITATION

1) THE PROPOSAL

- 1.1. UIIC intends to engage suitable consultant of repute and proven track record to assist the company in compliance with the GST Act. This includes analyzing and apprising the company of the amendments in GST Act and the steps to be taken by the Company to ensure compliance.
- 1.2. UIIC invites sealed bids (Technical bid and Commercial bid) in two separate sealed envelopes (one for Technical bid and other for Commercial bid) from eligible Limited Liability Partnership (LLP) and partnership firms for Consultancy on compliance of GST in line with CGST, SGST, IGST Act and rules made thereunder
- 1.3. Bidders can depute their representatives to attend the bid opening. The representative has to submit an authorisation letter in the prescribed format as per Annexure G duly signed by the bidder, authorizing him to represent and attend bid opening process on behalf of the bidder. The name of the bidders qualified under technical evaluation will be announced only after the evaluation process by the Committee.

2) BIDDERS ELIGIBILITY CRITERIA

The applicants must fulfill the eligibility criteria detailed in Annexure J. Proposals of only those applicants who satisfy these conditions will be considered for evaluation process. Applications which do not satisfy the eligibility criteria will be rejected without assigning any reason whatsoever.

The detailed information relating to particulars of the bidder is to be given as per Annexure F.

3) SELECTION CRITERIA

There will be a two stage bidding process i.e. Technical Bid & Commercial Bid which shall be submitted by the bidder. The Committee for short listing the bidder constituted by the Company shall scrutinize, evaluate the bids on the basis of the evaluation process as mentioned in Point no. 6 of General Conditions and shortlist the firms and recommend to the Chairman cum Managing Director for approval of appointment, terms and conditions, fees payable. The decision of Chairman cum Managing Director shall be final, conclusive and binding.

4) EARNEST MONEY (EMD)

The bidders shall have to deposit refundable earnest money of Rs. 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft favoring "United India Insurance Company Limited" payable at Chennai / NEFT to Bank of America A/c of United India Insurance Company Limited and shall form part of the Technical Bid. No interest shall be payable on the Earnest Money Deposit.

EMD should be kept in the envelope containing Technical proposal. The bid, without earnest money deposit would be considered as non-responsive, incomplete and shall be rejected.

Any decision in this regard taken by the company shall be final, conclusive and binding on the bidder.

The earnest money will be refunded to the unsuccessful bidders as early as possible after satisfactory award of the contract to the successful bidder.

The EMD of the selected consultant shall be refunded only after successful completion of one year of contract or expiry of contract whichever is earlier. Selected consultant will have to give an undertaking to maintain confidentiality of the information/documents obtained by them during the course of the assignment as per Annexure E.

If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future for three years for all RFP's floated by the company.

5) BID VALIDITY PERIOD

The proposal will be valid for 180 days after the closing date for submission of bid i.e. 25-09-2019. A bid valid for shorter period shall be rejected by UIIC as non-responsive. Any decision in this regard by UIIC shall be final, conclusive and binding on the bidder.

6) CLARIFICATION

Bidders may request for clarification within the timelines mentioned in Bid details of the RFP document through email to cfac_gst@uiic.co.in.

7) AMENDMENT

At any time before the submission of proposal, UIIC may at its discretion, amend the RFP including extension of the deadline for the submission of proposals. Any such amendment will be notified on the website <http://www.uiic.co.in> and will be binding on all the bidders. It may be noted that any such amendment will not be communicated to the bidder individually. Hence interested applicants are advised to frequently visit the website for updating themselves about changes, if any, made in the RFP before the bid submission date.

8) Request For Proposal (RPF)

The RFP document can be downloaded from the company website www.uiic.co.in. The bidder will have to pay along with Technical offer, a non-refundable fee of Rs.1180/- (Rupees One thousand one hundred eight hundred only) (inclusive of GST) in the form of a Demand Draft issued by scheduled commercial bank favoring United India Insurance Company Limited payable at Chennai / NEFT to Bank of America A/c of United India Insurance Company Limited.

Bids not accompanied by the Demand Draft of requisite amount shall be out-rightly rejected.

The bidders who have already submitted the bids in response to the earlier RFP (Reference No UIIC/CFAC/GST/01/2019) dated 05.08.2019 need not pay the application fees.

9) Submission of Bids

A sealed cover containing the Technical and Commercial Bid/ Proposal subscribed with "RFP- For Engagement of GST Consultant" marked on the top and addressed to the Chief Manager – Accounts has to be dropped on or before 25.09.2019 5:45 PM at the following address:

**UNITED INDIA INSURANCE COMPANY LIMITED
CFAC DEPARTMENT
No.19, IV Lane, Nungambakkam High Road
CHENNAI- 600034**

The sealed Cover should contain two separate sealed envelopes. One with superscription "RFP – For Engagement of GST Consultant.- Technical Bid - Tender Reference No - UIIC/CFAC/GST/02/2019"

&

another one with superscription "RFP - For Engagement of GST Consultant - Commercial Bid- Tender Reference No- UIIC/CFAC/GST/02/2019"

These two separate sealed envelopes should be put together in a master envelope duly sealed with superscription "RFP – For Engagement of GST Consultant.

Under any circumstances, the company shall not consider any request for extension of date for bid submission. The bids received after 5:45 PM on 25th September, 2019 will not be accepted under any circumstance. Please note that if sealed cover is found to contain both Technical and Commercial Bid/ Proposal together in single sealed envelope then, that offer will be rejected outright.

- 10) No Bidder/Applicant/Consultant shall submit more than one application for the consultancy.
- 11) The proposal as well as all related correspondence exchanged by the bidder and the company shall be in English Language.

SCOPE OF WORK

The objective of this assignment is to work with UIIC in an advisory capacity to assist in preparation and submission of all returns to be filed under GST as well as intimating about the changes in GST Act and to provide requisite support to UIIC so as to make the Company fully compliant with GST.

Terms of Reference/ Deliverables are as under:

Advisory and Compliance Services on Goods and Services Tax (GST)

- Assistance and advise to UIIC for preparation, submission, uploading and filing of all returns before due date (including GST-TDS returns) required to be filed by the Company relating to all registrations to ensure compliance with GST Act.
- Assistance in calculation and preparation of MIS/workings relating to monthly remittance of GST and GST TDS.
- To Assist in meeting all requirements relating to e - way bills and e- invoicing.
- To review and suggest overall improvement in regulatory compliance, if considered necessary
- To assist UIIC in reconciliation of revenue/expense as per books and returns including reconciliation of GSTR 2A or any Cenvat credit report in the portal by whatever name called with the Input Credit ledger of UIIC.
- Provide verbal and written opinions/clarifications and certification on all GST matters on specific request by any office/department of UIIC.
- Guidance/assistance on various circulars and other notifications in respect of GST and related matters issued by the Government from time to time
- Assistance in respect of changes required in system for compliance of GST provisions
- Assistance in development of suitable MIS for full compliance with GST laws/rules/notifications and other instructions/circulars issued by the Government from time to time
- Provide assistance in resolution of Statutory / GST Audit queries.
- Assistance in resolving queries from customers/clients relating to non-reflection of their Input credit filed by UIIC
- Assistance in framing and drafting of replies and preparation of supporting documents in response to notices issued by State / Central Authorities relating to GST.

GENERAL CONDITIONS

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

1. Two Stage Bidding Process:

The bidder will submit its response to the present RFP separately in two parts - "The Technical Bid" and "The Commercial Bid".

Technical Bid will contain the details as required in the eligibility criteria, along with the documentary evidence, and other documents related to the bid, whereas the Commercial Bid will contain the pricing information. In the first stage, only the Technical Bids will be opened in the presence of the bidders. The Bids will be evaluated as per the criteria determined by the company and only

technically qualified bids will be considered for further evaluation. The company may at its discretion invite the bidders for presentation before the selection committee of the company. Those bidders satisfying the technical requirements as determined by the company shall be short-listed for opening their Commercial Bid.

The evaluation procedures to be adopted in the Technical bidding will be at the sole discretion of UIIC and UIIC is not liable to disclose either the criteria or the evaluation report or reasoning to the bidder. The eligible bidder, who would qualify the technical bid as per the eligibility criteria given in point no 6 of general condition would be informed by UIIC through e-mail.

The company reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.

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

2. Non transferable bid

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. Outsourcing of any work allotted on selection of bidder will not be allowed.

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

3. Format and signing of Bid

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

4. Technical Bid

The Technical Bid as per Annexure I should contain the following information:

- a) Covering letter as per Annexure A.
- b) Proposal form as per Annexure B of this document.
- c) Bidder firm's profile along with documentary evidence of Indirect Tax services offered and all relevant enclosures as detailed in Annexure F.
- d) Description of the methodology and work plan for performing the assignment.
- e) List of the key professionals and the support staff for the assignment.
- f) Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help UIIC to assess the capabilities of the consultant.

- g) Demand Draft/ Pay order of Rs.1180/- (Rupees one thousand one hundred and eighty only) (inclusive of GST) favoring "United India Insurance Company Limited" / NEFT to Bank of America A/c of United India Insurance Company Limited as fees for participating in RFP.
- h) Demand Draft of Rs. 50,000/- (Rupees Fifty Thousand only) favoring "United India Insurance Company Limited " / NEFT to Bank of America A/c of United India Insurance Company Limited, towards Earnest Money Deposit (EMD).
- i) Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the bid on behalf of the firm.

Note: Technical Bid shall not include any financial information. A technical bid containing information on the commercial bid shall be declared invalid and shall be rejected.

5. Commercial Bid

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

6. Evaluation Criteria

I. Technical bids will be subjected to an evaluation process as detailed in Annexure K.

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

II. Criterion for evaluation of Commercial bids:

On opening of the financial bid, the successful Technical bids will be graded as L1, L2, and L3. where L1 bidder is the one who has quoted the lowest cost proposal.

III. Final selection

Bidders who achieve overall score of 60% & above in Technical evaluation will qualify for the next stage of evaluation i.e. Financial bid evaluation.

For final award of the assignment, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores respectively, according to the formula for those found qualified in the technical bidding.

Example, combined score of bidder A = 70 (Technical score of bidder A/Highest Technical score of all qualified Bidders) + 30 (Lowest financial bid of all qualified bids/commercial bid of bidder A).

Shortlisted consultants will be ranked on the basis of the above combined score. The consultant securing highest combined score shall be recommended for award of the contract.

For example,

Three consultants namely A, B, C participated in the Bid process and their Technical scores are as under A = 49, B = 63 and 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:

$$A = \text{Rs.}8000, B = \text{Rs.}9000 \text{ and } C = \text{Rs.}10000$$

The final cost = (lowest cost quoted in price bid, in this case is Rs. 8000) quoted by the Bidder 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 70% and 30% respectively, the final scores shall be calculated as under.

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

$$B = (100*0.7) + (89*0.3) = 96.7$$

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

The offer of B having the highest score shall be selected.

In case the number of bidders qualifying in the technical evaluation stage is less than 2, then it is at UIIC's discretion, to choose the top 2 scorers or discontinue the evaluation process or re-tender.

7) Hand holding of the project

1 dedicated partner supported by 1 qualified professional should be servicing the project and capable of addressing all our normal queries within 12 hours and in case of emergencies / crises immediately but not later than 3 hours.

8) Clarification of Bids

During evaluation of bids, if found necessary, the company may seek clarification on the bid from the bidder. The request for clarification and the response shall be in writing/ e - mail.

9) Notification of Award

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

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

**The Chief Manager
CFAC Department
UNITED INDIA INSURANCE COMPANY LIMITED
No.19, IV Lane, Nungambakkam High Road
CHENNAI- 600034**

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

10) Signing of Contract/Agreement

The successful bidder/consultant will be required to enter into an Agreement/ Contract as per company prescribed format within 7 days from the date of acceptance by the successful bidder of the offer of the UIIC.

The failure, delay or evasion on the part of the successful bidder to execute the Agreement/Contract within the period mentioned will result in expiry of the validity of the bid. In such a case the Earnest Money deposited by the successful bidder/Consultant shall be forfeited by the company without further notice to the successful bidder/ consultant. The failure, delay or evasion on the part of the successful bidder/ consultant to commence project within 15 days from the date of execution of the Agreement/Contract will result in termination of the Agreement/ contract. In case of termination of the Agreement/Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 days from the date of execution of the agreement, in addition to the termination of the contract, UIIC shall have the absolute right to adjust the said amount against EMD towards loss and damage suffered by the company.

11) Performance Guarantee by Successful Bidder

On receipt of the order, the successful bidder has to submit a Performance Bank Guarantee in the format prescribed by the company for an amount equivalent to 25% of the order, within one week's time, from the date of acceptance which may be extended with mutual consultation. However, if at any stage it is found that there has been considerable delay in disposing the matters and maintaining the specific timelines, the company shall deduct the 2% of the fee payable as penalty.

12) Period of Assignment

The assignment shall be valid for a period of one year from the date of agreement with a option at the discretion of UIIC for a further extension of three months on same terms and conditions

Any extension of the completion date due to unforeseen delays shall be by mutual consent.

If the consultant fails to complete the assignment as per the time frame prescribed in the RFP, and the extensions if any allowed, it will be breach of contract. UIIC reserves its right to cancel the order in the event of delay and invoke the performance of Bank Guarantee.

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

13) Payment Terms

The terms of the payment will be as under:

Monthly payment, after completion of month.

All payments are inclusive of applicable taxes and subject to deduction of TDS as applicable from time to time.

14) UIIC reserves the right to the following:

- a) Reject any or all proposals received in response to the RFP without giving any reason whatsoever.
- b) Reject the proposals received in response to the RFP containing any deviation from the payment terms stipulated in Point No 13 above.
- c) Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d) Extend the time for submission of proposal.
- e) Modify the RFP document, by an amendment that would be notified on the company website.
- f) To independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended GST services for similar assignment.
- g) Modify the time period stipulated in Point No. 12 above for completion of assignment during the execution of assignment if it deems fit.

15) Other Instructions

- a) The key persons identified for the project should carry out their activities from UIIC premises. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the qualification criteria and preferably should have been involved in a similar assignment.
- b) The consultant selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- c) The Consultant selected for the assignment should treat as confidential all data and information about the company obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data/ information to any other party without the prior written approval of the company.
- d) 1 dedicated partner supported by 1 qualified professional should be servicing the project and capable of addressing all our normal queries within 12 hours and in case of emergencies / crises immediately but not later than 3 hours.
- e) The proposal should be submitted strictly in the formats provided in this RFP document.
- f) The proposal should be free of overwriting/ corrections/alterations.
- g) The proposals and related Annexure should be signed by the authorized representative/s of the Consultant. The executant's authority to represent and bind the consultation firm must be confirmed by a written authority letter issued by the competent authority of the consultant firm accompanying the proposal.
- h) All bids and supporting documentation shall be submitted in English only.
- i) UIIC will not return the bids/responses to the RFP received. The information provided by the bidder/s to UIIC will be held in confidence and will be used for the sole purpose of evaluation of bids.
- j) It is hereby clarified that the bid response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective bid/ response to the RFP void and the same shall be liable to be rejected by UIIC without further going into the merits of the RFP. It is also clarified that in case of any difference/change between bid/ response to the RFP document submitted by the participant and the RFP document maintained by UIIC, the RFP document maintained at UIIC would be considered as authentic and binding on the participant.
- k) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders/their representatives, who choose to attend.

16) Compliance Confirmation

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

17) Undertaking by Consultant

The consultant shall furnish the following undertaking as a part of the proposal.

"We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilt or indictment/adverse order by a regulatory authority for an offence against us or any of our sister concern or our CEO, directors/managers/partners and if it arises we will intimate UIIC of the same".

18) Indemnity

The bidder agrees to indemnify and keep indemnified, defend and hold harmless UIIC and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, without litigation, reasonable attorney's fees), arising before or after completion of assignment, which result from, arise in connection with or are related in any way to claims by third parties/ regulators, arising out of or in connection with the bidder's breach of any of the terms and conditions, representations, warranties specified in the agreement/contract; infringement of Intellectual Property Rights (IPR) of UIIC, acts or omissions of, negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

- a) For the purpose of the contract/agreement, the bidder shall include the bidder, its personnel, employees, consultants and/or other authorized persons.
- b) In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.
- c) The responsibility to indemnify set forth in this clause shall survive the termination of this agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- d) The selected bidder has to execute a deed of indemnity as per the prescribed conditions given above.

18) Confidentiality

This document contains confidential and proprietary information of UIIC and is not to be disclosed/ reproduced/ transmitted or made available by the recipient to any other person.

The consultant selected for the assignment should treat as confidential all data and information about UIIC obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data /information to any other party without the prior written approval of UIIC. Further, the bidder will be exposed by virtue of the assignment, to the internal business and accounts related information of UIIC. Accordingly, the selected bidder will have to sign a legal non-disclosure agreement in the format prescribed in Annexure E.

19) Order Cancellation

A suitable clause for termination by giving notice will be incorporated in the final agreement.

UIIC reserves its right to cancel the order in the event of one or more of the following situations:

- a) On refusal to take up the allotted assignment.
- b) Unnecessary or unwarranted delay in execution of the work allotted.
- c) Delay in providing the requisite manpower at UIIC site.
- d) Delay in submission of reports beyond the stipulated periods.
- e) Breach of trust is noticed during any stage of the consultancy assignment.
- f) If the firm stands dissolved /reconstituted or the name/ style of the firm is changed.
- g) If the firm has been banned/declared ineligible for corrupt and fraudulent practices by Central/State Government/Statutory/Professional bodies
- h) Any other reason at the discretion of UIIC

In addition to the cancellation of order, UIIC reserves the right to appropriate the damages from the Earnest Money Deposit (EMD) given by the bidder and/or foreclose the Bank guarantee given by the bidder. In such event the order shall be passed to technically qualified L-2 bidder, provided L-2 is prepared to match prices and other terms & conditions.

20) Publicity

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

21) Force Majeure

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

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

22) Resolution of Disputes

UIIC and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, UIIC and the bidder are unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to two arbitrators: one arbitrator to be nominated by UIIC and the other to be nominated by the bidder. In the case of the said arbitrators not agreeing, then the matter will be referred to an umpire to be appointed by the arbitrators in writing before proceeding with the reference. The award of the arbitrators, and in the event of their not agreeing, the award of the Umpire appointed by them shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 as amended by Act of 2015 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Chennai.

23) Integrity Pact

The bidders are required to execute "Integrity Pact" as specified in Annexure H, on requisite non judicial stamp paper, at the time of submission of the bid.

24) Governing Language

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

25) Governing Law/Jurisdiction

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

Deputy General Manager- Finance
Head office- UIIC

(Letter to the Company on the Consultant's letterhead)

Annexure: A

(Covering letter of Technical offer)

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head Office
No.19, IV Lane, Nungambakkam High Road
Chennai- 600034

Dear Sir,

Sub: RFP for Engagement of GST Consultant

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for implementation of GST as detailed in your above referred RFP. We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer in a sealed envelope. The offer shall be binding on us up to 180 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

Name

Designation,

Seal of the firm/company

Encl: Technical Offer in sealed envelope.

Annexure B

PROPOSAL FORM

(To be included in Technical Proposal Envelope)

Dear Sir,

Date:

Request For Proposal

"RFP-For Engagement of GST Consultant " Reference Number RFP UIIC/CFAC/GST/02/2019

Having examined the RFP Document, we, the undersigned, offer our services to provide consultancy services for compliance with GST by the company in conformity with the requirements mentioned in said RFP documents.

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

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

We hereby acknowledge and unconditionally accept that UIIC may on its absolute discretion apply whatever criteria deemed appropriate in short listing and selection of the consultants.

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

We certify that there has been no conviction by a Court of Law or contemplated by court for misconduct, guilty or indictment/adverse order by a regulatory authority for an offence against us or any of our sisters concern or our CEO, Directors/ Managers/ Employees and if it arises we will intimate UIIC of the same.

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

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

Dated this day of 2019

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure C

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

Commercial Offer

(To be submitted in sealed envelope)

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head office
No.19, IV Lane, Nungambakkam High Road
Chennai- 600034

Dear Sir/Madam,

We the undersigned offer to provide our services for implementation of GST consultancy in accordance with your RFP dated _____.

We undertake to deliver all deliverables as laid out in the RFP and agree to abide by the terms and conditions of RFP.

Our Commercial offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period one eighty (180) days of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

Encl: Commercial offer in sealed envelope.

Annexure E

Undertaking from the bidder on their company's letter head

We (and our employees) shall not, unless UIIC gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/or contract, to any person other than a person employed by the bidder in the performance of the proposal and/or contract. In case of consortium proposals, all members of the consortium shall ensure the above. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

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

In case of breach, the company shall take such legal action as deemed fit.

Signature and seal of authorized person

Date:

Place:

Annexure F

Profile of Partners/Members

- S.No Particulars
1. Name of the person
 2. Office address
 3. E-mail ID
 4. Phone number office/Mobile
 5. Date since working in the Firm
 6. Professional Qualifications
 7. Present Designation
 8. Experience

Sl.No	Nature of Implementation of Service Tax / VAT / GST assignment	Brief details of the implementation of Service Tax / VAT / GST assignment and the organization where assignment was undertaken	Period (From ---- To)
1			
2			
3			
4			
5			

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

Dated this day of 2019

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure: G

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

AUTHORIZATION LETTER FORMAT

Date:

To,
Chief Manager
CFAC Department
United India Insurance Company Limited
Head Office
No.19, IV Lane, Nungambakkam High Road
Chennai- 600034

Subject: Authorization Letter for attending the Bid Opening

Dear Sir/Madam,

This has reference to your RFP for engagement of GST Consultant , Mr./Miss/Ms.
_____ is hereby authorized to attend the bid opening of the above RFP.

Dated _____ on _____ on behalf of our organization.

Specimen Signature of Representative

The specimen signature is attested below:

Signature of Authorizing Authority Signature of Attesting Authority

Name of Authorizing Authority Name of Attesting Authority

Annexure: H

PRE CONTRACT INTEGRITY PACT

(Should be on Rs.100/-stamp paper)

Ref:

Date:

1 General

This pre-bid-pre-contract Agreement (hereinafter called the Integrity Pact) is made at _____place _____on ___ day of the month of ____, 2019 between United India Insurance Company Limited, having its Head Office at No 19, IV Lane, Nungambakkam High Road, Chennai – 600 034 (hereinafter called the “PRINCIPAL /UIIC”, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and

M/s._____ represented by Shri./Smt._____, Chief Executive Officer (hereinafter called the “BIDDER/CONTRACTOR” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PRINCIPAL proposes to issue RFP for Engagement of GST Consultant and the BIDDER/CONTRACTOR is willing to offer/has offered the services and

WHEREAS the BIDDER is a LLP/partnership firm, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a company registered under the Companies Act.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

- Enabling the PRINCIPAL to obtain the desired said /services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

2 Commitments of the PRINCIPAL

2.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

2.2 The PRINCIPAL will during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

2.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and during such a period the BIDDER shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3 Commitments of BIDDERS

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

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any officials of the PRINCIPAL, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe , gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis favour to any person in relation to the contract or any other contract with the Government.

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

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

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with contract and the details of services agree upon for such payments.

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

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

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on the others, any information provided by the PRINCIPAL as part of the business relationship, regarding

plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

3.11 if the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative to any of the officers of the PRINCIPAL or alternatively, if any relative of the officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2 (77) of the Companies Act, 2013.

3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL.

4 Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Earnest Money (Security Deposit)

5.1 While submitting the bid, the BIDDER shall deposit an amount Rs.50,000/- (Rupees Fifty Thousand only) as Earnest Money/Security Deposit, with the PRINCIPAL through any of the following instrument.

(i) in the form of electronic credit only to UIIC Bank Account.

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the PRINCIPAL immediately on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.

(iii) In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provision of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(iv) No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

(v) A confirmed guarantee by a Schedule Commercial Bank, promising payment of the guaranteed sum to the PRINCIPAL immediately on demand without any demur whatsoever and

without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required :-

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

ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER

iv. To recover all sums already paid by the PRINCIPAL, and in case of Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a bidder from a country other than India with interest thereon at 2% higher than LIBOR. If any outstanding payment is due to the bidder from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To en cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL along with interest.

vi. To cancel all or any other Contracts with the BIDDER, the BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/rescission and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER

vii. To debar the BIDDER from participating in future three RFPs floated by the company.

viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

ix. Forfeiture of Performance Bond in case of decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1760 or Prevention of Corruption Act, 1977 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

7.1 The PRINCIPAL has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

a) Shri.Ramasamy Venkataraman

b) Shri .Ramaprasad Margam.

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

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

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

7.5 As soon as the Monitor notices or has reason to believe, a violation of the Pact, he will so inform the Authority designated by the PRINCIPAL

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

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

7.8 The Monitor will submit a written report to the designed Authority of the PRINCIPAL within 7 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

8 Facilitation of Investigation

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

9 Law and Place of Jurisdiction

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

10 Other Legal Actions

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

11 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/CONTRACTOR, whichever is later in case BIDDER is unsuccessful, this integrity Pact shall expire after six months from the date of the signing of the contract.

11.2 Should one or several provisions of the Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this integrity Pact, at _____ on _____

PRINCIPAL

BIDDER/CONTRACTOR

Name of the Officer

Designation

CHIEF EXECUTIVE OFFICER

UIIC

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure I

TECHNICAL BID

Request for Proposal

"RFP – Engagement of GST Consultant"

Reference Number – UIIC/CFAC/GST/02/2019

Particulars	Details to be furnished for the particulars	Details of Enclosures to be submitted
Name of the Firm/Company		
Address of Registered Office		
Country of Incorporation		
Date of incorporation of the firm and Registration Number		
Telephone/Mobile		
E mail address		
Names of Partners		
Number of CA/ICWA Employees		
Number of Employees who have completed DISA/CISA		
Name and contact Details and E-mail Id of the Nodal Person.		
Name and Designation of the person authorised to make commitments to the company Name Designation Contact No		

Mobile No		
Email ID		
Presence and locations of offices in India		
Experience of the firm in India (or the resource firm to which it is attached) in the field under reference, implementation as a consultant. The relevant document / certificate should be enclosed.		
Details of GST / SERVICE TAX services provided by the firm to corporates in India		
Details of GST / SERVICE TAX services provided by the firm to banks in India		Details of credentials, with letter from respective organisations supporting the same. Give scope of work for each assignment.
Details of GST / SERVICE TAX / VAT services provided by the firm to Insurance companies in India		-Details of credentials, with letter from respective organisations supporting the same. Give scope of work for each assignment.
Number of persons who are proposed to be associated for executing the assignment.		
Past Credentials of the consultant		
The Details of central statutory audit undertaken in General Insurance companies/banks		
Details of the similar works completed/under execution with the name and location of the client and number of their branches.		
Nature of project, services		

Delivered/rendered, scope of the services provided, value/cost of the project and duration of the project. Details of the client and evidence letter from the client		
Name, address and account Number of Bidder's banker		
Details of EMD paid through Demand Draft dated Bank Drawn on Branch Amount -- Rs. Or NEFT details UTR No – Date -		
PAN NO GST REGN NO		
References of at least 3 major clients	Name Address Designation Contact Phone No Email ID	

Dated This -----day of -----2019

(Signature)

(In the capacity of)

Duly Authorised to sign proposal for and behalf of ----

Annexure J-
Eligibility Criteria

Bidders meeting the following criteria only are eligible to submit their bids along with the supporting documents. The supporting documents are to be serially numbered and arranged sequentially in the order given in the table below.

If the bid is not accompanied by the required documents supporting the eligibility criteria, the same will be rejected.

Part-I Mandatory Eligibility Criteria

Sl.No	Eligibility Criteria	Document to be enclosed
1.	The bidder must be a registered CA partnership firm or a Limited Liability Partnership (LLP)	Constitution certificate issued by ICAI / Registration certificate of relevant authority.
2.	The bidder should be in practice and should have experience of at least 15 years as on 31.03.2019 as an entity	Constitution certificate issued by ICAI / Registration certificate of relevant authority.
3.	The Bidder should have experience of at least 2 years in dealing with GST matters relating to service sector.	Furnish client reference/appointment letter evidencing the experience
4.	The Bidder should have at least 10 partners / directors and 4 qualified professional staff as on date of submission of bid out of which at least 2 partners / directors should be resident partners / directors in Chennai.	The list of professionals and their bio data along with the copy of certificate of practice/Membership Certificate of ICAI Details of persons who will form the team for the proposed assignment is to be submitted in the prescribed format given in Annexure F.
5.	The Bidder should have at least 10 clients in India for whom they are rendering consultancy service for Indirect Tax , out of the above	Declaration by the bidder containing the following information i. Client Name ii. Years of Consultancy services iii. Period of engagement iv. Nature of client (Bank/FII/Insurance Companies/other corporates)

	a. at least one client should have turnover exceeding Rs. 500 crores	Furnish client reference/appointment letter
	b. at least one client should be a PSU Note: The client referred under Point a and Point b should not be the same	Furnish client reference/appointment letter
6.	The firm should have an average annual turnover of at least Rs. 2 crores during the Preceding 3 financial years	The financial results of the bidder certified by a Chartered Accountant
7.	Bidder should not have been the statutory auditor of our company and any of its Regional/ Divisional offices/LCBs during the last 5 years.	Declaration by the bidder
8.	The firm should not have been banned/declared ineligible for corrupt and fraudulent practices by Central/State Government/Professional bodies	Undertaking by the applicant firm
9.	The firm should not have any disciplinary proceedings pending against the applicant firm or any of its partners / directors	Undertaking by the applicant firm
10.	Firm should have full-fledged office in Chennai	Self-Declaration/ Constitution certificate
11.	The firm or any of its partners should not have resigned as auditors before completion of tenure of audit	Self-Declaration certificate

Note : If any of the above information/statements are found to be untrue, the company reserves the right to reject the bid without assigning any reason whatsoever.

ANNEXURE K

Evaluation Criteria

Sl. No	Criteria Description	Rules for Awarding Points	Max Points
1	Number of years the applicant firm has been in practice as on 31.03.2019	5 points for 15 years of experience and 1 point for each additional completed year of experience.	15
2	Minimum Number of partners in the firm	8 points for 10 partners And 1 point for each additional partner	10
3	Number of Banks / Financial organizations/General Insurance companies/Corporates to whom consultancy services on GST Compliance is being provided.	3 points for each entity for which Consultancy service on GST compliance is being provided	15
4	No. of years of experience in Indirect Tax Consultancy at Corporate level.	3 points for each completed year of experience	15
5	Experience in Indirect tax consultancy at corporate level with a. clients having the annual turnover exceeding Rs. 500 crores b. client being a PSU Note: The client referred under Point a and Point b should not be the same	For fulfilling the base criteria: 5 marks for each client having the annual turnover exceeding Rs. 500 crores 5 mark for PSU client	10
6	Adequacy of Manpower to take care of UIIC Requirements	1 Mark for every Qualified staff subject to max of 5	5
7	Presentation to be made by the applicant	To be evaluated by the tender committee	30
	Total		100

ANNEXURE L

Frequently Asked Questions (FAQs)

Q1. Whether UIIC has engaged a ASP-GSP for GST Compliance?

Answer :

UIIC has not engaged ASP-GSP. Presently, 'WebGST' an application from Webtel is being used to upload GST returns. The said software will be made available to the GST Consultant.

Q2. Whether extraction of required data, Payment of GST, signing of returns and Accounting in relation to the same would be undertaken by UIIC?

Answer :

Extraction of required Data from GC Core (UIIC software) (in Excel form), Signing of returns, Payment of GST and accounting will be undertaken by UIIC. However, assistance in finalisation of data for remittance of GST and filing of returns and accounting would form part of the scope of work of the consultant.

Q3. Scope of work includes advising on e-way bills and e-invoicing in accordance with the requirements prescribed in GST Legislation. Whether generation of e-way bill and e-invoicing would be undertaken by UIIC?

Answer :

Generation of E-way bills and E-invoicing will be done by the system/software in UIIC. However, the scope of work of the consultant shall include advising on the implementation of e-way bills and e-invoicing in UIIC system/software.

Q4. Scope of work includes reviewing and suggesting overall improvement in regulatory compliance. Whether Process documentation, wherever applicable would be undertaken by UIIC separately?

Answer :

Process documentation for implementation in the UIIC system/software will be handled by UIIC. Overall improvement in regulatory compliance involves not only filing of returns but other areas like advices on measures to be adopted by UIIC in ensuring correctness of data as per regulatory requirements, improving the timelines.

Q5. Whether UIIC has engaged a ASP-GSP for the purpose of matching of inward supplies with Form GSTR-2A?

Answer :

UIIC has not engaged ASP-GSP. Presently, 'WebGST' an application from Webtel is being used to upload GST returns. The present process of reconciliation of inward supplies with form GSTR-2A is undertaken by manually comparing the Input register with GSTR 2A downloaded from portal. The same process is proposed to be continued and process of reconciliation of inward supplies with form GSTR-2A would form part of the scope of work of the consultant.

Q6. Whether Vendor correspondence in relation to reconciliation of inward supplies and rectification of purchase register/ inward supply details for the purpose of matching, if required, would be performed by UIIC?

Answer :

Vendor correspondence and follow-up will be undertaken by UIIC

Q7. Whether preparation of reconciliation Statement under Form GSTR-9C or for the purpose of claiming refunds and appointment of Chartered Accountant for certification of Form GSTR-9C would be undertaken separately by UIIC?

Answer :

Preparation of reconciliation Statement under Form GSTR-9C would be undertaken separately by UIIC . However, assistance from consultant would be required for the purpose of preparation of reconciliation Statement under Form GSTR-9C and for claiming refunds. Appointment of Chartered Accountant for certification of Form GSTR-9C would be undertaken separately by UIIC. Filing of Form GSTR 9C will not form part of the scope of work of the consultant.

Q8. Whether the term 'certification' refers to and is limited to providing opinion and advise on the letter head of the Firm, wherever required?

Answer :

Yes, the term 'certification' refers to and is limited to providing opinion and advise on the letter head of the Firm, wherever required.

Q9. Scope of work includes Guidance/assistance on various circulars and other notifications in respect of GST and related matters issued by the Government from time to time. Whether the term 'related matters' refers to providing guidance from a GST perspective?

Answer :

Yes, the term 'related matters' mentioned in the scope of work refers to providing guidance from a GST perspective.

Q10. Whether present scope of work in terms of suggesting system changes from a GST perspective is limited to review of existing outward supply reports, inward supply reports and sample documents such as invoices, credit notes, debit notes, suggesting additional fields that may be required to be incorporated in such reports or documents for the purpose of GST compliance?

Answer :

Yes, the present scope of work in terms of suggesting system changes from a GST perspective is limited to review of existing outward supply reports, inward supply reports and sample documents such as invoices, credit notes, debit notes, suggesting additional fields that may be required to be incorporated in such reports or documents for the purpose of GST compliance. However, The said clause would also include assistance in framing the logic with respect to GST compliance to be incorporated in the system for implementation of any changes in GST Law.

Q11. Whether the scope of work is limited to providing responses to UIIC on queries raised by Statutory auditor/ GST auditor from a GST perspective. Whether any reconciliations or tax schedules that may be required by Statutory Auditor/ GST Auditor would be provided by UIIC?

Answer :

The scope of work includes providing responses to UIIC on queries raised by Statutory auditor/ GST auditor from a GST perspective. Any reconciliations or tax schedules that may be required by Statutory

Auditor/ GST Auditor will be provided by UIIC. However, the scope of work would include preparation of any workings (based on the details filed on GST Portal) for the purpose of responding to audit queries.

Q12. Whether the GST consultant would be required to share responses with UIIC on queries raised by customers/clients relating to non-reflection of invoices uploaded on the GST portal?

Answer :

Yes, the GST consultant would be required to share responses with UIIC on queries raised by customers/clients relating to non-reflection of invoices uploaded on the GST portal. However, the said responses would be shared with concerned customers/clients by UIIC and all interactions with such customers would be undertaken by UIIC.

Q13. Whether the GST consultant would be required to share draft responses in relation to notices issued by Central/ State Tax authorities (upto first level of adjudication) ie adjudicating authority? Whether response in relation to existing notices already received by UIIC would be separately covered?

Answer :

Yes, the GST consultant would be required to share draft responses in relation to both existing notices as well as future notices to be issued by Central/ State Tax authorities (upto first level of adjudication) ie adjudicating authority.

Q 14. What is the frequency at which reconciliation of Input register and GSTR 2A is required to be provided?

Answer :

Reconciliation of Input register and GSTR 2A is required to be provided on a monthly basis.

Q15. What is the highest number of transactions in a state?

Answer:

The number of transactions differs in each state, every month. For eg in Tamil Nadu, the number of transactions in March 2019 is around 400000.

Q16. What are the main areas to be covered in the presentation (PPT) to be made?

Answer:

Presentation to be made inter-alia will cover the following

1. Brief Profile of the firm
2. Organizational hierarchy – Details of Partners & Qualified staff
3. Number of people proposed to be stationed at UIIC
4. Frequency of visit of Partners / Qualified Assistants
5. Response time for Query / Furnishing of Opinion
 - (a) Ordinary
 - (b) Urgent
6. Number of people available on call (other than those stationed at UIIC)
7. Escalation matrix

Note : These are not exhaustive. It is only an indicative list.