

Request for Proposal for Centralized E- TDS System



**Uttar Bihar Gramin Bank,
Head Office,
Kalambag Chowk,
Muzaffarpur-842001**

S.No	Particulars	
1.	Tender Reference :	HO/GAD/11/18-19/1366
2.	Date of commencement of issue of RFP	19-03-2019
3.	Date for Pre-Bid Meeting	27-03-2019
4.	For receipt of queries on RFP	30-03-2019
5.	Last date for Bid Submission of RFP	04-04-2019
6.	Opening of Technical Bids of RFP	08-04-2019
7.	Document (non-refundable)	Rs 1000/-
8.	EMD (Bid Security, Refundable)	Rs 300000/-

UTTAR BIHAR GRAMIN BANK
Head Office, Kalambagh Chowk, Muzaffarpur
(Bihar)

REQUEST FOR PROPOSAL

For Engagement of consultant for providing end to end solution towards TDS compliance and switching to centralized e- TDS system for all branches and offices of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar)

Ref. No. HO/GAD/11/18-19/1366

Date of Issue: 19-03-2019

Issued by

Uttar Bihar Gramin Bank

Kalambagh Chowk, Muzaffarpur,

Bihar Pincode-842001

REQUEST FOR PROPOSAL

For Engagement of consultant for providing end to end solution towards TDS compliance and switching to centralized e- TDS system for all branches and offices of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar)

Ref: **HO/GAD/11/18-19/1366**

BIDDING DOCUMENTS

Bidding Documents include:

- PART 1 - Invitation to Bid (ITB)
- PART 2 - Disclaimer
- PART 3 - Instruction for Bidders (IFB)
- PART 4 - Terms and Conditions of Contract (TCC)
- PART 5 - Bid Forms, Price Schedules and other forms (BF)

PART-1: INVITATION TO BID

Uttar Bihar Gramin Bank, a Regional Rural Bank (hereinafter referred to as Bank) having its Head Office at Sharma Complex, Kalambagh Chowk, Muzaffarpur (Bihar). The Bank has 1032 branches and 14 Regional Offices spread in 18 districts of Bihar. Presently our bank does not have the facility of HRMS.

In order to meet the requirements of various branches / offices in UBGB, the Bank proposes to invite tenders from established company /firm as described under eligibility criteria (hereinafter referred to as "Bidder") to undertake services for providing end to end solution towards TDS compliance and switching to centralized e-TDS system for all branches and offices of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar) as per details listed out in this document.

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website <http://www.ubgb.in> and the bid should be submitted to the office of:

General Manager (GAD),
Uttar Bihar Gramin Bank,
Sharma Complex,
Kalambagh Chowk,
Muzaffarpur
Pincode:842001

Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.

All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.

Bank reserves the right to change the dates mentioned in this RFP document, which will be published on the website of the Bank.

The information provided by the bidders in response to this RFP document will become the property of Uttar Bihar Gramin Bank (UBGB) and will not be returned. UBGB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders or published on the Bank's website and such amendments will be binding on them.

SCHEDULE OF EVENTS

S.No	Particulars	
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6.	Opening of Technical Bids of RFP	08-04-2019
7.	Document (non-refundable)	Rs 1000/-
8.	EMD (Bid Security, Refundable)	Rs 300000/-
9.	Address of Communication	Uttar Bihar Gramin Bank Head Office, GAD Sharma Complex, Kalambagh Chowk, Muzaffarpur-842001
10	Place of Opening of Bid	Uttar Bihar Gramin Bank Head Office, GAD Sharma Complex, Kalambagh Chowk, Muzaffarpur-842001
11..	Contact Details	Interested Bidders are requested to send the email smgad@ubgb.in

PART-2: DISCLAIMERS

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form / email by or on behalf of Uttar Bihar Gramin Bank (UBGB), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. 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 its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices / clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder (Vendor).

The Bank, its employees, Board of Directors and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank 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 for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 1 “The Bank” means Uttar Bihar Gramin Bank.
- 2 “The Contract” means the agreement entered into between the Bank and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and / or under this RFP document forming part of the contract.
3. “The Bidders” means the firms / company participating in the tender process and submitting Bid;
4. “L-1 bidder” is the bidder having least of the cost / price derived after reverse auction or negotiation which shall be valid for three years from the date of award of contract.
5. “L-2 bidder” is the bidder having second least of the cost / price derived after reverse auction or negotiation which shall be valid for three years from the date of award of contract.
- 6 “Vendor” is the successful Bidder(s) and to whom notification of award has been given by Bank.
- 7 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
8. “The solution” means the end to end solution towards TDS compliance and switching to centralized e- TDS system for all branches and offices Of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar) under the Contract;
9. “The Services” means entire services to be provided by the vendor for execution of the scope of work mentioned under this RFP and subsequently advised by the Bank and those services ancillary to the end to end solution towards TDS compliance and switching to centralized e-TDS system for all branches and offices of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar) such as provision of technical assistance, training, maintenance, development of software and other such obligations of the Vendor covered under the Contract.
- 10 “TCC” means the Terms and Conditions of Contract contained in this section;
- 11 “The Project” means providing end to end TDS solution towards TDS compliance and switching to Centralised e- TDS system for all branches/offices of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar) with all the services to be carried out by the Bidder / Vendor to implement, execute and maintain the solution including support.
- 12 “The Project Site” means various branches / offices of the Bank where the services to be provided.

In case of a difference of opinion on the part of the Bidder in comprehending and / or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

PART-3: INSTRUCTIONS FOR BIDDERS (IFB)

TABLE OF CLAUSES

Clause No.	Topic	Clause No.	Topic
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3.3	Cost of Bidding.	3.17	Deadline for Submission of Bids
	B. Bidding Documents	3.18	Late Bids
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3.15	Format & Signing of Bid	3.30	Miscellaneous

A. INTRODUCTION

3.1 Broad Scope of Work:-

At present, we are having 1032 branches and 14 offices across 18 districts and currently the bank is complying TDS compliance at branch level. All the TDS returns and forms are prepared and filed by the respective branches/ offices to which they pertain. The branches/offices are depositing TDS under different TAN allotted to them and depositing TDS individually (TAN wise) and submitting TDS returns accordingly. UIN is also generated branch / TAN wise. Bank may open in future more branches / reshuffle branches / merge branches / offices and the bidder has to provide the services at such branches without any extra cost to the Bank.

To streamline the process of TDS filing and have uniformity in approach, Bank initiated the process of centralization of filing return is to be carried out under single TAN number.

- a) The bidder has to initiate and conclude the process of surrendering of existing TAN numbers of the branches / offices.
- b) The Bidder has to provide required formats / questionnaire in a manner which can be easily understood by the employees of the Bank.
- c) Bidder/ vendor has to organise a seminar/ knowledge sharing program to maintain record and information on the modalities of the centralised TDS filing at each regional offices of the Bank and at Head office (Muzaffarpur) of the Bank at no extra cost to the Bank i.e. Bank will not pay any fees towards this knowledge sharing program.
- d) The rectification procedure for defaults if any, to be carried out by the Bidder.
- e) The bidder has to file the revised Tax returns, if any for all the 1032 branches and 14 offices which were either earlier filed by the branches or there was default of not filing the returns.
- f) To advise the Bank to surrender the TAN of the branches / offices where no default is observed and as per the IT Act, can be surrendered. To obtain necessary documents from the Bank required for surrendering of the existing TAN and bidder has to apply to the concerned authorities for surrendering of TAN and any other such registration number which need to be surrendered.
- g) The Bidder has to carry out preparation and filing of various returns, in addition to what have stated above,

Centralisation of TDS under different sections.

Centralisation of all forms.

Rectification of TDS default and filing of revisions.

Bulk PAN Verification before filing the return.

Ensuring timely filing of all TDS returns viz. 24Q, 26Q, 27Q, 27EQ and other reports with the authorities as per the prescribed periodicity by the Income Tax Department.

Filing of correction of returns.

Providing TDS certificates viz. Form 16 / 16A for all branches / offices of the Bank.

Handle TDS demand notices raised from the authorities and get the matter closed.

System assessment and advising on the changes about TDS compliance.

Formulation of a system based TDS recovery / payment.

Ensuring proper allocation of tax codes, advising tax rates and supervising of the working of TDS system in the Bank.

Undertaking data validation / data cleansing exercise and follow up for data correction to comply TDS norms.

FATCA return compliance. To centrally file return 61B (Reporting under FATCA & CRS) based on the data captured from the Banks data source.

TAX Audit data compliance.

To centrally file the return of Form-61 based on the Form 60 data captured from the Bank's data source.

To centrally file return of Form-61A (Specified Financial Transactions) based on The data captured from the Bank's data source.

Unlimited TDS correction returns/revision of form 26Q, 24Q, 27 Q and 27EQ and all returns filed by the bidder on behalf of the Bank.

Revised TDS return filling of Form 26Q, 24Q, 27Q and 27EQ, if required.

To attend to the queries regarding AIR reports filed earlier.

Remittance of TDS as well as filing of TDS returns are to be done initially Branch TAN wise which will be subsequently consolidated Region -wise TAN / Circle wise TAN or Bank-wise single TAN centrally.

To generate UIN of Form 15G / 15H on single TAN basis along with return of Form 15G / 15H on a single TAN basis separately.

The vendor should assist the Bank to clear old outstanding defaults and ensuring NIL future TDS defaults, and also assist the Bank to enable bank to surrender the TANs for Consolidation of TDS returns at Region / Zone / Head Office level

- h) The existing defaults if any in branches / offices towards TDS return filing 24Q / 26Q / 27Q / 27EQ, 15H / 15 G to be identified and necessary procedure for rectification of the same to be provided to the Bank. The Bidder has to file the existing tax returns in default, and revisions if any. The cost towards for filing fresh such tax returns will be paid by the Bank at extra based on the price breakup provided by the bidder / vendor for line items for different returns after reverse auction as per Annexure5.2.3. The cost for filings revisions if any for the same will be paid proportionately depending on the nature of return.
- i) Bidder shall ensure that during various phases of implementation, the performance, security, etc. of the existing setup is not compromised.
- j) The bidder should provide end to end support and services for carrying out the activities listed in RFP.
- k) All necessary entitlements papers of license, etc., if any should be provided to the Bank.
- l) The bidder/vendor must have a good qualified technical staff to understand the problems and address resolution of problems.
- m) Vendor has to submit escalation matrix and keep Bank informed, if any changes take place.
- n) The bidder / vendor should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the bidder.
- o) Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 48 hours.

- p) Vendor to provide status and utilization of amount against un-utilized challans.
- q) The above list is illustrative and not exhaustive; viz. the terms of reference shall include providing professional assistance for all activities required for the successful centralization of TDS returns of the Bank and for filing monthly and periodical returns.
- r) The vendor to present before the Committee of the Bank or any other committee which the Bank may ask to be present and submit the progress and status in the centralization of TDS returns of the Bank, whenever required.
- s) Assistance and handholding during audits including Tax Audit, in replying to:
 - ✓ Queries raised during such audits;
 - ✓ Queries raised by the Income Tax Department pertaining to TDS; and
 - ✓ Show-cause notices if any, except personal hearings and in ensuring general compliance till the entire period of contract.
- t) The scope of the services is to be provided for 3 years with an option to the Bank to exit after 30 days' notice. Bank may at discretion extend the period of contract.
- u) The vendor is expected to implement the solution within one month from the date of purchase order / date of appointment as Consultant.

3.2 Eligibility Criteria:-

The Eligibility Criteria will apply to the Bidder along with its Affiliates / Group companies / member firms working under the common brand name. The bidder should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the bidder or its Affiliates or its member firms, nor been expelled from any project or agreement nor had any agreement terminated for breach by such bidder or its Affiliates or member firms. Self-declaration is to be furnished.

- a) The Bidder should be a Registered Company / Firm with qualified professionals dealing in Income tax related issues and with the standing of 5 years as on 31.03.2018 and having positive net worth consecutively for last three financial years i.e. 2015-16, 2016-17 and 2017-18.
- b) The bidder should have a minimum Turnover of Rs. 5.00 Crore in last three consecutive financial years . The necessary supporting document has to be submitted along with the Bid. Copy of Audited Balance sheet to be enclosed with Technical bid.
- c) The bidder should be handling similar activity i.e. e-filing of TDS returns, TDS default rectification, e-filing of Form 15G / 15H, etc. for any two Public Sector Banks / RRB at the Bank level or for at least 500 branches per Public Sector Bank / RRB in any of the last three consecutive financial years. Copy of appointment letter / experience certificate indicating nature of activity performed, number of branches and period of assignment to be enclosed as part of technical bid.
- d) The bidder should not be involved in any litigation which threatens solvency of company. Certificate is to be provided by the statutory auditor of the Firm / Company,

who has audited the latest Financial Statements. It should be enclosed with Technical Bid.

- e) The bidder should be capable of providing the support / help desk to all the branches / offices of the Bank from a centralized location.
- f) Bidder should be able to provide onsite support whenever required by the Bank.
- g) The Bidder company / firm should not be owned or controlled by any Director or Employee (or Relatives) of Uttar Bihar Gramin Bank. A self declaration by the Bidder on Company's / firm's Letter Head should be enclosed with Technical bid.
- h) The bidder should not have been black listed / barred by any of the Government Departments / PSU's / Public Sector Banks / Public Sector Financial Institutions in the last three years. An undertaking on the same is to be provided by the bidder.
- i) The bidder should have permanent office in India.
- j) The Bidder's account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution for last three consecutive financial years . A certificate to this effect should be obtained from the Auditor who has signed the Balance Sheet of the Bidder as on 31-03-2018 and submitted along with the Bid. Also the bidder has to attach an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason.
- k) The Bidder must have registered net profits during last three consecutive financial years as per the audited balance sheets and P& L accounts for FY 2015-16, 2016-17 and 2017-18.
- l) Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
- m) Bidder has to provide solvency certificate for minimum Rs. 1.00 Crore from any Public Sector Bank. The Solvency certificate should not be dated earlier than 30.09.2018.
- n) If the bidder/ Vendor appear on the panel list of the Bank's Statutory Auditors as on 31.03.2018 and subsequently, the proposal for work of the Statutory Audit of the Bank should not be accepted by the Vendor till the validity of the contract period. An irrevocable undertaking by the bidder to be submitted along with the bid documents agreeing for non acceptance of Statutory Auditors work of the Bank. Further, Bidder/ Vendor will not be allowed by the Bank to exit from the Contract in such cases, an undertaking to this effect should also be provided along with the Bid Document. In case Bidder/ Vendor exit from the Contract, this will be treated as breach of contract and Performance Guarantee submitted by the vendor will be invoked and forfeited.

3.3 Cost of Bidding:-

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

B. BIDDING DOCUMENTS

3.4 Documents constituting the Bid:-

- a) The Bidding Documents include:

PART 1 - Invitation to Bid (ITB)

PART 2 - Disclaimer

PART 3 - Instruction for Bidders (IFB)

PART 4 - Terms and Conditions of Contract (TCC)

PART 5 - Bid Forms, Price Schedules and other forms (BF)

- b) The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information required in the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

3.5 Clarification / Amendment of Bidding Document:-

- a) Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at the address or by e-mail indicated in Schedule of Dates on or before 30-03-2019 at 14.00hrs. On. The Pre Bid Query should be submitted strictly in Excel Format (As per Annexure-5.12) and a hard copy duly signed by the authorised signatory should also be provided to the Bank. Please note that to consider the Pre-Bid queries submitted after the scheduled date is at the discretion of the Bank. Bank reserves right to consider or not to consider.
- b) A pre-bid meeting is scheduled on.
- c) The amendment/ corrigendum/ clarifications if any to the bidding document, will be posted on Bank's website. It is the responsibility of the bidder to check the website <http://www.ubgb.in> before final submission of the bid.
- d) Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.
- e) All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.
- f) At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment / corrigendum. The Bank may modify any part of this document as and when required or warranted. Such change(s) if any may be in the form of an addendum / corrigendum and will be uploaded in Bank's website <http://www.ubgb.in>. All such change(s) will automatically become part of this RFP and will be binding on all applicants / bidders. Interested applicants / bidders are advised to regularly refer the Bank's website / URL referred above for any updates.

- g) In order to enable bidder's reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

C. PREPARATION OF BIDS

3.6 Language of Bid:-

- a) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

3.7 Documents Comprising the Bid:-

3.7.1 Documents comprising the Technical Proposal Envelope, should contain following:

Technical & Functional specifications Compliance Annexure-5.1.1

Bid Form (Technical Bid) as per Annexure-5.2.1

Masked Price Bid listing all the components as per Price Breakup Schedule Annexure-5.2.3) without indicating any prices.

SLA T&C – Annexure-5.3

Compliance certificate for eligibility criteria Annexure-5.6

Bidder's organization profile Annexure-5.7

Non Disclosure Agreement- Annexure 5.11

Completed in accordance with the clauses in the BID and duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder (In case of a company, Board resolution authorizing representative to bid and make commitments on behalf of the Bidder to be attached).

- 3.7.2 While submitting the Technical Bid, literature on the services offered if any, should be Segregated and kept together in one section / lot. The other papers like EMD, Forms as Mentioned above etc. should form the main section and should be submitted in one lot, Separate from the section containing literature.

- 3.7.3 Any Technical Proposal not containing the above will be rejected.

- 3.7.4 The Technical Proposal should NOT contain any price information. Such proposal, if received, will be rejected.

- 3.7.5 The Indicative Price Proposal Envelope, should contain a single sheet as per Annexure-5.2.2 on the Bidder's letter head wherein the "All Inclusive Indicative Price" inclusive of all taxes and incidental charges but exclusive of GST payable at actual should be mentioned. The Indicative Price must include all the price components mentioned in Annexure-5.2.2. The Indicative price as per bid submission should be realistic and near to the actual cost of the services.

3.8 Bid Form:-

- a) The Bidder shall complete both the Envelopes of the Bid Form furnished in the Bidding Document separately and submit them simultaneously to the Bank. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.

3.9 Bid Prices:-

- a) Prices are to be quoted in Indian Rupees only.
- b) Prices quoted should be inclusive of all Central / State Government taxes including incidental charges if any but exclusive of GST payable at actual.
- c) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, changes in taxes, duties, levies, charges etc. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- d) Price discovered through online reverse auction shall be valid for entire period of the contract.

3.10 Delivery Schedule & Penalty for Delayed Deliveries and Failure in maintaining SLA:-

- a) Delivery of the services under the RFP should be within one month's time from the date of the purchase order or as per the terms of the purchase order.
- b) Filing of returns is a continuous process, at no point of time any delay should be made as per the timelines provided for different type of returns under the relevant act(s) and / or rules.
- c) Any interest and or penalty raised by the Income Tax Department on the Bank on account of deviations from the scope of work mentioned in RFP shall be recovered 100% from the vendor from the outstanding dues payment. In addition to this, Bank will deduct a sum equivalent to 1% of the Invoice value for the related quarter under which the delay is made.
- d) This amount of penalty so calculated shall be deducted at the time of making payment. In case the delay is beyond one month, in addition to the penalty mentioned above, Bank may blacklist the vendor and debar from the future participation in Bank's RFP.
- e) The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation. Please note that the timelines prescribed for filing returns under the Income tax Act and Rules should be strictly adhered to and delay shall be viewed seriously and penalty shall be levied.
- f) Bidder has to enter into service level agreement with bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments by the bidder.
- g) Bidder must have service to support the following:

Maximum 48 hrs resolution time including the response time for the query raised by the Bank. If the issue is not resolved within 48 hours, then penalty @ 1.0 % per week or part thereof for Invoice value of the quarter the services were in default will be deducted, subject to maximum of 10% amount of the Invoice value of the quarter.

- h) Bank reserves right to recover the penalty from the Invoices raised under the performance of services as per the RFP or Bank may ask bidder / vendor to pay the penalty amount as and when demanded by the bank, within 15 days from the demand date, otherwise bank reserves the right to invoke Performance Bank Guarantee for recovery of the penalty amount.
- o) If the bidder/ Vendor appear on the panel list of the Bank's Statutory Auditors as on 31.03.2018 and subsequently, the proposal for work of the Statutory Audit of the Bank should not be accepted by the Vendor till the validity of the contract period. An irrevocable undertaking by the bidder to be submitted along with the bid documents agreeing for non acceptance of Statutory Auditors work of the Bank. Further, Bidder/ Vendor will not be allowed by the Bank to exit from the Contract in such cases, an undertaking to this effect should also be provided along with the Bid Document. In case Bidder/ Vendor exit from the Contract this will be treated as breach of contract and Performance Guarantee submitted by the vendor will be invoked and forfeited.

3.11 **Documentary Evidence Establishing Bidder's Eligibility and Qualifications:**

The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction,

- a) That adequate, specialized expertise are available to ensure that the support Services are responsive and the Bidder will assume total responsibility for the services proposed during the contract period and provide necessary services.
- b) Certificate of incorporation / commencement of business / registered Partnership deed, in case of proprietary firm document evidencing the existence of proprietorship, whichever is applicable.
- c) License if any, to operate,
- d) Addresses proof of the registered office.
- e) Financial statements i.e. Audited Balance Sheet and Profit & Loss account for last three financial years (2015-16, 2016-17 AND 2017-18)
- f) Copies of purchase orders should be submitted along with bid documents evidencing nature of work as mentioned under the eligibility criteria from any Public Sector Bank / RRB.
- g) The Bidder's account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution for last three financial years i.e. 2015-16, 2016-17 and 2017-18., A certificate to this effect should be obtained from the Auditor who has signed the Balance Sheet of the Bidder as on 31-03-2018 and submitted along with the Bid.
- h) The bidder also has to attach an undertaking that no Government / undertaking organizations have blacklisted the bidder for any reason.
- i) The bidder has to submit bidder's copy of PAN card, GST registration, and shop and establishment license along with bid.

- j) Authorisation letter to participate in the bidding process and to execute contract, sign the documents on behalf of the Company / Firm.
- k) Bidder has to provide solvency certificate for minimum Rs. 30 Lakhs from any Public Sector Bank. The Solvency certificate should not be dated earlier than 30.09.2018
- l) Complete set of RFP and corrigendum issued if any, duly signed by the authorized representative authorized by the company/firm to sign the bid document and make commitment on behalf of the bidder's company should also be submitted along with bid document.
- m) The bidder should not outsource the contract to sub-contractor. An undertaking to this effect should be submitted by the bidder.
- n) The company profile and latest list of the addresses / telephone numbers of the offices across India.
- p) If the bidder/ Vendor appear on the panel list of the Bank's Statutory Auditors as on 31.03.2018 and subsequently, the proposal for work of the Statutory Audit of the Bank should not be accepted by the Vendor till the validity of the contract period. An irrevocable undertaking by the bidder to be submitted along with the bid documents agreeing for non acceptance of Statutory Auditors work of the Bank. Further, Bidder/ Vendor will not be allowed by the Bank to exit from the Contract in such cases, an undertaking to this effect should also be provided along with the Bid Document. In case Bidder/ Vendor exit from the Contract this will be treated as breach of contract and Performance Guarantee submitted by the vendor will be invoked and forfeited.

All the documentary proof mentioned above should be submitted along with the Technical Bid.

3.12 Documentary Evidence Establishing Eligibility and Conformity to Bidding Documents:-

- a) The Bidder shall submit point by point compliance to the eligibility criteria and scope of work and it should be included in the Bid.
- b) Any deviations should be clearly brought out in the bid.
- c) The Bidder should quote for the entire package on a single responsibility basis.

3.13 Earnest Money Deposit (EMD):-

- a) The Bidder shall furnish, as part of its Bid, an EMD of Rs.3,00,000/-(Rupees Three Lakh only)
- b) The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- c) The EMD shall be denominated in Indian Rupees and shall be in the form of Demand Draft favouring "Uttar Bihar Gramin Bank" payable at Muzaffarpur
- d) Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

- e) The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of bid finalization without any interest.
- f) The successful Bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee (PBG) equivalent to 10% of the total value of the purchase order value, as per format in Annexure-5.4 the PBG will be for the period of three year.
- g) The EMD may be forfeited:

If a Bidder withdraws Bid during the period of Bid validity specified in this RFP;

Or

If a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract;

Or

In the case of a successful Bidder, if the Bidder fails:

To sign the Contract

Or

To furnish Performance Bank Guarantee

Or

In the event of failure of delivery of services within the prescribed period as per the purchase order.

3.14 Period of Validity of Bids:-

- a) Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- b) In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended.

The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

3.15 Format and Signing of Bid:-

3.15.1 Each bid shall be in two parts:-

Part I- Technical Proposal. (As per clause 3.7.1 above)

Part II- Indicative Price Proposal. (As per clause 3.7.5 above)

The two parts should be in two separate sealed NON-WINDOW envelopes, each super scribed with "For Engagement of consultant for providing end to end solution towards TDS compliance and switching to centralized e- TDS system for all branches and offices of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar)" as well as "Technical Proposal" and "Indicative Price Proposal" as the case may be.

3.15.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

3.15.3 Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids. The Bank reserves the right to reject bids not conforming to above.

D. SUBMISSION OF BIDS

3.16 Sealing and Marking of Bids:-

3.16.1 The Bidders' shall seal the NON-WINDOW envelopes containing one copy of "Technical Bid" and one copy of "Indicative Price Bid" separately and the two NON-WINDOW envelopes shall be enclosed and sealed in an outer NON-WINDOW envelope.

3.16.2 The inner envelopes shall be addressed to the Bank at the address given in Part-I above and marked as described in Clause 3.15.1 above.

3.16.3 The outer envelope shall:

Be addressed to the Bank at the address given in Part-I; and

Bear the Project Name "For Engagement of consultant for providing end to end solution towards TDS compliance and switching to centralized e- TDS system for all branches and offices of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar)".

3.16.4 All envelopes should indicate the name and address of the Bidder on the cover. If the envelope is not sealed and marked, the Bank will assume no responsibility for the bid's misplacement or its premature opening.

3.17 Deadline for Submission of Bids:-

- a) Bids must be received by the Bank at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.
- b) In the event of the specified date for submission of bids being declared a holiday for the Bank, the bids will be received up to the appointed time on the next working day.
- c) The Bank may, at its discretion, extend the deadline for submission of bids by amending the bid documents, in which case, all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the extended deadline.

3.18 Late Bids:-

Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the bidder.

3.19 Modification and Withdrawal of Bids:-

- a) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by e mail, but followed by a signed confirmation copy, postmarked, not later than the deadline for submission of Bids.
- c) No Bid may be modified after the deadline for submission of Bids.
No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its EMD.

E. Bid Opening and Evaluation

3.20 Opening of Technical Bids by the Bank:-

- a) The Bidders' who have submitted the bids beyond the prescribed bid submission time and date will not be opened and shall be rejected for further participation.

3.21 Preliminary Examination:-

- a) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without any deviations.
- c) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- d) If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.22 Technical Evaluation of Bids:-

- a) Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.
- b) The Bank reserves the right to evaluate the bids on technical & functional parameters, etc.

Particulars		No .of Marks	Maximum Marks
TECHNICAL ABILITY			
At least one Director of a company / Private Company / CA firm should have qualified Chartered Accountancy Course.			5
No. of employees in Company/ Firm	<10 =>10<20 =>20<30 =>30	2 4 6 10	10
Turnover of the firm in last financial year (In Rs.)	=>5 cr<6 cr =>6 cr<7 cr =>7 cr<8 cr =>8 cr	2 4 6 10	10
Experience of Similar activity carried out in number of Public Sector Bank / RRB in last three financial years i.e. 2015-16,2016-17 and 2017-18	=>2<3 =>3<4 =>4	4 6 10	10
Profit of the firm / company in last three financial years.	=> 5 lakh<10 lakh =>10 lakh<20lakh =>20 lakh<30 lakh >30	2 4 6 10	10
a) Presence of onsite support at Muzaffarpur. b) Presence of offsite support in Bihar.	Only a) Only b) Both a) and b)	7 3 10	10
Solvency Certificate (Amount in Rs.)	=>30 lakh<40 lakh =>40 lakh<50lakh =>50 lakh	2 3 5	5
No. of years of Experience	<5 =>5<7 =>7<10 =>10	2 4 6 10	10
FUNCTIONAL ABILITY			
Capability of creating Branch, Deductee, TDS and TDS Deductor master.			10
Correction Records: i) Facility for generation of correction returns even for earlier Period. ii) Facility for downloading of the Consolidated TDS file from TRACES website shall be available. iii) The system shall also keep track of Correction Returns / Revised Returns filed at different times as such. iv) Facility to provide			10

downloading of Form No.16 / 16A.			
Employee Master: The Employee Master shall have facility to capture PF / Employee Number, PAN, Designation, Branch / office name, Branch / Office Code, Date of Joining the Present Branch, Residential Address, Phone Number, Account Number etc.			5
Help Desk: The system shall have facility for display of help and to view manuals / guidelines in preparation of Regular / Correction Returns / Revised Returns and shall contain details of various topics relating to e-TDS Returns, procedure for preparation, rates of TDS, useful links, etc			5

- c) Marks will be awarded based on the criteria above. Minimum qualifying marks shall be 70 and should also fulfil the mandatory compliance. The bids bidders securing less than the qualifying marks will not be considered for further evaluation and commercial process through online reverse auction.
- d) During evaluation and comparison of bids, the Bank may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

3.23 Evaluation of Price Bids and Finalisation:-

- a) After opening of the technical bids, all the documents and annexure (except commercial documents /offer) will be evaluated first by the bank. First, received bids will be evaluated based on the eligibility criteria and other pre qualifying criteria of the bid. Technical bids of only those bidders satisfying the criteria will be evaluated.
- b) Technically qualified bidders may be called to make presentation of the services offered by them as per the schedule decided by UBGB.
- c) Only those Bidders who qualify in pre-qualification and Technical evaluation and accepts the terms and conditions of this RFP shall be shortlisted for commercial evaluation via Reverse Auction conducted by the Bank's authorized e-Procurement service provider, details of which are provided in Annexure-5.5.
- d) The L1 price for the awarded contract will be decided as per reverse auction in case of two or more eligible bidders.
- e) The commercial bids will be received via Reverse Auction.

- f) Bidder has to quote a single price in online reverse auction for all items combined together. After online reverse auction bidder has to provide breakup of each line item separately.
- g) The price discovered through online reverse auction will be the basis of awarding contract.
- h) The least price bid as per online reverse auction amongst all the bidders will be termed as L-1 Bidder price.
- i) The second least price bid will be termed as L-2 bidder price.
- j) After technical evaluation, if there is only one eligible bidder, Bank reserves right to negotiate price with the bidder for the services under the RFP.

3.24 Contacting the Bank:-

- a) No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- b) Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

3.25 Award Criteria:-

- a) The Bank will award the Contract to the successful Bidder who has been determined to qualify to perform the Contract satisfactorily and whose Bid has been determined to be responsive and is evaluated based on the technical and commercial scores and has got least price (L-1 price) under online reverse auction. After technical evaluation, if there is only one eligible bidder, Bank reserves right to negotiate price with the bidder for the services under the RFP and Bank reserves right to award contract to bidder.
- b) The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- c) The successful Bidder will have to submit Non-disclosure Agreement, Performance Bank Guarantee for the amount and validity as desired in Clause 3.28 (a) and strictly on the lines of format given at Annexure-5.4 of this document together with acceptance of all terms and conditions of RFP.
- d) Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted
- e) The notification of award will constitute the formation of the Contract.
- f) The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- g) Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

- h) The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- i) The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract
- j) Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- k) Upon notification of award to the L1 Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

3.26 Bank's right To Accept Any Bid and to reject any or All Bids:-

The Procurement Committee of Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

3.27 Notification of Award:-

- a) Prior to expiration of the period of Bid validity, the Bank will notify the successful Bidder in writing or by e-mail, that his Bid has been accepted.
- b) The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within 7 days of receipt of the communication.
- c) Upon notification of award to the L-1 Bidder, the Bank will promptly notify each unsuccessful Bidder and will discharge its EMD.

3.28 Performance Bank Guarantee:-

- a) The price discovered through online reverse auction as per the Annexure 5.2.3 is for one year. Bidder has to submit Performance Bank Guarantees to the extent of 10% of the total project cost i.e. total cost for 1032 branches/ offices for three years. The Performance Bank Guarantee to be submitted by the successful Bidder for a period of 39 months (validity period from the date of purchase order) from a Scheduled Commercial Bank within a week of receipt of formal communication from the Bank about their successful bid. Purchase Order will be released only after receipt of the Performance Bank Guarantees.
- b) The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the vendor results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

3.29 Signing of Contract:-

The Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

3.30 Miscellaneous:-

- a) The vendor should undertake to implement the observations / recommendations of the Bank's IS-Audit, Security Audit Team or any other audit conducted by the Bank or external agencies and the vendor has to bear the cost on this account, Bank will not make any extra payment towards this.
- b) For execution of a contract / agreement, stamp duty is to be borne by the vendor. Bank reserves right to get audited the services offered by the vendor under this RFP / contract.
- c) The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- d) The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated
- e) The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- f) The Vendor shall treat as confidential all data and information about UBGB, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in Annexure-5.11 of this document.

Note: Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.

PART - 4. TERMS AND CONDITIONS OF CONTRACT (TCC)

4.1 Definitions:-

Defined elsewhere in this RFP.

4.2 Use of Contract Documents and Information:-

The vendor / bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.3 Use of Contract Documents and Information:-

- a) The Vendor shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf

of the Bank in connection therewith, to any person other than a person employed by the Vendor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- b) The Vendor shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
- c) Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank. The vendor has to enter into a Non Disclosure agreement with the Bank.

4.4 Patent Rights:-

- a) In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation to claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay. The Vendor shall indemnify the Bank against all third party claims.
- b) Nothing stated herein above shall in any way release the vendor from any warranty or other obligations under this Contract.
- c) The vendor shall also indemnify the Bank against any levies / penalties on account of any default in the services.
- d) The services provided under this RFP should be in strict conformity with the scope of work and other terms and conditions provided in the RFP. If the services fail to meet the desire requirement stipulated in this RFP document at any given point of time, Bank reserves right to cancel the contract and forfeit the PBG supplied under this contract and not to release any further payment under this contract.
- e) The Bank reserves the right to get the services vetted / verified through any organization / vendor / institution before or after services are provided. The Bank's right to inspect, test in no way be limited or waived by reason of the services are having previously being inspected, tested and passed by the Bank or its representative.
- f) Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

4.5 Delivery & Documentation:-

2 copies of Vendor's Invoice showing RFP No. and date, description of the services and total amount. The Invoice should also mention the GST number and GST amount separately.

Copy of return filing acknowledgment related to the quarter/ year.

4.6 Performance Certificate: -

As per Annexure-5.10

4.7 Payment Terms:-

- a) Payment shall be made in Indian Rupees.
- b) To be paid on receipt of invoice on quarterly basis in arrears after successful completion of the services as per the scope of work under the RFP for the concerned quarter and all returns are filed as per the timelines provided under Income Tax Act 1961 and rules of Income tax.

The details are as under:

20% of the Annual charges per quarter for first three quarters of the financial year.
40% of the Annual charges for the fourth quarter of the concerned financial year.

Note: Payments will not be released for any part-filing of return.

- c) The existing defaults if any in branches / offices towards TDS return filing 24Q / 26Q / 27Q / 27EQ, 15H / 15 G to be identified and necessary procedure for rectification of the same to be provided to the Bank. The Bidder has to file the existing tax returns in default, and revisions if any. The cost towards for filing fresh such tax returns will be paid by the Bank at extra based on the price breakup provided by the bidder / vendor for line items for different returns after reverse auction as per Annexure 5.2.3. The cost for filings revisions if any for the same will be paid proportionately depending on the nature of return.

4.8 Prices:-

- a) Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.
- b) The price discovered under this RFP through online reverse auction/ through negotiation in case of only one bidder is eligible shall be valid for entire contract period.

4.9 Change Orders:-

The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

PAN verification before return filling.

Centralized TDS return filling of 26Q, 27Q, 27EQ (Non salary).

Centralized TDS return filling of 24Q.

Preparation, generation, uploading of e-TDS returns and downloading of Form No. 16/16A for all the branches/offices shall also be centralized.

To centrally file the return of Form-61 based on the Form 60 data captured From The Bank's data source.

To centrally file return of Form-61A (Specified Financial Transactions) based on The data captured from the Bank's data source.

Revised TDS return filling of Form 26Q, 24Q, 27Q and 27EQ. The unlimited return

Will be filed for all the quarterly returns that will be filled by them.
Letters of Income Tax Department related to TDS will be resolved.
The solution to be provided for queries regarding AIR reports filed earlier.

4.10 Contract Amendments:-

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

4.11 Assignment:-

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent

4.12 Delays in the Vendor's Performance:-

4.12.1 Filing of return and performance of Services shall be made by the Vendor within the timelines prescribed.

4.12.2 If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the services and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

4.12.3 Except as provided in the above clause, a delay by the Vendor in the performance of its services obligations shall render the Vendor liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

4.13 Liquidated Damages:-

If the Vendor fails to file any or all of the returns or perform the Services within the time period(s) specified in the Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages as mentioned in clause 4.12.3 above, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.0 percent per week or part thereof for Invoice value of the quarter the services were in default subject to maximum deduction of 2 % of the Invoice value of the quarter the services were in default, until actual delivery of services or performance or for any loss is suffered by the Bank due to Acts attributable to the Vendor. Once the maximum deduction is reached, the Bank may consider termination of the Contract. The liquidity damages will be over and above the delayed penalty will be deducted, subject to maximum of 10% amount of the Invoice value of the quarter.

4.14 Termination for Default:-

- a) The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default to the Vendor, may terminate the Contract in whole or in part:

- b) If the Vendor fails to provide the services of filing any or all of the returns within the period(s) specified as per income tax Act/ Rules or obligatory rules and amendment from time to time, or within any extension thereof granted by the Bank;
- Or
- c) If the Vendor fails to perform any other obligation(s) under the Contract.
- d) In the event the Bank terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those services and the Vendor shall be liable to the Bank for any excess costs for such similar services. However, the Vendor shall continue performance of the Contract to the extent not terminated.

4.15 Force Majeure:-

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty 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 restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

4.16 Termination for Insolvency:-

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor if the Vendor becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

4.17 Termination for Convenience:-

The Bank, by written notice sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

4.18 Resolution of Disputes:-

- a) The Bank and the Vendor 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.
- b) If, the Bank and the Vendor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

- c) The dispute resolution mechanism to be applied shall be as follows:
- d) In case of Dispute or difference arising between the Bank and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.30 lakh, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Bank and the Vendor. The third Arbitrator shall be chosen by mutual discussion between the Bank and the Vendor. Where the value of the contract is Rs.30 lakh and below, the disputes or differences arising shall be referred to a Sole Arbitrator who shall be appointed by agreement between the parties.
- e) Arbitration proceedings shall be held at Uttar Bihar Gramin Bank, Head Office, Kalambagh Chowk, Muzaffarpur and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English;
- f) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

4.19 Governing Language:-

The governing language shall be English.

4.20 Applicable Law:-

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subject to the exclusive jurisdiction of courts at Muzaffarpur.

4.21 Addresses for Notices:-

The following shall be the address of the Bank and Vendor.

Bank's address for notice purposes:

General Manager (GAD),
Uttar Bihar Gramin Bank,
Sharma Complex,
Kalambagh Chowk,
Muzaffarpur (Bihar) 842001

Vendor's address for notice purposes

<To be filled in by the Vendor>

A notice shall be effective when delivered or on effective date of the notice whichever is later.

4.22 Acceptance of Order:-

- a) Successful bidder shall be required to accept the contract/order within seven days from the date of contract/order placement.
- b) Bank has a right to cancel the contract/order and forfeit the EMD, if the same is not accepted within a period of 7 days from the date of contract/order.

4.23 Acceptance Test:-

- a) At its discretion, the Bank will conduct acceptance test. The test will check for trouble-free operation and end to end functionalities as specified in the Scope of Work for one complete quarter. In the event of any errors or faulty services detected during acceptance testing, resulting in corrective action required by the bidder, the schedule for acceptance testing will be revised to a mutually convenient date at the cost and expenses of the Bidder.
- b) The Bank reserves its right to get the software tested/evaluated by any agency/ agency of its choice and the Bidder shall not object to the same.

4.24 Vendor's obligations:-

- a) The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- b) The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- c) The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- d) The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanours.
- e) The Vendor will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

4.25 Patent Rights / Intellectual Property Rights:-

In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof in India, the Vendor shall act expeditiously to extinguish such claim. If the Vendor fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor of such claim, if it is made, without delay.

4.26 Limitation of Liability:-

- a) For breach of any obligation mentioned in this agreement, subject to obligations mentioned in this clause, vendor shall be liable for damages to the Bank arising under or in connection with this agreement. Vendor will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- b) The limitations set forth herein shall not apply with respect to:
- c) Claims that are the subject of indemnification pursuant to IPR infringement, damage(s) occasioned by the gross negligence, fraud or wilful misconduct of the Vendor, damage(s) occasioned by vendor for breach of Confidentiality Obligations, when a dispute is settled by the Court of Law in India.
- d) Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

4.27 Conflict of Interest:

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- a) If the bidder/ Vendor appear on the panel list of the Bank's Statutory Auditors as on 31.03.2018 and subsequently, the proposal for work of the Statutory Audit of the Bank should not be accepted by the Vendor till the validity of the contract period. If the Bidder / Vendor accept the offer of statutory Audit of the Bank, this will be treated as conflict of interest.
- b) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

- (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- c) a constituent of such Bidder is also a constituent of another Bidder; or
- d) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- e) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

ANNEXURE – 5.1.1
Technical & Functional Specifications

A	General Features	Criticality	Compliance (Yes / No)
A1	<p>Vendor Master: Shall have facility to save the Name, Address, PIN code, Telephone, Fax and Contact Person details with mobile number, Contract /Purchase Order Number, date of Purchase Order, Total amount, Yearly AMC amount, amount liable to tax, Rate of TDS and next AMC due date, Mode of remittance like RTGS / NEFT, Vendors PAN, Vendor GSTIN Number. Bank Account Number. Bank`s GSTIN Number, Invoice details with date and amount. There should be facility to update the details of exemption certificates if provided by the vendor/payee and limit up to which exemption is granted. The software shall record the payments done against each Invoice, containing the details of the Invoice Number, Invoice Date, Invoice Amount, date of Payment, Mode of Payment, TDS deducted thereon etc. It should be possible to generate Vendor Wise and/or Purchase Order wise payment / TDS details.</p>	Mandatory	
A2	<p>Employee Master: The Employee Master shall have facility to capture PF / Employee Number, PRAN, PAN, Designation, Branch / office name, Branch/Office Code, Date of Joining the Present Branch, Residential Address, Phone Number, Account Number etc. Any modification to the Employee Master shall be properly logged in Audit Log /Audit Trail. If the employee is transferred, system shall have facility to record date of relief from the branch / office with proper flag for knowing the latest branch. Importing data from existing system in case implemented in between financial year.</p>	Good to have	
A3	<p>Salary Master: The Salary Master shall have facility to save the salary details of employees with employee ID, financial year, month, Basic Pay, DA, HRA, CCA, Special Allowances, etc. along with the Perquisites values in respect of quarters, furniture, car, etc. and details of the deductions such as Professional Tax, Investments under 80C to 80U and exemption u/s 10, for generation of Form 16, etc. There should be facility to include other incomes such as Income / Loss from house property, Income from other sources, etc. All components of existing Salary / Deductions shall be customizable for future requirements. There shall be an option to upload the details of the salary paid.</p>	Mandatory	

A4	<p>Pensioner Master: Bank is liable for TDS on Pension Payments as in the case of Salary of employees. Necessary facility to capture Name, Address, PAN, SB Account number of the pensioners is required as per TDS provision applicable to senior citizens. Facility to punch the details for deduction u/s 80C to 80U.</p>	Mandatory	
A5	<p>Parameterization for Tax: Parameterization shall be available in the system for maintenance of the IT slabs for salaries for individuals, women and Senior Citizens financial-year wise and various TDS rates for payment other than salaries as specified by the CBDT and shall calculate the amount of applicable tax based on the parameterizations maintained in the system. There shall be provision to indicate non-deduction or lower deduction in specific circumstances u/s 194A i.e. TDS on interest on deposit where Form No. 15G / 15H or an appropriate Certificate for lower deduction is submitted. Facility for online submission of Form No. 15G / 15H as per notification of Income Tax Department should be available. Parameterization for specifying higher rate of TDS in cases where PAN is not available and separately for Companies and Non-Companies shall be available.</p>	Mandatory	
A6	<p>TDS Deduction Records: The software shall have facility for uploading of the TDS data containing the details of the Deposit Number, Interest Paid, TDS deducted, PAN, Name, Address, Aadhaar Number and other customer details. Provision shall also be available for uploading Salary deduction details. The software shall have facility for uploading of the data where TDS is not deducted also as required. There shall be provision for data entry of TDS details pertaining to Salary and Interest on Term Deposits, Commission, Rents, Contract payments and Professional fees, etc.</p>	Mandatory	
A7	<p>Remittance of Tax & submission of e-TDS Returns: The system shall have link to the e-Payment gateway of the Tin- NSDL The software shall update / link the details of the Challan with the relevant TDS records. The software shall generate Form Nos. 24Q/26Q/27Q/other returns and Form No. 27A/other acknowledgements. There shall be facility to link to the Tin-NSDL website for uploading the TDS returns. Once e-TDS return is filed acknowledgment number and date of filing should be captured and saved for the record. Software shall prompt a message for payment of TDS & filing of return before due date.</p>	Mandatory	

A8	<p>Correction Records: Facility for generation of correction returns even for earlier Period. Facility for downloading of the Consolidated TDS file from TRACES website shall be available. The system shall also keep track of Correction Returns / Revised Returns filed at different times as such.</p>	Good to have	
A9	<p>FVU Validation: Facility for validating the files with the File Validation Utility (FVU) of NSDL by integrating the FVU in the software and updating the same in the system as and when required without any additional cost. Facility for resolving error generated during generation of FVU files.</p>	Mandatory	
A10	<p>Any Compliance requirements for external / internal use shall be done Free of cost.</p>	Mandatory	
A11	<p>Reports: Reports to facilitate Statutory Audit/Internal Audit/Tax Audit u/s 44AB of Income Tax Act. Shall be capable of generating Branch wise / Regional Office wise for any particular branch or consolidated report in respect of the Branches mapped to it as per the user's choice and at HO for all Regions or for any particular Region/Branch. Facility to view the status of filing of TDS returns by the Regional offices/ Head Office. The software shall generate a defaulters list on expiry of the due date and generates reminder letter to defaulting Branches/offices.</p>	Mandatory	

ANNEXURE - 5.2.1
BID FORM (TECHNICAL BID)
(To be included in Technical Bid Envelope)

Date:

To:
General Manager (GAD),
Uttar Bihar Gramin Bank,
Sharma Complex,
Kalambagh Chowk,
Muzaffarpur -842001

Dear Sir,

Ref: RFP No. dated

1. We have examined the RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide services detailed under scope of work and Technical parameters and as per the terms and conditions spelt out in the RFP. We shall participate and submit the commercial bid through online reverse auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this bid, we certify that:

The undersigned is authorized to sign on behalf of the bidder and the necessary support document delegating this authority is enclosed to this letter.

We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.

The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

We have not induced or attempted to induce any other Bidder to submit or not to submit a bid for restricting competition.

The rate quoted in the indicative price bids for the services are as per the RFP and subsequent pre-bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

4. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. 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".

6. We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. It is further certified that the contents of our bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid.

7. We understand that you are not bound to accept the lowest or any Bid you may receive.

8. The vendor hereby undertakes that its name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

Dated this day of 2019

(Signature) (Name) (In the capacity of)

Duly authorised to sign Bid for and on behalf of

ANNEXURE – 5.2.2
INDICATIVE PRICE PROPOSAL
(To be included in Indicative Price Proposal Envelope)

Date:

To:
General Manager (GAD),
Uttar Bihar Gramin Bank,
Sharma Complex,
Kalambagh Chowk,
Muzaffarpur-842001

Dear Sir,

Ref: RFP No. _____ dated _____

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Indicative Price Bid of Rs. _____ (Rupees _____) (Total Proposal amount in words and figures) for various services offered under the RFP at the sites without any extra cost to the Bank in conformity with the said bidding documents

Sr. No	Line item	Branch / Office	Basic Price for one FY inclusive of all things (A) in INR per Branch	GST in INR (B)for one FY per Branch	Total (A)+ (B) in INR for one FY per branch	Total price for one FY in INR (TAX+BASIC) for all 462 branches/offices
1	24Q	1032+15				
2	26Q	1032+15				
3	27Q	1032+15				
4	27EQ	1032+15				
5	Form-61	1032+15				
6	Form-61A	1032+15				
7	Form 16/16A	1032+15				
8	Tax Audit Data and TDS compliance	1032+15				
9	UIN Generation	1032+15				
10	15G/15H Submission	1032+15				
11	61B	1032+15				
12	SFT.	1032+15				
	Total Cost					

Dated this day of 2019

Price detail:-

Basic price ----- Per unit

GST ----- Per unit (@-----%)

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

ANNEXURE - 5.3
SERVICE LEVEL AGREEMENT T&C

- a) Bidder has to enter into service level agreement with bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments by the bidder.
- b) Bidder must have service to support the following:
- c) Delivery of the services under the RFP should be within one month's time from the date of the purchase order or as per the terms of the purchase order..
- d) Filing of returns is a continuous process, at no point of time any delay should be made as per the timelines provided for different type of returns under the relevant act(s) and/or rules.
- e) Any interest and or penalty raised by the Income Tax Department on the Bank on account of deviations from the scope of work mentioned in RFP shall be recovered 100% from the vendor from the outstanding dues payment. In addition to this, Bank will deduct a sum equivalent to 1% of the Invoice value for the related quarter under which the delay is made.
- f) This amount of penalty so calculated shall be deducted at the time of making payment. In case the delay is beyond one month, in addition to the penalty mentioned above, Bank may blacklist the vendor and debar from the future participation in Bank's RFP.
- g) The Bank also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation. Please note that the timelines prescribed for filing returns under the Income tax Act and Rules should be strictly adhered too and delay shall be viewed seriously and penalty shall be levied.
- h) Bidder has to enter into service level agreement with bank. SLA will include the terms and conditions mentioned in this bid along with the uptime and resolution commitments by the bidder.
- i) Bidder must have service to support the following:

Maximum 48 hrs resolution time including the response time for the query raised by the Bank. If the issue is not resolved within 48 hours, then penalty @ 1.0 % per week or part thereof for Invoice value of the quarter the services were in default will be deducted, subject to maximum of 10% amount of the Invoice value of the quarter.
- j) Bank reserves right to recover the penalty from the Invoices raised under the performance of services as per the RFP or Bank may ask bidder/ vendor to pay the penalty amount as and when demanded by the bank, within 15 days from the demand date, otherwise bank reserves the right to invoke Performance Bank Guarantee for recovery of the penalty amount.
- k) If the bidder/ Vendor appear on the panel list of the Bank's Statutory Auditors as on 31.03.2018 and subsequently, the proposal for work of the Statutory Audit of the Bank should not be accepted by the Vendor till the validity of the contract period. An irrevocable undertaking by the bidder to be submitted along with the bid documents agreeing for non acceptance of Statutory Auditors work of the Bank. Further, Bidder/

Vendor will not be allowed by the Bank to exit from the Contract in such cases, an undertaking to this effect should also be provided along with the Bid Document. In case Bidder/ Vendor exit from the Contract this will be treated as breach of contract and Performance Guarantee submitted by the vendor will be invoked and forfeited.

Dated this day of 2019

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

ANNEXURE - 5.4
PERFORMANCE BANK GUARANTEE FORMAT
(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of 2019 by (Name of the Bank)..... having its Registered Office atand its Branch at(hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF Uttar Bihar Gramin Bank, a Statutory Corporation constituted under the RRB act 1976 and amendment time to time, Head Office Sharma Complex, Kalambagh Chowk, Muzaffarpur

WHEREAS

The Uttar Bihar Gramin Bank, having its Head Office at Sharma Complex, Kalambagh Chowk, Muzaffarpur 842001 (hereinafter called the 'Bank') has invited tender Ref: RFP No. ----- dated

-----and price discovered through online reverse auction for Engagement of consultant for providing end to end solution towards TDS compliance and switching to centralized e- TDS system for all branches and offices of Uttar Bihar Gramin Bank, Sharma Complex, Muzaffarpur (Bihar)

1. It is one of the terms of invitation of applications that the applicant shall furnish a Performance Bank Guarantee for a sum of Rs...../- (Rupeesonly) as a Bid Security Performance Bank Guarantee.

2. M/s. _____, our constituent, intend to submit the Bid Security Performance Bank Guarantee for the said empanelment and requested us to furnish guarantee to the 'Bank' in respect of the said sum of Rs...../- (Rupeesonly)

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS WITHOUT ANY DEMUR

We _____ (bank), the Guarantors, do hereby irrevocably & unconditionally agree and undertake to the Uttar Bihar Gramin Bank, their Successors, Assigns that in the event of the Uttar Bihar Gramin Bank coming to the conclusion that the vendor (pl. mention the name in bracket) have not adhered to the terms and conditions of the 'Bank' or committed a breach thereof, which conclusion shall be binding on us as well as the said vendor, we shall on demand by the Uttar Bihar Gramin Bank, pay without demur to the Uttar Bihar Gramin Bank, a sum of Rs...../- (Rupeesonly) or any lower amount that may be demanded by the Uttar Bihar Gramin Bank. Our guarantee shall be treated as equivalent to the Security Deposit for the due performance of the obligations of the vendor under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs...../- (Rupeesonly)

We also agree to undertake to and confirm that the sum not exceeding Rs...../- (Rupeesonly) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Uttar Bihar Gramin Bank on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence in this regard. The notice from the Uttar Bihar Gramin Bank shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Uttar Bihar Gramin Bank within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Uttar Bihar Gramin Bank under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the Uttar Bihar Gramin Bank and the vendor.

4. This guarantee shall not be revoked by us without prior consent in writing of the Uttar Bihar Gramin Bank.

We hereby further agree that-

(a) Any forbearance or omission on the part of the Uttar Bihar Gramin Bank in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Uttar Bihar Gramin Bank to the vendor or any other matters in connection there with shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance by the vendor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs...../- (Rupeesonly)

(b) Our liability under these presents shall not exceed the sum of Rs...../- (Rupeesonly)

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to ----- (36 months from the date of contract) provided that if so desired by the Uttar Bihar Gramin Bank, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

(e) Our liability under these presents/guarantee shall remain in force till ----- (36 months from the date of contract) unless these presents are renewed as provided hereinabove on the ----- (36 months from the date of contract) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Uttar Bihar Gramin Bank alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within four months from the date or any extended period, all the rights of the Uttar Bihar Gramin Bank against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

(f) The liability of the Guarantor under this Security Performance Bank Guarantee shall not be affected by –

- (i) Insolvency or winding up of the Bidder or absorption, merger, acquisition or amalgamation of the Bidder with any other Company, Corporation or concern; or
- (ii) Insolvency or winding up of the Guarantor or absorption, merger, acquisition or amalgamation of the Guarantor with any other Company, Corporation or concern; or change in the constitution structure or management of the Guarantor
- (iii) Any change in the management of the Bidder by takeover of the management of the Bidder by the Central or State Government or by any other authority; or
- (iv) Any change in the constitution/structure or management of the Bank; or
- (v) Any dispute between the Bidder/Vendor and the Bank.

(g) This guarantee shall be governed by Indian Laws and the Courts at Muzaffarpur, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupeesonly)

This Bank Guarantee shall be valid up to.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Yours faithfully,

For and on behalf of Bank.

Authorized official

ANNEXURE- 5.6
COMPLIANCE CERTIFICATE FOR ELIGIBILITY CRITERIA

Centralised TDS return filling as per technical specifications:

Sr. No.	Criteria	Compliance(Yes/No)	Document to be submitted/ Remarks
1	The Eligibility Criteria will apply to the Bidder along with its Affiliates / Group companies / member firms working under the common brand name. The bidder should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the bidder or its Affiliates or its member firms, nor been expelled from any project or agreement nor had any agreement terminated for breach by such bidder or its Affiliates or member firms		Self declaration to be furnished.
2	The Bidder should be a Registered Company / Firm with qualified professionals dealing in Income tax related issues and with the standing of 3 years as on 31.03.2018. The bidder should be in business of Centralised TDS filling in various banks in the last 3 financial years.		Certificate of Incorporation/ commencement of business/registered Partnership deed, in case of proprietary firm document evidencing the existence of proprietorship, whichever are applicable and documentary evidence showing bidders are in business TDS return filling in last 3 years.
3	The bidder should have a Minimum Turnover of Rs. 50.00 lakh and positive net worth and should have registered net profit in last three consecutive financial years i.e. 2015-16, 2016-17 & 2017-18. The necessary supporting document has to be submitted along with the Bid. .		Copy of Audited Balance sheet to be enclosed for three financial years as mentioned.
4	The bidder should be handling similar activity i.e. e-filing of		Copies of purchase orders evidencing

	TDS returns, TDS default rectification, e-filing of Form 15G/H, etc. for any two Public Sector Banks /RRB at the Bank level or for at least 400 branches per Public Sector Bank/RRB in any of the last three financial years i.e. 2015-16, 2016-17 and 2017-18.		work of nature as mentioned under the eligibility criteria from any Public Sector Bank/RRB indicating nature of activity performed, number of branches and period of assignment to be enclosed as part of technical bid.
5	The Bidder's account should not have been declared as a Non-Performing Asset (NPA) in the Books of any bank or financial institution for last three financial years i.e. 2015-16, 2016-17 and 2017-18. The bidder should not be involved in any litigation which threatens solvency of company		A certificate to this effect from the Auditor who has signed the Balance Sheet of the Bidder as on 31-03-2018. ---do-----
6	The bidder should not have been black listed / barred by any of the Government Departments / PSU's / Public Sector Banks / Public Sector Financial Institutions in the last three years.		Undertaking by Bidder.
7	The Bidder should have permanent office in India		Address proof of the office.
8	The bidder should have their own support Centre in India for providing 24 x 7 telephonic technical support and assistance services for immediate response and faster call resolution. Bidder has to provide details of the same with bid submission.		Documentary evidence of support Centre and resolution mechanism to be submitted.
9	The Bidder company/firm should not be owned or controlled by any Director or Employee (or Relatives) of Uttar Bihar Gramin Bank.		A self declaration by the Bidder on Company's / firm's Letter Head should be enclosed with Technical bid
10	a) If the bidder/ Vendor appear on the panel list of the Bank's Statutory Auditors as on 31.03.2018 and subsequently. The proposal for work of the Statutory Audit of the Bank should not be accepted by the		a) An irrevocable undertaking by the bidder to be submitted along with the bid documents agreeing for non acceptance of Statutory Auditor

	Vendor till the validity of the contract period. b) Bidder/ Vendor will not be allowed by the Bank to exit from the Contract in such cases.		work of the Bank. b) An undertaking to this effect should also be provided along with the Bid Document.
11	The bidder has to submit copy of PAN card, VAT / GST registration, shop and establishment license along with bid.		Copy to be attached.
12	The bidder should not outsource the contract to the sub-contractor. The bidder should deploy and manage the project with its resources.		An undertaking from the bidder.
13	Bidder has to provide solvency certificate for minimum Rs. 30 Lakhs from ant Public Sector Bank. The Solvency certificate should not be dated earlier than 30.09.2018.		Solvency Certificate
14	The company profile and latest list of the addresses / telephone numbers of the offices across India.		To be submitted
15	Complete set of RFP and corrigendum issued if any, duly signed by the authorized representative authorized by the company/firm to sign the bid document and make commitment on behalf of the bidder's company.		Duly signed to be submitted
16	Authorisation letter to participate in the bidding process and to execute contract, sign the documents on behalf of the Company / Firm.		To be submitted
17	The price discovered through online reverse auction as per the Annexure 5.2.3 is for one year. Bidder has to submit Performance Bank Guarantees to the extent of 10% of the total project cost i.e. total cost for 462 branches/ offices for three years.		A self declaration by the Bidder on Company's / firm's Letter Head stating that Performance Bank Guarantee will be submitted by them as per the RFP terms if the contract is awarded to them.

We confirm that we comply with the eligibility criteria mentioned above & the terms & conditions mentioned in the RFP Document are acceptable to us.

Dated this day of 2019

(Signature) (Name) (In the capacity of)
Duly authorised to sign Bid for and on behalf of

ANNEXURE- 5.7
BIDDER'S ORGANIZATION PROFILE

Details of the Bidder:

Name

Date of Incorporation and / or Certificate of incorporation/ commencement of business, registered Partnership deed, in case of proprietary firm document evidencing the existence of proprietorship

Brief description of the Bidder including details of its main line of business Company / firms website URL

Particulars of the Authorized Signatory of the Bidder

Name

Designation

Address

Phone Number (Landline)

Mobile Number

Fax Number

Email Address

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

For and on behalf of.....

Authorized Signatory.....

Designation.....

CONTACT INFORMATION

UTTAR BIHAR GRAMIN BANK

HEAD OFFICE,
SHARMA COMPLEX,
KALAMBAGH CHOWK
MUZAFFARPUR -842001

MR. MANISH KUMAR
Manager (Accounts)
MOB:
Email- smopr@ubgb.in

MR. R. K. Gupta
Chief Manager (Accounts)
MOB: 8102913788
Email: cmopr@ubgb.in

ANNEXURE- 5.10

PERFORMANCE CERTIFICATE

(To be provided on letter head of the issuing company)

Date:

To:
General Manager (GAD),
Uttar Bihar Gramin Bank,
Sharma Complex,
Kalambagh Chowk,
Muzaffarpur-842001

Dear Sir,

Ref: RFP No. dated

This is to certify that M/s _____ has successfully completed the project _____ on _____ . Thereafter, the said solution is running successfully at ours from _____ to _____ .

The services provided by the M/s _____ are satisfactory. The certificate has been issued on the specific request of the company.

Dated this day of 2019 at

For and on behalf of

Authorized Signatory

Designation

NON-DISCLOSURE AGREEMENT

Ref: RFP No.

dated

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at Muzaffarpur (Bihar) between:

Uttar Bihar Gramin Bank constituted under the RRB Act 1976 (23 of 1976), _____ having its Head Office at Sharma Complex, Kalambagh Chowk, Muzaffarpur, Bihar, 842001 (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as “_____” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of

an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

- (c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider / Vendor shall appoint any Sub-Contractor then the Service Provider / Vendor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) The statutory auditors of the Bank and
- (2) Regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof

- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - i) Suspension of access privileges
 - ii) Change of personnel assigned to the job
 - iii) Financial liability for actual, consequential or incidental damages
 - iv) Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals.

However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Muzaffarpur and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2019 at _____
(Month) (Place)

For and on behalf of -----

Name		
Designation		

Place		
Signature		

For and on behalf of -----

Name		
Designation		
Place		
Signature		

Annexure 5.12
Pre Bid Query Format

Ref: RFP No

dated

(To be provided strictly in Excel Format and one Hard Copy to be provided duly signed by the Authorised Signatory)

Bidder Name	Sr. No.	RFP Page No.	RFP Clause No.	Existing Clause	Query/ Suggestions