



**REQUEST FOR PROPOSAL
FOR
CENTRALISED WEB BASED E-TDS SOLUTION
(END TO END SOLUTION for TDS/TCS Compliance)**

Ref. No. HO:TDS:2021-22:KS:15 dated 22.10.2021

Issued by

**Bank of India
TDS Cell, Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor, Bandra Kurla Complex, Bandra
(East),
MUMBAI - 400051 (INDIA)**

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Website: www.bankofindia.com; Email- Ho.TDS@bankofindia.co.in

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A) APPLICATION FORM

Name of the firm/company: _____

Address: _____

Email: _____

Phone Numbers: _____

Mobile No.: _____

Fax No.: _____

DD / Pay order no. with date _____

COST OF RFP: Rs. **41,300/-** (Rupees Forty One Thousand Three Hundred Only, inclusive of GST) (Non-refundable) by DD/Pay Order from Scheduled Commercial Bank favouring "Bank of India" payable at Mumbai" for each applicant.

B) KEY INFORMATION

1.	RFP reference	HO:TDS:2021-22:KS:15dated 22.10.2021
2.	Purpose	For Centralized Web Based e-TDS Solution (end to end solution)
3.	Mode of Tender	Offline, it is mandatory for Bidders to submit the Technical and Commercial Bids in Physical Documents.
4.	Date and time of commencement of Bidding Process (i.e. posting of tender document on website)	Date: 22.10.2021
5.	Last date and time for submission of queries by email	Date: 29.10.2021 Time: 05:00 p.m. (Ho.TDS@bankofindia.co.in)
6.	Date and time for issuing clarifications to Queries, by the Bank	Date: 02.11.2021
7.	Last date and time for submission of bids	Date: 15.11.2021 Time: 03:00 p.m.
8.	Address for submission of bids	Bank of India Finance Department, Head Office, Star House – I, C-5, “G” Block, 8th Floor (East Wing), Bandra Kurla Complex, Bandra (East), Mumbai - 400051
9.	Date & venue of opening of eligibility cum technical bids	Date: 15.11.2021 Time: 04:00 p.m. Bank of India Finance Department, Head Office, Star House – I, C-5, “G” Block, 8th Floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400051
10.	Cost of RFP (Non-refundable)	Demand Draft of Rs. 41,300/- (inclusive of GST@18%) (Rupees Forty one Thousand Three Hundred Only) in favour of “Bank of India”
11.	Earnest Money Deposit (EMD)	The bidder is required to mandatorily submit in Annexure -IX (Bid Security Declaration) as Bid Security for participation in the RFP.
12.	Validity period of the Proposal/Bid	180 days after the last date of submission of proposal/bid.

The eligible bidders, who would qualify as per the eligibility criteria stated in **Para No. 3 read with Annexure - III**, would be informed by the Bank through e-mail. Subsequently, these eligible bidders would be invited for presentation to the appointed internal committee. The technical proposals including presentation shall be evaluated based on parameters given in **Para No. 11 read with Annexure-V** and the bidder securing minimum 70% as per the evaluation criteria stated in **Annexure-V** shall be considered as qualified for opening of financial bid which shall be opened subsequently.

Notes:

1. This Bid Document is not transferable.
2. This Bid Document is the property of Bank of India, Finance Department, Head Office, Star House – I, C-5, “G” Block, 8th Floor, Bandra Kurla Complex, Bandra (East), Mumbai – 400051.
3. In case it happens to be a Bank holiday or non-working day then the date of submission and the date of opening of bid will automatically stand postponed to the next working day on the same timing at the same venue.
4. Address & contact details for submission of bid and communication:
Shri Vineet Srivastava
Asst. General Manager (Finance),
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor, Bandra Kurla Complex, Bandra (East),
Mumbai – 400051
Phone: 022-6668 4848/4817/4845
Fax: 022- 6668 4851
Website: www.bankofindia.co.in
Email: Ho.TDS@bankofindia.co.in

Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Bank of India expects the vendors or any person acting on behalf of the vendors strictly adhere to the instructions given in the document and maintain confidentiality of information. The vendors will be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Bank In the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

1. OVERVIEW OF BANK OF INDIA

Bank of India, a body corporate, established under the Banking companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head Office at Bank of India, Star House, 'G' Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, India and having a network of 5000+ branches/offices as on 31.03.2021, spread across the length and breadth of the country with presence in all the States and Union Territories.

2. CONTEXT OF THE ASSIGNMENT

Bank intends to have an end to end solution to cater to its needs related to e-TDS. The tax has to be deducted at source in compliance with the Income Tax Act and Rules, from Depositors, Vendors, Employees, Pensioners, etc. The said deductions are being done at Branches, Zonal Offices and other administrative office levels.

In order to comply with the Income tax rules, Bank has to file different types of statements viz, Form No. 24Q, 26Q, 27Q, 27EQ, 27D, Form No. 15G/H, Form No. 15CC, etc. At present, we are having approximately 5000+ branches / offices on PAN India basis and are registered branch/office/department-wise in order to comply with Income-tax guidelines i.e. we have 60+ TANs for our all Zonal Offices and other office/Head office departments . The process of centralisation of TDS Returns has already commenced and TDS return in Form No. 24Q is being filed in single TAN and Form No. 24Q(pensioners)/26Q/27Q/27EQ/27D/15G/15H, etc. is being filed in respective ZO TANs / HO Department TANs as the case may be.

Presently, Bank is handling appx. 2 crore records per quarter, which is increasing continuously. The exact number of records per quarter may vary as per applicability of Income-tax Rules enforceable at the time of filing returns. Remittance of TDS and filing of e-TDS return is required to be done effectively at ZO/Department TAN-wise and also filing of Form No. 15G/H related returns under the TAN of respective ZO/Department within prescribed time limit.

The bank intends to avail services for:

- (i) Centralized TDS compliance at ZO level/HO level as the case may be.
- (ii) Remittance of TDS as well as filing of TDS returns are to be done initially ZO TAN wise which will be subsequently consolidated at Corporate Office level - TAN centrally.
- (iii) To centrally file the return in Form 61 based on the Form 60 data captured from the Banks data source. (services to be utilised by other HO Departments dealing with the matter)
- (iv) To centrally file return in Form 61A (Specified Financial Transactions) & Form 61B (Reporting under FATCA & CRS) based on the data captured from the Banks data source. (services to be utilised by other HO Departments dealing with the matter)
- (v) Preparation, generation, uploading of e-TDS returns and downloading of Form No. 16/16A for all the branches/offices shall also be centralized

(vi) To facilitate bank in clearing defaults of various branch/office wise erstwhile TANs (5000+) so as to surrender the Branch wise TAN to IT Department. Till the TAN of branches/offices are surrender the selected vendor is to file NIL return for all the branches/Offices.

(vii) Remittance of TCS as well as filing of TCS returns in Form no. 27EQ and filing of Form no. 15CC based on the data provided by Banks data source (Services to be utilized by TDS cell and other HO Department dealing with the matter).

viii) To Reconcile TDS/TCS receivable between TDS/TCS receivable as per Bank's book and data reflected on Form 26AS of the Bank.

The Bank requires Enterprise level End to End solution to file various TDS, TCS and other related returns in compliance with the Income Tax guidelines without any limitation in respect of number of Branches/ Zonal Offices/ TAN numbers, no. of employees, etc. The scope of work should also cover future changes/insertion of new provisions in income tax act relating to TDS, TCS, etc. from time to time by Government of India.

In addition to the above requirements, the selected bidder(s) may also be required to provide the solution and services to Bank's sponsored RRBs (presently 3 in number) at the proportionate rate on the basis of number of records/Number of branches/offices for which they would be required to enter into separate contract with them.

3. PRE-QUALIFICATION CRITERIA

Only those Bidders who fulfil the Eligibility Criteria mentioned in **Annexure-III** are eligible to respond to the RFP. Offers received from the Bidders who do not fulfil any of the eligibility criteria mentioned are liable to be rejected.

4. SCOPE OF WORK – As per Annexure – IV

5. GENERAL PROVISIONS

- a) Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and/or its representatives, employees leading to breach of any of the provisions of law faced, suffered or incurred by the Bank.
- b) Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or things done or omitted to be done or undertaking made or deficiency in service by Bidder, its employees, officers, agents, Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Bidder and /or make deductions from the amount payable by the Bank to Bidder.

- c) Neither the contract which will be entered by the Bank with the Bidder nor any action taken by the Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Bidder and the Bank hereunder is on Principal-to-Principal basis. Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.
- d) That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to
- i) all books, records, information of the Bidder;
 - ii) any documents, records of transactions and other necessary information processed/ stored by, given to the Bidder; and
 - iii) any document/information given by the Bank to the Bidder and / or relevant to the outsourced activities available with the Bidder pertaining to the services provided under this Agreement by the Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.

All actions and activities performed within the system should have a full audit trail that not only simplifies troubleshooting and problem resolution but also provides an audit document to pinpoint accountability. The application architecture should also provide for easy drill down and scale up of information. Business logic should be available and verifiable "as of" a particular point in time to support comprehensive auditing requirements.

There should also be proper audit trail of addition, deletion, modification, activation, deactivation etc. of users and their system rights. In addition there should also be proper audit trail of addition, deletion, modification, at the record level showing the changes, users, date and time stamp.

The system should have the ability to generate a detailed audit trail on a daily basis for the following minimum features:

- i) Attempted unauthorized logins
- ii) Time of login and logout
- iii) Change of passwords
- iv) Change of parameters
- v) The audit trail should be at a granular level, and track the user across each activity
- vi) All transactions should be time stamped with user ID along with details of modification, if any
- vii) Details of databases accessed and modified by the users should be maintained by the system
- viii) The system should have the ability to store and track all system events, including corrections and cancellations by multiple criteria
- ix) The system should maintain an error log in case of missing and/or erroneous data
- x) The system should maintain an error log in case of missing and/or erroneous data

- e) The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Bidder or any documents/records of transactions and other necessary information given/stored or processed provided by the Bank, to Bidder and in turn provided by Bidder to another agency, in order to render the required Services to the Bank.
- f) Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Bidder in writing by the Bank, provided to Bidder by the Bank, in order to render the required Service to the Bank.
- g) That due diligence/KYC/physical verification of employees of the firm/company will be done and proper record of the same will be maintained.
- h) That adequate steps will be taken to build strong safeguards to avoid the co-mingling of information/documents/records and assets of the Bank with other organizations for whom Bidder undertakes similar services.
- i) That the Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.
- j) The Bidder will conform to the laws, rules and regulations as stipulated by the Central/State Government/Reserve Bank of India/ and/or any regulatory authority in regard to employment of agents/associates/employees, etc. including the Minimum Wages Act.
- k) The Bank shall have the right to cancel the RFP process at any time prior to award of Contract, without thereby incurring any liabilities to the Bidder(s). Reasons for cancellation, as determined by the Bank, in its sole discretion, may include but are not limited to, the following:
 - i) Services contemplated are no longer required;
 - ii) Scope of work was not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
 - iii) Proposed fees are unacceptable to the Work;
 - iv) The Project is not in the best interest of the Bank;
 - v) Any other reason.

Until a formal contract is prepared and executed, this offer together with Bank's written acceptance and notification of award shall constitute a binding contract with the bidder.

6. INSTRUCTION TO BIDDERS

6.1 BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be rejected as non-responsive. Bid valid for shorter period than 180 days shall be rejected by the Bank as non-responsive. Bidding shall be made in Indian Rupees only.

The Bidder shall bear all the costs associated with the preparation and submission of their 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.

The applicable taxes on the fee will be paid as per the tax rate prevailing at the time of actual payment. No out of pocket expenses shall be borne by the Bank. The Commercial proposal shall not include any conditions attached to it. Any such conditional Commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.

The selected bidder will be associated with the Bank till the completion of assignment. The payment terms are as given in the **Para 7 of Annexure-I**. The payments shall be made only upon the completion of the work / assignment to the satisfaction of the Bank in each of the phases/stages.

The Bank reserves the right to reject any or all of the responses to this RFP without assigning any reason. The proposal will be the basis of contract to be signed with the selected bidder. The contract shall be finalized within 30 days from the date of issuance of the final selection letter.

The Bank is not bound to accept any proposal, and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the bidder.

Any effort by a bidder to influence the Bank in evaluation of the Bank's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and the Bank, shall be written in English.

6.2 SIGNING OF BID DOCUMENT

Each page of the bid shall be made in a legal name of the bidder and shall be duly stamped. An authorized representative/signatory of the bidder shall initial all pages of the original technical and commercial proposals. The proposals should include a copy of board resolution / power of attorney of the company to sign the Bid documents is to be submitted with bid documents. The signed technical and commercial proposals shall be marked "original".

6.3 AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank.

All amendments shall be uploaded on the Bank's website (www.bankofindia.co.in) and will be binding on all those who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take the amendment, if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

6.4 SUBMISSION, RECEIPT AND OPENING OF TECHNICAL AND COMMERCIAL PROPOSAL:

The Proposal shall be in two parts:

- i) Technical Proposal
- ii) Commercial Proposal.

Both the Technical and Commercial proposals shall be submitted in Separate Sealed envelopes super scribing "TECHNICAL PROPOSAL FOR CENTRALISED WEB BASED E-TDS SOLUTION: TENDER REFERENCE NO. HO:TDS:2021-22:KS:15" on top of the envelope containing technical bid and "COMMERCIAL PROPOSAL FOR CENTRALISED WEB BASED E-TDS SOLUTION: TENDER REFERENCE NO. HO:TDS:2021-22:KS:15 on top of the envelope containing Commercial Bid.

These two separate sealed envelopes should be put together in a master envelope duly sealed and super scribing " CENTRALISED WEB BASED E-TDS SOLUTION: TENDER REFERENCE NO. HO:TDS:2021-22:KS:15" and should be sent at the following address:

The General Manager
Finance Department, Head Office,
Star House – I, C-5, "G" Block, 8th Floor, East Wing
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051.

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. Any bid received by the Bank after the deadline for submission of bid will be rejected. If the specified date of submission of bids is declared a holiday for the Bank, the bids will be received up to the specified time in the next working day. The Bank may, at its discretion, extend this 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.

The original proposal, both technical and commercial proposals, shall contain no interlineations or overwriting. Any interlineation, erasures or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

The bidders are expected to examine their technical proposal in detail and material deficiencies, if any, in providing the information requested may result in rejection of technical proposal. However, the Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

The Bank shall not be responsible for postal delay, misplacement, loss or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a reason for rejection of the proposal.

The sealed master envelope containing the technical proposal and commercial proposal should be submitted at the above mentioned address not later than prescribed time limit mentioned under “Key Information”. Any proposal received by the Bank after the deadline for submission shall not be accepted.

The sealed master envelope containing the technical and commercial proposals shall be opened on the date mentioned under the “Key Information”. The sealed envelope of technical proposal shall be opened while the commercial proposal shall be kept in the sealed envelope to be opened on the date decided by the Bank later on. Representative(s) of Bidders may be present during opening of the Technical proposals. However, Technical Proposals would be opened even in the absence of any or all of the bidder's representatives.

Bids once submitted will be treated as final and no further correspondence will be entertained in this regard. No bid will be modified after the deadline for submission of bids. Withdrawal of a Bid during this interval may be considered as violation of RFP terms and necessary action may be taken as per Annexure IX i.e. **Bid Security Declaration**. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful Bidder.

a) Technical Bid

TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, technical aspects, Compliance statement and Terms & Conditions, etc. mentioned in the RFP, and NOT contain any pricing or commercial information at all. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened, examined and evaluated. Bidders who have scored minimum 70 out of 100 on technical evaluation criteria as mentioned in **Annexure-V** will only be considered besides confirming compliance of all the terms & conditions of RFP document. The Commercial Bids of the applicants with technical marks less than 70 will not be considered for commercial/financial evaluation.

b) Commercial Bid

In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short listed after evaluation as detailed in **Annexure-V**, will be opened.

The commercial proposal should be submitted as per **Annexure VIII** and should clearly indicate the total cost of the proposal in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Commercial Proposal, the lower of the two shall prevail.

7. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

The Bidder may request a clarification on any clause of the RFP documents on our e-mail: Ho.TDS@bankofindia.co.in latest by 05:00 pm on 29.10.2021. The response to the same will be given by Bank by e-mail only. The response of the Bank will be published on the Bank's website without identifying the source of the query. Should the Bank deem it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph mentioned herein below.

The Bank may modify the bidding document by amendment based on the feedback / clarification. The amendment will be binding on all the bidders.

Any clarification issued by the Bank will be in the form of an addendum/ corrigendum and will be available in the Bank's website: www.bankofindia.co.in

The Bank, reserves its rights to extend the deadline for submission of bids in the interest of the Bank. Interested applicants are advised to frequently visit the website for updating themselves about changes, if any.

8. TERMS AND CONDITIONS OF THE BIDDING FIRMS:

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders are advised to clearly specify the deviations, in case terms and conditions of the contract applicable to this invitation of tender are not acceptable to them. It will be at Bank's discretion to accept the deviation. Decision of the Bank will be binding upon the Bidder.

9. LOCAL CONDITIONS

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost. Bank shall not bear any additional cost on any such expenses. The bidder should comply Data Localization guidelines as issued by GOI, RBI and other authorities

10. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank`s action. The Bank reserves the right to accept or reject any technology proposed by the vendor. The Bank reserves the right to select more than one vendor keeping in view its large requirements.

11. EVALUATION AND AWARD CRITERIA

After opening of the technical bids, the bids are evaluated on the basis of documents and annexure (except commercial documents/offer) submitted by the bidder.

The Bidders, who qualify as per mandatory eligibility criteria mentioned in **Annexure III**, will be called to make a presentation before the Bank`s appointed committee.

The Bank will require the Bidders to make presentations regarding the various aspects of the TDS centralization and compliance thereof. This process will also enable the Bank to clarify issues that may be identified from the Bidder`s responses to the RFP. The Evaluation Committee decided by the Bank would be scoring the presentation made by the Bidders at Bank`s premises as per **Annexure V**.

The Bank shall rank the technical bids received on the basis of parameters used in scoring the bidders on technical parameters as per **Annexure V** and as per the presentation given. The individual company /firm with a separate registration number is to be considered for eligibility and scoring.

The commercial proposal (for qualified applicants as per Para above) will be opened subsequently. Final selection will be made as per scoring sheet -**Annexure VIII-A**.

11.1 REVERSE AUCTION PROCEDURE

Bank may, at its discretion, hold the Reverse Auction. The procedure in this regard will be informed to the Bidders, if this option is adopted by the Bank.

12. CONTRACT FINALIZATION

The Bank and the selected bidder shall finalize the terms of contract to be executed as per the prescribed terms of the Bank. The Bank shall have the right not to enter into the contract with the bidder, if the bidder fails to fulfill the terms and conditions laid down in the bid document. In such an eventuality, the Bank reserves the right to reject the proposal and restart the entire process.

13. CONFIDENTIALITY

The bidder shall not, without the Bank`s prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Bidder will have to sign Bank`s approved Non-Disclosure Agreement (NDA).

14. NON DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the Bidder, and its implementation thereof, the Bidder may have access to the confidential information and data of the Bank and its customers. The Bidder will enter into a Non-Disclosure Agreement to maintain secrecy of Bank`s data as per following:-

- That the Bidder will treat the information as confidential and shall not disclose to any third party. The Bidder will also agree that its employees and/or representatives shall maintain confidentiality of the confidential information.
- That the Bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without written consent of the Bank. That the Bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the Bidder shall use reasonable efforts to advise the Bank immediately in the event that the Bidder learns and/or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the Bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the Bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee and/or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the Bidder will strictly maintain the secrecy of Bank`s data.

15. ASSIGNMENT

- i. The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank`s prior written consent.
- ii. If the bank undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the bidder under this RFP. However, if the bidder undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc. such act shall not affect the rights and interest of the bank and bidder shall continue to support bank till the end of contract period as per SLA signed between bank and bidder

16. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Competent Authority (Chairman/Executive Director/General Manager & CFO) of the Bank shall appoint some official to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on any ground whatsoever.

In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Mumbai.

17. DISCLAIMER

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 by or on behalf of Bank of India (Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by 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 advice.

Bank of India makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. Bank of India may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Bank of India reserves right to reject any or all the bids / proposal received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Bank of India in this regard shall be final, conclusive and binding on all the parties.

Subject to the contrary, and to the maximum extent permitted by law, Bank of India and its officers, directors, employees, contractors, agents and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on it.

18. FORCE MAJEURE

Notwithstanding the above provisions, the Bidder shall not be liable for penalty or termination for default if and to the extent that it's 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.

19. Make In India Clause

Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make In India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion letter No. P-45021/2/2017(BE-II) dated May 29, 2019. Revision issued letter No. P-45021/2/2017(BE-II) dated June 04, 2020.

- (a) Among all qualified bids, the highest scoring bid in Techno-commercial evaluation will be termed as H1 and the contract will be awarded to the H1 bidder.
- (b) The local Service Provider at the time of submission of bid shall be required to provide a certificate as per Annexure from the statutory auditor or cost auditor of the company (in the case of companies).

20. CERTIFICATE OF LOCAL CONTENT

Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Service Providers other than companies) giving the percentage of local content, on their letterhead with Registration Number with seal. **(Annexure XXI)**

TERMS AND CONDITIONS OF CONTRACT

1. SIGNING OF CONTRACT

The Bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), Deed of Indemnity and integrity Pact (IP) with Bank on stamp paper as per Bank's prescribed format, within 30 days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions to be signed at the time of execution of the Form of Contract. The bidder shall pay for all stamps and legal expenses incidental thereto.

The failure or delay or evasion on part of the Bidder to execute the Contract/ Agreement within the period mentioned will result in expiry of the validity of the bid. In such a case the bid security deposited by the bidder shall be forfeited by the Bank, without further notice to the Bidder.

The failure, delay or evasion on the part of the Bidder to commence project within 15 days from the date of execution of the contract will result in termination of the contract and in case of termination of contract on this account, in addition to the termination of the contract, Bank shall have the absolute right to invoke the Financial Bank guarantee and adjust the said amount towards loss and damage suffered by the Bank.

This contract shall be based on this RFP document (read with addendums/ Corrigendum/ Clarifications) and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However, the terms and conditions of RFP shall constitute a binding contract till such a contract is issued.

2. DURATION OF CONTRACT

Bank will enter into contract initially for a period of three (3) years and (6) months including hosting the application and rendering consultancy services on the rates derived through this RFP Process, Bank also reserves the option to purchase the hosted software application duly updated and upgraded with source code at any stage during the currency of contract period at the cost negotiated with the Bidder as an optional item in the commercial offer.

However, the contract period for hosting the software application and consultancy services should be extendable after completion of 3 years and 6 months for a further period 1 year or any other period as decided by Bank on mutually agreed terms and costs, if the Bank so desires.

3. PERFORMANCE BANK GUARANTEE

The Bidder has to submit the Performance Bank Guarantee , detailed as under:

- (i) The Selected bidder shall furnish an unconditional and irrevocable Bank Guarantee of 3% of the total value of contract as per **Annexure XVI** in favour of the Bank, from a scheduled Commercial Bank / Nationalized bank of India, other than Bank of India, towards **performance of the contract** in accordance with the specification and conditions of the bid document and agreed upon on final bid evaluation. The bidder shall submit the above guarantee within 15 days from the Purchase Order date. The Contract Performance guarantee shall be kept valid up to the end of the contract period i.e. for a period of 3 years and 6 months from the start date of the contract, with **continuous period, without any break period**. The guarantee shall contain a claim period of at least six months from the last date of validity.
- (ii) The proceeds of the Performance Security shall be payable to the Bank as compensation for any loss resulting from the Service Provider/Integrator's failure to complete its obligations under the Contract.
- (iii) The Performance Security shall be denominated in Indian Rupees and shall be by way of Bank Guarantee issued by a Public Sector Bank in India (Other than Bank of India), acceptable to the Bank in the **Annexure XVI** provided in the Bid. Bank has full right to add further details in the above mentioned performance security format for protecting the bank's interest
- (iv) In the event of any contract amendment, the Service Provider shall furnish the amendment to the Performance security within 21 days after receipt of such amendment, rendering the same valid for the duration of the Contract. In the event of any correction of defects or replacement of defective systems during the maintenance period, the performance guarantee for a proportionate value shall be extended for affected duration.
- (v) The Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due and also on mutual consent. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice.
- (vi) The Performance Bank Guarantee will be furnished for due performance of the contract. The Bank reserves the right to recover any dues payable by the selected the bidder from any amount outstanding to the credit of the selected the bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract
- (vii) Bank shall invoke the performance guarantee in case the selected Bidder submits any false information or declaration letter during the tender process or period of rate contract, fails to discharge their contractual obligations during the period or if in the opinion of the Bank the bidder has failed / fails to perform the assignment under the contract to the satisfaction of the Bank or if the Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. The invocation of performance bank guarantee will not be applicable in case the delay is for reasons attributable to

the Bank and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Bank and Force Majeure. The decision taken by the Bank in this regard shall be final and Service Provider shall not dispute the same.

4. ACCEPTANCE OF ORDER

Bidder shall be required to accept the contract/order within seven days from the date of contract/order placement.

Bank has a right to cancel the contract/order and forfeit the bid security, if the same is not accepted within a period of 7 days from the date of contract/order.

5. DELIVERY AND INSTALLATION

Installation and implementation to be completed within 3 weeks from the date of Purchase order on DC / DR site. The point of delivery/ destination will be as defined by the Bank in the purchase order.

For this purpose delivery means:

Delivery of all the ordered equipment/software at the site along with the set of document/CDs on operational use of the equipment / software, one set of CD/DVD containing the original system software and all the relevant documentation of the system and on utilities as specified in the orders.

6. ACCEPTANCE TEST

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 and bugs 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.

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.

7. PAYMENT TERMS

➤ Support and consultancy charges for Return filing

To be paid on receipt of invoice on quarterly basis after successful download of FORM16 / 16A and all return filing acknowledgements as per scope of work for the concerned quarter as under :

- 25% of the total yearly fees

8. TAXES

- i) The prices are inclusive of all charges, Taxes, Statutory levies, etc. except GST which will be paid on actual basis.
- ii) Service Provider's staff, personnel and labour will be liable to pay personal Income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

9. PENALTY CLAUSE

Any interest/ 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.

If vendor fails to complete all phases/ stages/clauses as defined in scope within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price, as liquidated damages, a sum equivalent to 1% of the total project cost for each week of delay and / or part thereof until completion of project or until the cancellation of order. In such case, the Bank shall also be within its right to cancel the order in case of services not affected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor from this contract, or any other contract.

If the Bidder fails to perform its obligation as per this RFP or subsequent Agreement then Bank reserves the right to get the balance work executed by another Bidder as per choice of Bank and Bidder shall be liable to bear the expenditure which Bank may incur for the execution of balance work and its completion.

Penalty related to VA/PT compliance

Closure of VA / PT, and SCD Points on any / all infrastructure deployed for functioning of website (i.e. all Hardware / Software / Middleware) . All identified vulnerabilities over underlying infrastructure to be patched as per respective OEM recommendations.

Failure to close these calls within timelines will attract penalties based on criticality of calls.

- | | |
|---------------------|-----------|
| a.Critical Category | – 5 Days |
| b.High Category | – 10 Days |
| c.Medium | - 15 Days |
| d.Low | - 20 Days |

For breaches for timelines under Critical & High Category

–Penalty of Rs. 1,000/- per day per vulnerability for delay in mitigation/ fixing vulnerabilities.

For breaches for timelines under Medium Category

–Penalty of Rs. 500/- per day per vulnerability for delay in mitigation/ fixing vulnerabilities.

For breaches for timelines under Low Category

–Penalty of Rs. 200/- per day per vulnerability for delay in mitigation/ fixing vulnerabilities.

10. CANCELLATION OF PURCHASE/ SERVICE ORDER/ CONTRACT

After issuance of purchase order/service order/contract to Bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

- (i) Non submission of acceptance of order within 7 days of placement of order.
- (ii) Non submission of performance bank guarantee within stipulated time as specified in the RFP.
- (iii) Non signing of contract within the time specified by Bank.
- (iv) If deliverables are not performed within stipulated time Bank may cancel the entire contract after giving 30 days' notice.

11. SIGNING OF PRE CONTRACT INTEGRITY PACT

The bidder should undertake for signing of the Integrity Pact as per the Proforma (**Annexure-X**) provided by the Bank to the bidder as per CVC guidelines.

12. DELAY IN THE BIDDER`S PERFORMANCE

Delivery of the performance of the Services shall be made by the bidder in accordance with the time schedule specified by the Bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

13. INDEMNITY

Indemnity

Bidder shall indemnify the Bank and keep indemnified the Bank against all liabilities, claims, costs, expenses, taxes, any loss, damages, and assessments including penalties, punitive damages, attorney's fees and court costs etc to the Bank on account of any act or omission on the part of the Company in providing the Deliverables and services under the Contract. The Company also do hereby Indemnify the Bank, and shall keep indemnified and hold the Bank harmless from and against any and all losses, liabilities, claims, actions, damages, costs and expenses (including attorneys' fees) without any cap relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of: (a) an act

or omission of misconduct and/ or negligence of the Company, its employees, its agents, sub-contractors in the performance of the obligations of the Company under this Agreement and/ or (b) Claims against the Bank, made by employees and/or other persons who are deployed by the Company; and/or (c) Breach of any representation or warranty of the Company under this Agreement; and/or (d) Violation of the Confidentiality obligations under this agreement by the Company and/or its officials and/or employees and/or any other person employed by them in connection with the Contract; and /or (e) Any breach of Intellectual Property Rights (IPR) due to violations by the Company on materials if any supplied by the Company and /or (f) any fraud committed by Vendor, its employees, sub contractors, agents etc .

The Bidder shall be responsible to comply with all the responsibilities including those imposed under any contract, local or national law or laws, and/or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary thereunder to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the service supplied by the bidder covered under the purchase contract or the use thereof, the bidder irrevocably undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

14. TERMINATION OF CONTRACT

The quality of services given by the bidder & progress of the project will be reviewed fortnightly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following :

- (i) Excessive delay in execution of order placed by the Bank
- (ii) Discrepancies / deviations in the agreed processes and/or products
- (iii) Violation of terms & conditions stipulated in this RFP

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

- (i) On refusal to take up the allotted assignment.
- (ii) If the firm stands dissolved / reconstituted and/or the name/style of the firm is changed.
- (iii) On not abiding by the terms and conditions stipulated in the agreement.

- (iv) If the performance of the Bidder is not found satisfactory (viewed as such by the Bank`s appropriate authority).
- (v) Unnecessary or unwarranted delay in execution of the work allotted. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- (vi) Delay in providing the requisite manpower at the Bank`s site.
- (vii) Delay in submission of reports beyond the stipulated periods.
- (viii) Inability of bidder to keep the data of Bank as confidential.
- (ix) Breach of trust is noticed during any stage of the consultancy assignment.
- (x) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- (xi) In case the selected Bidder fails to deliver the service as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar service from alternate sources at the risk, cost and responsibility of the selected Bidder.
- (xii) Any other reason at Bank`s discretion.

This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- The other Party becomes the subject of a court order for its winding up.

The selected Bidder understands the strategic importance of this Project and that it would require tremendous commitment of technical resources for the same from the selected Bidder for the tenure of this RFP and subsequent Agreement. Without prejudice to the rights of the Parties, upon termination or expiry of the Agreement, the Bank shall pay to the selected Bidder, of the following:

- All the fees outstanding, till the date of termination plus notice period, on completion of work on phase/stage wise basis.
- Upon the termination or expiry of this RFP and subsequent Agreement, the rights granted to the selected Bidder shall immediately be terminated.

Upon the Bank`s request in writing, the selected Bidder shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the selected Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances.

Further, in addition to the cancellation of order, the order shall be passed to next qualified bidder at the sole discretion of the Bank.

In addition to the cancellation of the order, Bank reserves the right to appropriate the damages from the bid security, given by the bidder and/or foreclose the bank guarantee given by the bidder. In such event, the order shall be passed to technically qualified Level-2 bidder, provided Level-2 bidder is prepared to match prices and other terms & conditions. Bank reserves its right to cancel the order even after placing the letter of Intent (LOI) / Purchase Order, if Bank receives any directions / orders from Statutory Body / RBI/ Government of India in a nature that binds the Bank not to take the project forward. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the Bank guarantee under this contract.

15. CONFLICT OF INTEREST

Bank of India requires that the selected bidders provide professional, objective, and impartial advice, and at all times hold Bank`s interest paramount, strictly avoid conflicts with other assignment(s)/ job(s) or their own corporate interests, and act without any expectation / consideration for award of any future assignment(s) from Bank of India.

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

- i) **Conflicting assignment/job:** The bidder (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.
- ii) **Conflicting relationships:** The bidder (including its personnel) having a business or family relationship with a member of Bank`s staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Bank of India throughout the selection process and the execution of the contract.

iii) Solicitation of Employees

The selected Bidder, during the term of the contract, shall not without the express written consent of the Bank, directly or indirectly:

- a) Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The key persons identified for the project should carry out their activities from the premises of the Bank at Mumbai.

The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

- iv) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders / their representatives, who choose to attend. The date and venue for opening the Commercial Bid shall be separately informed to the bidders who come out successful in the technical evaluation process.
- v) It is also clarified that in case of any difference / change between Bid/ response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.
- vi) The bidder shall furnish the following Undertaking as a part of the proposal.

“To the best of our knowledge, belief and document on record, we certify that there has been no conviction by a Court of Law for misconduct, guilty or indictment / adverse order by a regulatory authority for an offence against us or any of the proposed members of engagement team for this assignment and if it arises we will intimate the Bank of the same”.

16. ASSIGNMENT

The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank’s prior written consent.

If the bank undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the bidder under this RFP. However, if the bidder undergoes an amalgamation, take over, consolidation, reconstruction, merger, change of ownership etc. such act shall not affect the rights and interest of the bank and bidder shall continue to support bank till the end of contract period as per SLA signed between bank and bidder. The bidder shall not assign or outsource the works undertaken by them under this RFP. The Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank. The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

17. REPRESENTATIONS AND WARRANTIES

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

- b) That the bidder is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless Bank specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.
- d) That the Applicant has the professional skills, personnel and resources / authorizations / approvals / infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.
- e) That the Applicant shall use such assets of Bank as Bank may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- f) That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its directors, officers, employees, representatives, bidders and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- g) That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- h) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- i) That there are no legal proceedings pending or threatened against bidder or any of its partners or its team by any statutory or regulatory or investigative agencies which adversely affect/may affect performance under this Engagement.
- j) That the Applicant has the corporate / legal power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate / legal action to authorize the execution, delivery and performance by it of the Engagement.
- k) That all conditions precedent under the Engagement has been complied with.
- l) That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement:

- 1) Will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder
- 2) Will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

18. AUTHORISED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements / contracts with the Bank, raise invoice and accept payments and also to correspond. In case of LLP / partnership firms, the bidder is required to submit Power of Attorney (along with the certified true copy of Board Resolution, in case of LLP) to establish the authentication of authorized signatory. The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.

19. OWNERSHIP AND RETENTION OF DOCUMENTS

The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Bank, the Bidder shall deliver to the Bank all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by the Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such Documents. The selected Bidder shall preserve all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of the Bank in this regard.

20. DATA OWNERSHIP

The customer data (name, address, account details, etc.), audit data, or any other data provided by Bank to bidder is exclusively the property of Bank of India. The ownership of the data will also include Bank of India's transaction data.

21. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/

staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder. The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

22. INTELLECTUAL PROPERTY INDEMNITY AND INDEMNITY AGAINST MISUSE OF LICENSE

The selected bidder undertakes to indemnify Bank of India and its officers, employees and agents against any and all liability, including costs, for:-

- a) Actual and/or alleged, direct and/or contributory infringement of, and/or inducement to infringe, any Indian and/or foreign patent, trademark and/or copyright, arising out of the performance of this contract.
- b) Actual or alleged direct or contributory infringement or misuse by bidder of, any license issues arising out of the execution of this contract.

23. VIOLATIONS OF TERMS

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

24. GOVERNING LANGUAGE

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

25. TERMINATION FOR DEFAULT

25.1 The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:

(a) if the **Service Provider** fails to deliver any or all of the Products and Services, within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;

OR

(b) if the **Service Provider** fails, to perform any other obligation(s) under the Contract.

25.2 In the event the Bank terminates the Contract in whole or in part, it may procure, up on such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Service Provider shall be liable to the Bank for any excess costs for such similar Products or Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

26. Termination for Insolvency

The Bank may, at any time, terminate the Contract by giving 7 days written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, 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

27. Termination for Convenience

In addition to the right of the Bank to terminate the contract for the delayed/unsatisfactory/nonperformance of the Vendor and/or for various reasons detailed above, the Bank shall also be entitled to terminate the Contract at any time for its convenience by giving one month notice to the Vendor. It is hereby clarified that the termination for convenience shall be without any compensation to the Vendor and in case of termination for any reason, the Bank shall not be liable to pay any fee/consideration for the contract which is not performed. It is also clarified that the Vendor shall not be entitled to terminate the contract.

In any situation which leads to termination of agreement prior to the expiry of the contract period, the bidder has to ensure to provide necessary co-operation for

migration of entire setup (not limited to complete solution/ site and data) to the alternate vendor identified by the bank and bank team

28. Independent External Monitors (IEM)

Bank of India has empanelled Independent External Monitors (IEMs) for implementation of Integrity Pact (IP) in respect of procurements as per directives received from the Central Vigilance Commission (CVC).

The details are as under –

1	2
Shri P.K.Dash, IAS (Retired) Bhopal Mobile Number. 9425011441 E-mail: pkdash81@gmail.com	Shri Salil Kumar Jha, Ex-MD HAL New Delhi Mobile No. 9838106717 E-mail: skjha_lck@rediffmail.com

29. Integrity Pact

Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) (in Format Pre-Contract Integrity Pact (**Annexure-X**)) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected.

IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of Integrity Pact is attached as per Format (**Annexure-X**), for strict compliance and mandatorily to be submitted with the bid document by the bidder. The integrity Pact shall be executed on applicable stamp paper and charges of the same shall be incurred by the bidders.

30. GOVERNING LAW /JURISDICTION

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

31 Transition

The Bidder needs to complete the transition of in-scope solutions/system and services **within 3 (Three) months** from the date of Purchase Order given by the Bank. Transition involves one-time activities required to take responsibility for the

services, including applications and their customizations, infrastructure, processes, assets, facilities, technology and other knowledge; in relation to website development / migration.

The Bidder should ensure the smooth transfer/ transition of the services to continue to meet Banks's business requirements in a way that there are no unplanned business interruptions. The Bidder will be responsible for planning, preparing and submitting a Transition Plan to bank. Bidder will fully cooperate and work with all Banks' Third-Party Contractors/Vendors/Consultants in a manner that will result in a seamless transfer of Services, and such transfer of Services shall be in accordance with the Transition Plan.

The facility management support shall start from the date of signoff of takeover/ transition from existing service provider after approval of bank authorities, during transition, transition team shall take care the operations and technical support. The resources of transition team shall be equally skilled (as of FMS Team) and may continue as part of facility management support team after signoff if they fulfill the necessary criteria.

32 Reverse Transition

Reverse Transition Services are the services provided by Vendor to Bank during the reverse transition period which will start after completion of the 3 months' notice period to facilitate an orderly transfer of the Services (software, knowledge transfer, parallel run(if applicable) and others as related and applicable to the project) to Bank or to H2 bidder or any service provider as shortlisted/ nominated by Bank for ensuring business continuity and banking services to esteemed customers. In case of if the selected vendor is not able to perform Reverse Transition within 90 days of notice from Bank, Bank reserves the right to invoke the Performance Bank Guarantee.

The Reverse Transition Services, to be provided by the bidder to the Bank shall include all the scope services/deliverables as mentioned in the RFP.

33. Post implementation and go-live of the website, the scope of bidder contains support for the following activities, but not limited to, from time to time, in relation to maintenance and upgrades/updates/patches :

- (a) Firmware/ IOS Upgrades / up to date patching,
- (b) System monitoring,
- (d) Troubleshooting & Performance Tuning,
- (e) Operating System Upgrades,
- (f) Upgrades of supplied software,
- (g) Advisories on software upgrades & vulnerabilities,

- (h) Support during DR Drills,
- (i) OS Administration & patching as per OEM guidelines
- (j) VA / PT Compliance/Audit /Review as per Bank's requirement /Statutory guidelines
- (k) Any support required to make system & solution up and running as per SLA.

The list mentioned above is the indicative list; however, the successful bidder should provide end-to-end support and repair for any activities and resolution of any issues related to new deployment without any extra cost to the Bank.

- 34. The VA&PT conduct and its compliance report to be submitted to the bank's InfoSec Team and Other statutory authorities
- 35. The bidder shall make DR to be made identical to DC and able to run with full load at any point in time. The bidder shall do quarterly DC and DR cutover for the solution running from DR and DC respectively and submit a report to the Bank.
- 36. The bidder has to perform Application Security Audit, SAST, DAST during initial implementation / go-live, and on every customization/ enhancement in functionality / version up-gradation during the contract period without any additional cost to the bank
- 37. All such Audit reports including VAPT Reports to be compiled/attended by bidder/OEM within the timelines, during the entire period of contract. along with conduct periodic review of audit of the database and application.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

ANNEXURE-II

LETTER OF PROPOSAL / UNDERTAKING FROM THE BIDDER

The General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Sir/Madam,

Centralised Web Based E-TDS Architecture

We submit our Bid Documents herewith in accordance with the terms and conditions mentioned in the Request for Proposal (RFP). **We have gone through and understand the entire contents thereof**

We also understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid and you shall have the discretionary power to select or reject any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form as provided by you. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever at your discretion.
- Bidder means the bidder who has been selected and declared successful, by you, after examination of Commercial Bids.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal:

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 Applicant or its Affiliates or its member firms, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates or member firms. Self-declaration is to be furnished as per Annexure

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
1.	<p>Applicant should be a Company / Firm registered/incorporated in India, with the standing of 5 years as on 31.03.2021 and having positive net worth* at least for last three years.</p> <p>The applicant should have a minimum Turnover of Rs.2 crore in previous two financial years i.e. 2018-19 & 2019-20. The necessary supporting document has to be submitted along with the Bid.</p>	<p>Certification of incorporation / Related document from the respective authority.</p> <p>Audited Financial Statements for FY 2018-19 and FY 2019-20.</p> <p>Certified letter from the Chartered Accountant.</p>	
2.	<p>The firm should be handling similar activity i.e. e-filing of TDS returns, TDS default rectification, e-filing of Form 15G/H, etc. for at least two other Public Sector Banks (PSBs) Credential certificate pertaining to last two FY issued by concerned department of respective Bank's Head Office should be submitted along with the Bid.</p>	<p>Copy of appointment letter /experience certificate indicating nature of activity performed, number of branches and period of assignment.</p>	
3.	<p>Proposed solution should have been implemented in at least 1 Commercial Bank / Financial Institution / Government Organization in India in last 3 years.</p>	<p>Documentary Proof of Purchase order / agreement copy and customer credentials.</p>	
4.	<p>The bidder should not be involved in any litigation which threatens solvency of company.</p>	<p>Certificate is to be provided by the statutory auditor of the Firm/ Company, who has audited the latest Financial Statements, as per Annexure- 'XVIII'</p>	

5.	The Bidder should not have been black listed/ banned/ declared ineligible for corrupt and fraudulent practices by any Govt. Financial Institutions/Banks/ Government/ RBI/ ICAI/ Semi Government Departments/ PSUs in India and should not have any disciplinary proceedings pending against the applicant firm or any of the partners.	A self-declaration by the Bidder on Bidder's letter head as per Annexure VII.	
6.	The Bidder should have its own software or duly licensed to sell the software to be procured by the Bank for this purpose.	Self-Certificate should be submitted duly signed by the authorized signatory of the bidder	
7.	The Bidder should be directly integrated with Income Tax e-filing website for direct filing of e-TDS and other related returns.	Self-Certificate should be submitted duly signed by the authorized signatory of the bidder	
8.	The Bidder should be able to install adapter (as and when prescribed by the Bank's IT team) for synchronization of data with banking applications/ system.	Self-Certificate should be submitted duly signed by the authorized signatory of the bidder	
9.	The application should be used for all Zones and other HO Departments/Offices/Branches where Form No. 24Q, 26Q, 27Q, 27EQ, 15G/H, 61A, 61B, etc. for each of these Zones/HO Departments are filed directly at Income tax e-filing site and not through TIN Facilitation Centres.	Certificate issued by Controlling offices like Zonal Office / Head Office where bidder is already providing service stating these returns are being filed directly at Income tax e-filing site through application of the bidder and not through TIN FC.	
10.	The Bidder should be capable of providing the support / help desk to all the branches/offices of the Bank from a centralized location.	Self-Certificate should be submitted duly signed by the authorized signatory of the bidder	
11.	The Bidder should be an Original Software Developer (OSD) or authorized partner of OSD for supply of licenses and solution implementation and maintenance support under warranty / AMC / ATS for the solution.	Self-Certificate from OSD should be submitted duly signed by the authorized signatory of the bidder	

12.	The Bidder should be able to provide onsite support at Mumbai and any other place in India whenever required by the Bank.	Self-Certificate should be submitted duly signed by the authorized signatory of the bidder	
13.	Labour Law Compliance of the country.	Undertaking to this effect to be submitted	
14.	The Bidder company/firm should not be owned or controlled by any Director or Employee (or Relatives) of Bank of India.	A Self Declaration by the Bidder on Company's Letter Head.	

[* Net worth is to be calculated as: Capital Funds (Paid up Equity Capital + Paid up preference Shares + Free Reserve) – (Accumulated Balance of loss + Balance of deferred revenue expenditure + Deferred Tax Assets + other intangible assets)]

The 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.

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal:

ANNEXURE III -A

BIDDERS INFORMATION:

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Constitution	
3.	Date of Incorporation	
4.	Company Head Office Address	
5.	Registered office address	
6.	PAN/GST/TAN Number	
7.	Whether MSME(quote registration no. and date of registration, copy to be attached)	
8.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	
9.	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of Board Resolution/ Authorization letter in case of other than company)	
10.	Contact persons address, telephone number, mobile number, Fax Number, Email ID. (give at least 2 contact persons details)	
11.	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')
12.	Details of major assignments	
13.	Any other information considered relevant	

We confirm that, all the details mentioned above are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage of evaluation, the Bank has the right to reject the proposal and disqualify us from the process.

We hereby acknowledge and unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP document, in short listing of bidders.

We also acknowledge the information that this bid is valid for a period of 180 days, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

SCOPE OF WORK

The selected bidder has to provide a Software System for Web based e-TDS catering to the needs of the Bank related to TDS on all payments (salary and other than salary) (i.e. payment of interest, rent, vendor payments, salary, BOI Staff pension, Central Government/State Government pension, interest on SCSS deposits, interest on RBI Bond, etc.), TDS on Cash withdrawal and TCS on foreign remittances, purchase of goods, etc., with integration to other solutions for capturing required data and provision of entry/recording of further information / gap data through intranet by users at different Branches/offices/ Departments and at different levels and filing of statements viz. Form No. 24Q, 26Q, 26QAA, 27Q, 27EQ, 61, 61A, 61B, correction statements, any other return/statement prescribed or to be prescribed by any other regulatory/statutory authorities, Form No. 15G/H, 15CC, etc. The scope will also cover reconciliation of TDS/TCS receivable to the Bank. The scope of the assignment is listed below:

1. Supply, installation, configuration, customization and implementation of web based e-TDS solution in the Bank Data Centre and DR Site, including importing of Data from existing Core Banking and other source applications, extraction of requisite data from the relevant Bank`s applications for updating the same for filing of returns. The required changes/modification, if any, to be incorporated in the Bank`s applications (including CBS).
2. Security: To follow industry best practice web based security including Bank`s Information Security Guidelines.
3. The selected bidder should provide end to end solution for TDS/TCS compliance to Bank from TDS/TCS remittance to issuance of TDS/TCS certificates branch wise and customer wise, handling of complaints of customers/branches/zonal offices/NBGs/various head office departments for any years including past financial years. This is an end to end project and all the items required for keeping the project operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document. The solution must handle any number of Branches.
4. The bidder has to support any increases in branches count and deploy additional resources at no additional cost to the Bank.
5. Perform proper and full analysis to identify lacuna if any in the Bank`s system vis-à-vis requirements under the Income Tax Act, 1961 and provide an existing system review report to the Bank within 60 days from the appointment date.
6. The Selected bidder has to comply with all the TDS/TCS guideline mentioned/stipulated by Income Tax Department/RBI/CBDT/any other statutory/regulatory body from time to time without any additional cost.

Application/solution should be flexible enough to comply the existing as well as future changes and requirements related to TDS compliances and complaints management. Before hosting the application/solution in the bank's network proper UAT will be conducted and upon attending the observations the application will be hosted.

7. The Selected bidder will provide validation report of PAN/Aadhar of the customers/vendors/employees/ex-employees/pensioners/etc. from the portal/utility provided by Income Tax Department/any other regulatory or statutory authorities for compliance of various income tax provisions, like section 206AB, 194N, 139AA, etc.
8. The selected bidder should update the system then and there as per the schema released by the Income Tax Department for any changes and modification effected by the department and notification issued by the department without any additional cost.
9. Functionality of trial run before trial run should be available in the application for the e-TDS return filing and generation of MIS informing probable default cases along with recommended corrections in the bank's source applications to avoid future defaults.
10. The Bank will provide necessary hardware infra on the VMs. Bank can provide database as Oracle if required/used. Except Oracle if any other database is used in the solution, same needs to be arranged and included during bid submission by the bidder.

Hardware for the application including OS and Database (Oracle) only will be provided by Bank. Any other software, middleware etc. for functioning of the solution to be provided by bidder at no additional cost to the bank. Installation of Database, its configuration and integration with solution will be the responsibility of the bidder. Bank will provide only Database (Oracle) software. The resolution of any issue to be performed in co-ordination with respective OEMs.

The solution shall include all components and subcomponents like software licenses, accessories and the bidder at no extra cost to the Bank should supply other components (required for commissioning of the solution as a part of RFP).

The bidder should use only licensed software for website development and should be hosted on a licensed infrastructure. Bidder has to take the prior permission from the Bank before using any open source software.

The proposed solution should be able to integrate with SIEM, Active Directory/ LDAP/ PIM, DAM, Security Solutions for user authentication or with any other solution/ tool as stated by the Bank in order to have control and visibility

11. The Bidder will ensure compliance/audit requirement of our information security department as and when required.
12. The bidder should facilitate remittance of TDS/TCS, under Branches/offices TANs, preparation and generation of Challans for payment of TDS and TCS by segregating the data based on nature of payment and payees.
13. In case, the Bank migrates to higher version of CBS/other source application in future, then the software solution shall support the same for e-TDS compliance of the Bank flawlessly.
14. The bidder should facilitate Reconciliation of monthly TDS deductions vis-à-vis TDS deducted on expenditures/withdrawal data as per Bank's book and reconciliation of payment made and TDS deducted by various applications of the Bank with that of balance outstanding in the respective account in CBS to be made.
15. The bidder should facilitate to create Branch master and TDS Deductor master by importing data from the existing CBS/ HRMS/ Pension Payment/ other application of the Bank and maintain the same i.e. Branch Master, Customer Master, TDS Master, Employees data from salary package and Pensioners data from Pension server, etc.
16. The bidder should facilitate to generate file for uploading the generated challan information for the payment of TDS amount as per their prescribed format. TDS remittance should be strictly within statutory time lines. Scalability of the application for centralized Challan payment from single location. Creation of Challan Payment Mechanism, updating CIN Nos./ generation of CIN No, etc. for meeting the functional requirements as given in this Tender.
17. The bidder should facilitate Interface / system for importing/ fetching the TDS return data from source system as per the format of the source system. System should also have mechanism to capture manual entry for third party payments data along with all the required validations, in case the data is not routed through the automated system. Facility to be provided for data integration for Form 24Q return from HRMS (salary data) and pension module.
18. The bidder should facilitate automated allocation of challans against the respective deductee records in e-TDS application as well as in Banks' source application systems.
19. The bidder should facilitate validation of data as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation (including 20% in case of Non PAN cases/non filers u/s 206AB/ non PAN-Aadhar linking cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/nil TDS deduction certificates / tax residency certificates/ UINs and any other validations required in terms of Income tax guidelines in force should be available with suitable checks inbuilt in the system itself. Validate extracted data as per latest RPU prescribed by NSDL/TRACES and generate exception/error reports (if any) for making necessary correction by the branches/offices wherever needed.

20. Service provider's utility should timely handle the adjustment interest/ negative interest in CBS/ Pension recovery /Payment recoveries during challan generation and return filing. Hence, it is advised that vendor should properly allocate the negative interest with positive entries as per Finacle logic so that no short deduction default arise in TDS return.
21. The bidder should identify the cases of non-deduction/short-deduction of TDS/TCS data received from various sources like CBS, HRMS, Card product, Treasury, pension divisions, etc. and collaborate with them to enable filing of such records. The service provider should ensure that there should not be any case of non-deduction/short deduction of TDS/TCS from various payments made by the Bank.
22. The bidder should facilitate Seamless filing of E-TDS returns for all specified TDS/TCS returns as per prevailing statutory Income Tax rules and guidelines currently 24Q, 26Q, 27Q, 27EQ, 15CC and any other return as and when prescribed by Income Tax Department within the due dates for all respective Branches/Offices/TANs of the Bank.
23. Software should be directly integrated with Income Tax e-filing site for direct filing of E-TDS/TCS and other related returns.
24. The bidder should facilitate set up of mechanism for identifying/ filing of revised/correction returns wherever applicable. Direct filing of correction return to Income Tax e-filing system within the stipulated time as and when required by the Bank and as per Income Tax guidelines and recommending corrections in the Bank's source application systems to minimize revised returns in future.
25. The selected bidder to ensure removal of TDS defaults reflecting on TRACES portal by generation of justification reports, follow up with branches/offices for obtaining correct data, prepare and file corrections returns for all branches/offices having TANs before centralisation period i.e. before FY 2017-18
26. The bidder will ensure removal of TDS defaults reflecting on TRACES portal by generation of justification report, follow up with respective branches/offices for obtaining correct data, filing correction return for after centralization period i.e. for FY 2017-18 and onwards.
27. The Bidder should facilitate Centralized generation and downloading of Form 16 /16A/other Forms related to TDS/TCS from TRACES through Bank's intranet by Branch/ Zonal Office/NBG Office / Head Office within the specified Income-tax department timeframe and be made available to the branches/ZO/NBG/HO, etc. immediately. Application should email downloaded Form 16/16A/other Forms related to TDS/TCS to the concerned deductee at their email id registered with the Bank. Software solution should be capable to maintain the database of all the downloaded form no. 16/16A/other Forms related to TDS/TCS which can be accessed by branches subsequently.

28. The bidder should impart the training to the Bank staff for monitoring the application/solution, downloading Form 16/16A/other Forms, etc.
29. The bidder should share API or any other technical assistance for sharing of Database of all the downloaded Form no.16/16A/other Forms related to TDS/TCS to our Internet Banking team, mobile banking team and team who is handling Bank's website for providing the same to customer. Bidder should also share API or any other technical assistance for sharing of Database of all the downloaded Form no.16/16A/other Forms related to TDS/TCS to publish such report in Digilocker, future application interface to other application including digilocker for publishing such report.
30. The software solution includes a provision of Dash Board which displays filing status, records in errors, PAN not available cases, error records with reasons, conso file status, challan utilization and other parameters required by the bank from time to time.
31. The bidder should facilitate generating & emailing of e-TDS returns acknowledgments (Form No. 27A), success /Failure reports, reconciliation reports directly to the Branches / ZO / HO & HO TDS Cell. System should maintain history of these emailed reports in Database.
32. The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding rates and slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame.
33. The Vendor's web application/utility should be available to branches/sols through Bank's intranet only. However, for various online validations & online filing of returns, a link to the central server of TIN-NSDL/Traces/ CPC TDS site may be facilitated.
34. Internet connection may be used by the vendor for specific purposes in consensus with the Bank's Information Security team. Application should have functionality of modification/ correction of records at branch level / ZO Level/ Department level and related monitoring and reporting facility should be available at controlling office/Central level.
35. Functionality of trial run before final run should be available in the application for the e-TDS return filing and generation of MIS informing probable default cases along with recommended corrections in the Bank's source application systems to avoid future defaults.
36. The bidder should facilitate to prepare and submit necessary MIS as per the Bank's requirement from time to time and facilitate generation of reports Branch wise/ Zone wise/Head Office wise.

37. The bidder should facilitate to generate the data required for compilation of Tax audit report.
38. Vender to provide suitable process capable of Web integration or otherwise with the authorized portals as per the requirements of Income Tax from time to time.
39. Form No. 15G/15H should be dealt with accuracy and in time, capable of filing return directly from the Application centrally installed at Bank level to Income tax e-filing site. Application should also be capable of filing Form No. 15G/15H return on ZO / Department TAN, necessary submission and other compliances related to Form No. 15G/15H.
40. Data validation for timely filing of Form No. 61 /61A/61B/15CC for Bank as a whole on the basis of data provided by other HO Departments.
41. The vendor should ensure to deploy sufficient qualified resource persons for Onsite/ call centre (off site) support to assist the Bank in complying with the above scope of work within the statutory timelines as per the following:
 - a) Onsite support during banking hours on all working days as per bank's calendar & as and when required in case of exigencies beyond above mentioned working hours.
 - b) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer/employees etc.
 - c) Help desk (on site) should be dedicated for obtaining/retrieving/preparation of data for filing regular and correction returns and other work as given above scope. The following minimum resources required on **daily basis**.
 - i) 1 Chartered Accountant (onsite) having minimum 2 years of experience of income tax and TDS related work.
 - ii) 9 support staffs (onsite) who are having minimum 2 years of experience of income tax and TDS related work.
 - iii) Development /modification of system/process -2 person out of which one must have professional qualification in Information Technology (IT) and having minimum 2 years of experience of similar work related to income tax and TDS.
 - iv) 1 person as single point of contact for any other matter as per the scope of work.

Note: Proper attendance system must be in place. If any resource proceeds on leave suitable substitute needs to be provided well in advance. The above is the minimum requirement and needs to be increase in case of exigency.
42. The vendor should preferably have an office at Mumbai. The vendor is not eligible for any TA/DA in case the vendor does not have an office at Mumbai.
43. The Vendor's web application/utility should be able to generate audit logs as per Bank's requirements.
44. Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 48 hours.

45. Vendor to provide status and utilization of amount against unutilized challans.
46. Bidder should provide Annual Technical Support (ATS) for the entire period of contract. Bidder should factor the ATS cost in the cost of application itself.
47. The consultant to present before the Steering Committee or any other committee the progress and status in the centralisation of TDS returns of the Bank, whenever required.
48. 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 31.03.2025.
49. Reconciliation of 26AS for TDS/TCS receivable to the Bank:
 - a) Assistance in collating transactions on which TDS has been deducted for the tax period basis the details provided by the company.
 - b) Reconcile the above transactions with details as reflected in Form 26AS for the tax period and identify the mismatched/arrive at discrepancies.
 - c) Communicate the above identified mismatches/discrepancies to the company and discuss the reasons and the action to be taken for such cases.
 - d) Follow up with the deductees by communicating the issue and help to resolve the same (over the email and telephone follow up can be done and report will be submitted)
 - e) Communicating to the tax authorities about the discrepancies for the tax period, wherever required(through TRACES portal grievances be raised for the particular discrepancies)
 - f) Providing a final report for the tax period reconciling the transactions which can be accessed by the company for purpose of future reference.
50. The scope of the services is to be provided for 3 years and 6 months with an option to the Bank to exit after 30 days' notice.
51. Time being an essential feature of the contract, the selected vendor is expected to implement and install the systems in 3 weeks from the date of purchase order.

52. The Data for previous periods to till the date of migration, to be migrated to the new application without any additional cost to the bank.
53. On completion of project, the vendor will provide necessary support to the new vendor for data migration to the vendor's existing system to new vendor system without any additional cost to the bank.
54. 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 centralisation of TDS/TCS returns of the Bank and handholding for filing monthly and periodical returns, including that of March 31, 2025 returns, as well as providing advisory in connection with Centralisation of e-TDS returns of the Bank.

GENERAL ASPECTS IN SCOPE

1. The selected bidder should provide required software and licenses, including implementation / execution of the same within the stipulated time period.
2. The Bidder should take care of all aspects of installation on existing set-up, de-installation, configuration, re-configuration, enhancements, updates, version upgrades, migration, problem analysis, on-site, as well as off-site support, etc. to ensure smooth operations during and post implementation on perpetual basis with an option to Bank to exit after 90 days' notice.
3. Bidder will have to ensure the troubleshooting in all forms like technical, administrative, consultancy and deductor/deductee related issues, etc.
4. Bidder should provide Non-Disclosure Agreement (NDA) and Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.

SECURITY ASPECTS IN SCOPE

1. The Solution Provider shall be fully responsible for ensuring the privacy, integrity and security of Bank's data or customer's sensitive data processed, stored or transmitted over TDS application solution and underlying IT infrastructure.
2. Solution Provider's Solution must comply with the Information Security guidelines of BOI/ RBI/ Govt. guidelines as may be applicable.
3. The Successful bidder shall ensure all corporate, regional and foreign websites would be in conformity with Bank's Corporate Information Security Policy (CISP)
4. The Solution provider shall be responsible for Application, Server operating system & database administration for all the servers and other network devices deployed as part of TDS application setup.

5. The Solution Provider shall ensure timely closure of VAPT and SCD recommendations shared by the Bank in line with BOI policy requirements related to its systems.
6. The Solution Provider shall provide all necessary support to audit teams during the audit and shall comply the audit observations within expected timelines.
7. The Solution Provider shall integrate TDS application and underlying infrastructure supporting BOI with Bank's security solutions like SIEM, Privileged user management (PIM), Database activity monitoring (DAM) etc.
8. The Solution Provider shall secure the sensitive user data stored in databases using encryption with latest algorithms. The end-to-end transactions shall have channel level encryption as well from user end to application servers & between various application components, servers and interfaces.
9. The Solution Provider shall secure the application with thorough security testing i.e. source code testing and application security testing before deployment in Bank.
10. The Bidder will share the Integrity certificate in Bank's format before each major release of application version in production certifying that application is safe to use with closure of all identified vulnerabilities.
11. The Solution provider is required to close the identified vulnerabilities / open Audit /Risk assessment observations timely, failing which penalties shall be applicable in line with SLA Terms.

ANNEXURE V

**PARAMETERS FOR EVALUATION OF TECHNICAL BID
TECHNICAL EVALUATION**

S. No	Parameters	Max Marks	Marking System Criteria
1	Credentials - The bidder should have implemented the solution and marks will be allotted on the basis of number of implementations and performing such implementations in Public Sector Banks (PSB) in India.	20	Number of Implementations. 10 marks each for implementation in 2 PSBs and additional 5 marks for each additional PSB, subject to the maximum of 10 marks, total 20 marks max, on the basis of certificates from them on their letter head.
2	Presentation	20	Shall be evaluated by the committee constituted for this purpose.
3	Product Demo In case Bank during product demonstration feels that any of the feature is not available and needs to be customized then no marks shall be allotted and if customization is not required and the feature is readily available then marks shall be allotted	10	Demonstration of in-depth understanding of the Bank's project technical and functional requirements. Major Criteria for demonstration (but not limited to) given in Annexure VIII – A.
4	Compliances and Technical Specifications (detailed below)- (50% weight-age will be given for the marks obtained)	50	
	TOTAL	100	

** Copies of work order/contract agreement and client reference to be provided. Please note, work order for end to end implementation of TDS/TCS compliances would be considered.

COMPLIANCES AND TECHNICAL SPECIFICATIONS

S No	Functional specification	Complied Yes/No	Deviations, if Any	Maximum Marks
1.	Facility to store Bank's PAN			01
2.	<p>Branch Master:</p> <ul style="list-style-type: none"> • Shall have provision to store the branch master data containing the Branch Code, BSR Code, IFSC Code, Branch TAN, Branch Name, Address, e-mail, Phone Number, details of Person Responsible, provision for Address, Name of person responsible & PAN, ZAO Code, Assessing Officer, Ward, Circle or any other details required for filing of e-TDS returns. • Facility for linking various Branches to respective zonal office for Monitoring and carry out Administrative Functions like generation of various MIS /Reports/User Management. 			05
3.	<p>Vendor Master:</p> <ul style="list-style-type: none"> • 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 			05

	Payment, Mode of Payment, TDS deducted thereon etc. It should be possible to generate Vendor wise and/or Purchase Order wise payment / TDS details.			
4.	<p>Employee Master:</p> <ul style="list-style-type: none"> 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. 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 of data from existing System. 			05
5.	<p>Salary Master:</p> <ul style="list-style-type: none"> 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. 			05

	<ul style="list-style-type: none"> • There shall be an option to upload the details of the salary paid. • Importing data from existing system in case implemented in between financial year. 			
6.	Agent Master: <ul style="list-style-type: none"> • Shall have facility to capture, Employee ID, Name, address, PAN, etc. as specified above 			02
7.	Pensioner Master: <ul style="list-style-type: none"> • 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. 			05
8.	Parameterization for Tax: <ul style="list-style-type: none"> • 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 			10

	PAN is not available and separately for Companies and Non-Companies shall be available.			
9.	<p>TDS Deduction Records:</p> <ul style="list-style-type: none"> The software shall have facility for uploading of the TDS data extracted from Core Banking 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. There shall be facility to edit /delete the TDS records and all such modifications shall require to be authorized by another supervisory user and logged in audit log. 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. 			12
10.	<p>Remittance of Tax & submission of e-TDS Returns:</p> <ul style="list-style-type: none"> The software shall compute and Generate TAN wise challan details separately for Companies, Non-companies and for each Section depending upon the Nature of Payment based on the data uploaded /entered in the system. The system shall have link to the e-Payment gateway of the Tin-NSDL. 			15

	<ul style="list-style-type: none"> • 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. 			
11.	<p>Correction Records:</p> <ul style="list-style-type: none"> • 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. • <u>Facility to access TRACES</u> - Software shall facilitate access to TRACES website through Bank's server and support online correction return filing and downloading of Form No.16/16A. 			08
12.	<p>FVU Validation</p> <ul style="list-style-type: none"> • Facility for validating the files with the 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 FUV files. 			03

13.	The formats of Form No. 24Q, 26Q, 27Q and 27A as available at NSDL site and other Formats / Reports will be shared with the Selected Bidder. The software shall have facility to save the data as required to be furnished in various columns of these reports.			03
14.	There shall be appropriate links to transaction files to reduce data redundancy.			01
15.	Any Compliance requirements for external / internal use shall be done free of cost.			02
16.	<p>Reports:</p> <ul style="list-style-type: none"> • Reports to facilitate Statutory Audit/Internal Audit/Tax Audit u/s 44AB of Income Tax Act • Shall be capable of generating Branch wise / Zonal 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 Zones or for any particular Zone/Branch. • Branch shall be able to generate a letter on filing of e-TDS quarterly return confirming the same to their Zonal Offices. • Facility to view the status of filing of TDS returns by the controlling offices • The software shall generate a defaulters list on expiry of the due date and generates reminder letter to defaulting Branches/offices. 			07
17.	<p>Control and Monitoring:</p> <ul style="list-style-type: none"> • Linking of the Branches to Zonal Office for Monitoring/Administrative functions. • Facility for creation / modification / deletion of Branch Users and re-setting of Passwords at Zonal Office level as well as centrally. • Proper Audit log in respect of modifications in any of the Masters like Branch Master/Vendor Master/Agent 			03

	Master/ Employee Master/ User Master/Resetting of Password/Master for maintaining of the Tax Slabs, etc. and any addition/ deletion/ modification of the records.			
18.	<p>Help Desk:</p> <ul style="list-style-type: none"> 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. There shall be facility for updating/ replacing of these documents to the system administrator. 			03
19.	<p>Changes in Finance Act:</p> <ul style="list-style-type: none"> TDS Provisions are subject to amendments in the Finance Act Software should be capable of handling these changes /amendments without any additional cost to the Bank. 			05
20.	<p>HARDWARE Requirements: (Optional) Hardware solution should take care of:</p> <ol style="list-style-type: none"> Production Testing/ Support/Development Training Disaster Recovery <ol style="list-style-type: none"> Bidder has to specify the requirement of the server/s and connected hardware and system software for implementing their proposed solution as per the specification in RFP. (The details will include the specification of the Server, the operating system suggested and the RDBMS, etc.) Price of Hardware and System Software do form part of the Bid but it is kept optional. The Bank has its right to scale up/down 			

	<p>the hardware specification based on the estimated business growth.</p> <p>iii) If Bank provide Hardware and OS as specified by the bidder, the selected bidder will take up installation flawlessly on the said Hardware.</p> <p>iv) However, the Bank has the option to install the application on Virtualization set up. A confirmation from the vendor is sought that the proposed application is compatible.</p> <p>SOFTWARE requirements</p> <p>a) Data Base software with necessary licenses for DC, DR and UAT setup.</p> <p>b) Web server software with necessary licenses for DC, DR and UAT setup</p> <p>c) E-TDS software which meets the functional specifications with necessary licenses for DC, DR and UAT setup.</p>			
	TOTAL			100

Note:

- The bidder should provide compliance statement for all the above specifications of technical requirements against each item.
- All relevant product information such as user manual, technical specifications sheet, etc. should be submitted along with the offer. Failure to submit this information could result in disqualification of the bid.
- Bank reserves the right to negotiate the prices with the Bidder.
- Hard copy of supporting documents or documentary proof for all the above criteria should be submitted to the General Manager Manger, Bank of India, Finance Department, Head Office, Star House – I, 8th Floor (East Wing), C-5, “G” Block, Bandra Kurla Complex, Bandra (East), Mumbai – 400051

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal:

ANNEXURE VI

COMPLIANCE STATEMENT

To,

General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Sir,

**Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support
of Centralized Web based E-TDS System**

We certify and agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Deviations if any –

Main RFP / Annexure/Format No.	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Signature of Authorized signatory with seal

Place:

Date:

Note: There should not be any deviations in the solution proposed by the bidder. Bidder has to give his response by writing ‘NIL’ in the statement. It shall be deemed that there is no deviation, irrespective of the fact whether any mention in the bid document anywhere

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal:

ANNEXURE –VII

**UNDERTAKING FOR NOT BLACKLISTED/BANNED/DECLARED INELIGIBLE
To be provided on letter head of the Bidder's Company**

General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Sir/Madam,

We, M/s _____ a company incorporated under the
companies act, 1956 with its headquarters at,
_____, do hereby confirm that
we have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent
practices by any Govt. Financial Institutions/Banks/ Government/ RBI/ ICAI/ Semi
Government Departments/ PSUs in India and have no disciplinary proceedings
pending against the applicant firm or any of the partners.

This declaration is been submitted and limited to, in response to the tender reference
mentioned in this document.

Dated at ___day of _____2021.

Thanking You,

Yours faithfully,

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal:

COMMERCIAL BID
(To be furnished on the bidder's letter head)
(To be included in Commercial Proposal Envelope)

Date:

Sir/Madam,

Request for Proposal (RFP) for Centralised Web Based E-TDS Architecture in Bank of India

Reference Number HO:TDS: 2021-22:KS:15 dated 22-10-2021

In terms of the above-mentioned RFP document, we submit herewith the commercial bid for the assignment proposed by the Bank:

S. No.	Item Description	Total fees for the entire contractual period, i.e. 3 years and six months
1.	Support and consultancy charges for providing services as per scope of work mentioned in RFP document including onsite and offsite support	

Notes:

- a) The price should be mentioned in words also. In case of any difference between amount mentioned in words and number, the amount mentioned in words will prevail.
- b) Total fees for three year and six month has to be divided equally into 14 quarter
- c) L1 bidder shall be decided on the basis of least of the cost as per total cost derived after negotiation with L1 bidder, which shall be valid for a period of three financial years and six months from the date of award of contract.
- d) The prices are inclusive of all taxes, Statutory levies etc. except GST which will be paid on actual basis.

ANNEXURE – VIII-A

PARAMETERS FOR SELECTION OF CONSULTANT:

Sr. No.	Parameters	Weightage	Overall weightage
1	Technical Proposal		60
	a. Technical Criteria	80	
	b. Technical Presentation	20	
2	Commercial Proposal		40

The evaluation of the response to this RFP will be done on **60-40 Techno-Commercial evaluation method**. 60% weightage would be for technical proposal and 40% for commercial proposal. The evaluation will be done on a total score of 100. An illustration of the techno-commercial evaluation methodology has been given below:

$$\text{Total scores} = T(w) \times T(s) + F(w) \times F(s)$$

T(w) stands for weightage for Technical score i.e. 0.6

T(s) stands for Technical score evaluated as mentioned above

F(w) stands for weightage for Commercial score i.e. 0.4

F(s) stands for Commercial score evaluated as mentioned above

Suppose, there are three Bidders (A, B & C) qualified based on the marks received on technical parameters and fees quoted by them as under:

Bidder (a)	Score in Technical Criteria (b)	Score in Technical Presentation (c)	Fees quoted (d)
A	75	14	4
B	70	12	2
C	65	18	3

Scores of these Bidders would be as under:

Bidder (a)	Score in Technical Criteria (b)	Score in Technical Presentation (c)	Score in Commercial (d)
A	100.00(75/75*100)	77.78(14/18*100)	50.00(2/4*100)
B	93.33(70/75*100)	66.67(12/18*100)	100.00(2/2*100)
C	86.67(65/75*100)	100.00(18/18*100)	66.67(2/3*100)

The overall Score of Technical Proposal would be as under:

Bidder (a)	Score in Technical Criteria (b)	Score in Technical Presentation (c)	Total Score obtained (d)
A	80.00 (100x80/100)	15.56(77.78x20/100)	95.56
B	74.66(93.33x80/100)	13.33(66.67x20/100)	87.99
C	69.34(86.67x80/100)	20.00(100x20/100)	89.34

The total Score of the bidder will be as under:

Bidder (a)	Score in Technical Proposal (b)	Score in Commercial Proposal (c)	Total Score (d)
A	57.34 (95.56*60/100)	20.00 (50*40/100)	77.34(H3)
B	52.79 (87.99*60/100)	40.00 (100*40/100)	92.79(H1)
C	53.60 (89.34*60/100)	26.67(66.67*40/100)	80.27 (H2)

Bidder 'B' is the successful bidder.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalise the bids. However, respondents will be notified separately, if such normalisation exercise (as part of the technical evaluation) is resorted to.

Technical Proposal Evaluation: It may be noted that technical proposals will be subjected to following evaluation process:

- a. Only those bidders meeting the eligibility criteria will be considered for further stages of evaluation;
- b. Minimum Qualifying Score will be 60 or above (out of 80) in the Technical Criteria. In case there is only one bidder scoring above 60 then only top 2 bidders will be considered for further evaluation.
- c. Minimum Qualifying Score will be 70 or above (out of 100) in the Technical Proposal (i.e. after considering score of technical criteria as well as presentation with appropriate weight). In case there is only one bidder scoring above 70 then only top 2 bidders will be considered for evaluation of Commercial Proposal.

Commercial Proposal Evaluation: It may be noted that commercial proposals will be subjected to following evaluation process:

- a. Bidders are required to quote in Commercial Bid taking in to consideration the scope of work.
- b. The initial tenure of the contract shall be for a period of 3 years and 6 months from the date of commencement of contract. The contract period should be extendable after completion of 3 years and 6 months for a further period 1 year or any other period as decided by Bank on mutually agreed terms and costs, if the bank so desires.
- c. The fees payable to the consultant as mentioned in this agreement shall not be liable for upward revision during the terms of this agreement irrespective of reasons whatsoever including increase or imposition of new taxes, duties, levies, octroi charges, etc. The fees quoted shall remain firm for the initial tenure of contract, which may be reviewed in case the Bank decides to extend the tenor. However, any upward revision shall not exceed 10% per annum.

Bidder whose Techno-Commercial score i.e. Total Score as per illustration given above is the highest (H1) shall be awarded the contract.

Note:

1. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
2. The Bidder shall be the first ranked Bidder (having the highest combined score). The final decision on the Bidder will be taken by the Bank. The implementation of the project will commence upon acceptance of purchase order by the selected bidder.
3. If for some reason, the Bidder fails to execute an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices quoted during reverse auction, if conducted.
4. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the Bidder.
5. The Bank will calculate the scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points.

ANNEXURE IX

BID SECURITY DECLARATION

To
The General Manager
Bank of India
Head Office
Finance Department,
8th Floor, Star House-1, C-5, G-Block,
Bandra Kurla Complex,
Bandra East, Mumbai – 400 051

Dear Sir,

Request for Proposal (RFP) for Centralised Web Based E-TDS Architecture in Bank of India

Reference Number HO:TDS: 2021-22:KS:15 dated 22-10-2021

We _____ (bidder name), hereby undertake that we are liable to be suspended from participation in any future tenders of the Bank for 1 year from the date of submission of Bid in case of any of the following:

1. If the bid submitted by us is withdrawn/modified during the period of bid validity.
2. If any statement or any form enclosed by us as part of this Bid turns out to be false / incorrect at any time during the period of prior to signing of Contract.
3. In case of we becoming Bidder and if:
 - a) we fail to execute Contract within the stipulated time.
 - b) we fail to furnish Performance Bank Guarantee within the timelines stipulated in this RFP document.

Yours faithfully,

Date:

For _____

Signature _____

Name _____

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

ANNEXURE - X

PROFORMA FOR INTEGRITY PACT

To,
General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that Bank of India is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Bank of India. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Bank of India shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Bank of India.

ANNEXURE – XI

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Bank of India)

This Integrity Agreement is made at on this..... day of 20.....

BETWEEN

The Bank of India represented through General Manager, HO Finance Department, Star House – I, C-5, “G” Block, 8th Floor, Bandra Kurla Complex, Bandra (East), MUMBAI - 400051 (hereinafter referred as the Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

M/s..... (Name and Address of the Company/ firm/LLP) through..... (hereinafter referred to as the (details of duly authorized signatory) “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as “Tender/Bid”) and intends to award, under laid down organizational procedure, contract for (Name of work) hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
 - d) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This

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

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other

form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2. **Forfeiture of bid security/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
3. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, Bank of India.

Article 7-Independent External Monitor (IEM)

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD & CEO, Bank of India.
3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) with confidentiality.
4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.
5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.
6. The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
7. The word "IEM" would include both singular and plural.
8. IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.
2. Changes and supplements need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 9- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

ANNEXURE – XII

(Undertaking from the bidder on their company's letter head)

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

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

We shall ensure the compliance of the guidelines of Central Vigilance Commission for the purpose of selection and employment of Bidders.

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

Signature and seal of authorized person

Date:

Place:

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

AUTHORIZATION LETTER FORMAT

Place _____
Date _____

To:
General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Centralised Web Based e-TDS Solution (end to end solution) in the Bank of India.

Mr./Ms.....is hereby authorized to attend the Bid Opening of the above RFPDated.....onon behalf of our organization.

The specimen signature is attested below:

(Name & Designation)
Specimen Signature of Representative

(Name & Designation)
Specimen Signature of Representative

(Name & Designation)
Specimen Signature of Representative

ANNEXURE XIV

(To be furnished on certifying CA's letter head)

NETWORTH DETAILS

(Amount in INR)

FY	Net Worth
2018-19	
2019-20	
2020-21	

Certificate from the Statutory Auditors / Chartered Accountants

This is to certify that the above information relates to the..... (Name of the Bidder) are correct as per information available in the books of Firm/Company.

Name of the audit firm:

Seal of the audit firm

Firm Registration No.

Membership No.

Date:

Place:

In case the Bidder does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the Bidder.

ANNEXURE XV

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This **CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT** (herein referred as “**Agreement**”) is made on this day of, 2021 (herein referred as ‘Effective Date’) by

....., a body corporate incorporated under the Companies Act 2013, having its registered office

 (hereinafter referred to as the “**Company**” or “**Receiving Party**”, which term shall, unless repugnant to or inconsistent with the context or meaning thereof and mean include its successors and assigns) of the **FIRST PART**

In favour of

Bank of India, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at STAR HOUSE, C - 5, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400051 (hereinafter referred to as the “**BOI**” or “**Disclosing Party**”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof mean and include its successors and assigns), of the **SECOND PART**;

Wherever the context so requires, the Disclosing Party and Receiving Party are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

The Company is engaged in the profession of providing consultancy services.

The Company shall be involved in the Centralisation of TDS for BOI for which it shall need non-public information of BOI, its customers etc (the “**Transaction**”).

In respect of exploring and evaluating the Transaction, the Bank shall be disclosing and /or shall make available certain confidential information (hereinafter defined) to the Vendor in respect of their business.

NOW, **THEREFORE**, in consideration for the mutual promises and covenants hereunder the Disclosing Party and Receiving Party agree as follows:

1. DEFINITIONS

"Confidential Information" shall mean all non-public information of BOI and its customers including details of the Bank’s Critical Assets held by the Bank which is accessible by and/or is available to the Company; directly or indirectly, Customer Data, Banks’ Data, whether in writing, oral, graphic, visual or any other tangible, intangible or electronic form including, without limitation, any and all information

relating to BOI's Customers, the Software and Hardware Vendors and/or its client's (whether past, present or future), financial data, financial results and projections, employees (past, present or prospective), technologies, technical and business strategies, computer programs, software tools, source codes, object codes, protocols, product descriptions, trade secrets or know-how, customer information and Intellectual Property Rights as well as any such information not generally known to third parties, that the Company is reasonably expected to treat as confidential. It is clarified that all non-public data residing on the Bank's existing system shall be treated as Confidential Information for the aforesaid purposes.

1. "Representative" of a Party means any employee, director, advisor, affiliate, investor, potential financing source or any other person concerned or acting on their behalf.

2. NON DISCLOSURE

2.1 The Confidential Information divulged by the Disclosing Party to the Receiving Party will be received and treated by the Receiving Party as confidential and the Receiving Party shall not, without written prior consent of the Disclosing Party expressly permitted herein, disclose or make available to any other person, or use or allow others to disclose and/or use, the Confidential Information in any manner whatsoever other than for the sole purpose as described in clause 2.2 below.

2.2 Notwithstanding the provisions of clause 2.1 above, the Receiving Party may disclose the Confidential Information disclosed under this Agreement to its Representatives on a "need to know" basis, for the sole purpose of enabling assessment and evaluation of the Transaction as stated in the RFP .

2.3 The Receiving Party and/or its Representatives shall exercise no lesser security and degree of care than it applies to its own Confidential Information of an equivalent nature, but in any event not less than the degree of care which a reasonable person with knowledge of the confidential nature of the information would exercise.

2.4 The Confidential Information shall not be copied and/or reproduced by the Receiving Party and/or its Representatives at any time except on a "need basis" for the purpose of evaluation of the Transaction as specifically stated under RFP.

2.5 Notwithstanding anything to the contrary contained herein, the Receiving Party and any of its Representatives shall be entitled to disclose any confidential information if required by law, rule, regulation (including the regulations of any relevant securities exchange), order of a competent or any order from a regulatory, statutory or governmental authority having jurisdiction or other legal or judicial process having jurisdiction.

2.6 The Company shall ensure that outsourcing or Subcontracts if permitted by the Bank in writing, shall comply with the provisions of this Agreement and the Company shall accordingly incorporate the necessary clauses to that effect in the agreement with the Sub Contractor It is clearly understood that the Company shall be solely and primarily responsible to full fill its obligations including to adhere to confidentiality obligation by the company as well as its sub contractors

3. NON DISCLOSURE OF TRANSACTION

Unless disclosure is required under applicable laws, court orders or any order from a regulatory or governmental authority or as permitted under Clause 2.2. above, it is agreed that without the prior written consent of the BOI, the receiving party shall not disclose and/or direct its Representatives to disclose to any person or entity (a) that the Confidential Information has been made available to the receiving Party and/ or its Representatives and /or confidential information accessed by the Receiving Party, (b) that discussions or negotiations are taking place concerning a possible Transaction between the Parties, (c) any terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.

3.2 Confidentially Obligations of the Receiving Party and other terms of this Agreement shall survive termination/completion of the underlying assignment.

GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and courts in city of Mumbai shall have exclusive jurisdiction to decide on any disputes arising between the Parties.

4. MISCELLANEOUS

This Agreement constitutes the entire agreement amongst the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral, except obligations imposed by law which shall be deemed a part of this Agreement. This Agreement may not be amended except in writing signed by both Parties hereto. No failure or delay by any Party in exercising any right hereunder or any partial exercise thereof shall operate as a waiver thereof or preclude any other or further exercise of any right hereunder. The invalidity or unenforceability of any provision of this agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Nothing in this Agreement shall be implied, except as required under statute.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorised representative of the Company.

By: _____

Name:

Designation:

Company Name:

ANNEXURE XVI

FORMAT OF PERFORMANCE BANK GUARANTEE

Tender Reference No: _____ Date _____

General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Dear Sir,

WHEREAS

BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Head Office at Star House, C – 5, ‘G’ Block, Bandra- Kurla Complex, Bandra (East), Mumbai – 400 051, (hereinafter referred to as the “**Bank**” which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and assigns) had floated Request for Proposal dated (hereinafter referred to as RFP) inviting bids from competent vendors for Centralised Web Based E- TDS Solution (End to End Solution) .Pursuant to the RFP -----, a Company/Firm/LLP duly registered under the relevant Act having its registered office at hereinafter referred to as the “Vendor / Bidder” which term shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successors-in-interest and permitted assigns), has submitted its bid and based on the bid, representations and warranties made by the bidder, Bank has awarded the Contract valued Rs..... and engaged for Supply, Deployment, Maintenance and Support of Centralised web based E-TDS system.

1. Bank of India vide Engagement letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Agreement executed between the Bank and the Bidder dated _____.

2. WHEREAS in terms of the said RFP and Agreement the Vendor / Bidder shall have to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....% of the total Contract value, to be issued by Nationalized Bank in favour of Bank of India towards due performance of the Contract in accordance with the specifications, terms and conditions of the said RFP/Agreement entered/to be entered into in this behalf.

3. WHEREAS Vendor / Bidder has approached us for issuing in favour of Bank of India a performance Guarantee for the sum of Rs..... (Rupees.....).

NOW THEREFORE in consideration of Bank of India having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof.

We,.....Bank, a body corporate constituted under having its Head office at (give full address) and a branch inter-alia at India at the request ofdo hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from Bank of India and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to and/or suffered by and /or that may be caused to and/or suffered by Bank of India on account of any breach or breaches on the part ofof any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by Bank of India on account of breach on the part ofof their obligations or default in terms of the said RFP/Agreement.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that Bank of India 's decision as to whether thehas committed any such breach / default or defaults and the amount or amounts to which Bank of India claims thereof will be binding on us and we shall not be entitled to ask Bank of India to establish its claim or claims under this Guarantee, but shall pay the same forthwith on demand without any protest or demur. Any such demand made by Bank of India shall be conclusive as regards the amount due and payable by us to Bank of India.

5. This Guarantee shall be valid up to plus 6(six) months of the Claim period from the expiry of said guarantee period. Without prejudice to Bank of India 's claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

6. Bank of India will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said engagement letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of Bank of India 's rights or powers against theand either to enforce or forbear to enforce any of the terms and conditions of the said engagement letter or the Contract and we shall not be released from our liability under Guarantee by exercise of Bank of India's liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on Bank of India 's part or any indulgence by Bank of India or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder

7. In order to give full effect to the Guarantee herein contained, Bank of India shall be entitled to act as if we were Bank of India's principal debtor in respect of all Bank of India's claims againsthereby guaranteed by us as aforesaid.

8. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all Bank of India 's claim or claims againstfrom time to time arising out of or in relation to the said appointment letter / Contract and in respect of which Bank of India 's claim in writing is lodged on us before expiry of Guarantee.

9. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. This Guarantee shall not be affected by any change in the constitution of _____ or nor shall it be affected by any change in Bank of India 's constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. This Guarantee shall come into force from the date of its execution and shall not be revoked by us at any time during its currency without Bank of India's previous consent in writing.

12. We further agree and undertake to pay Bank of India the amount demanded in writing irrespective of any dispute or controversy between Bank of India and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal.

13. We have the power to issue this Bank Guarantee in Bank of India 's bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

14. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and phone Numbers etc).

15. Notwithstanding anything contained herein above:

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

ii. This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 6 (Six) months i.e-----

Dated this the _____ day of _____ 2021.

Signature and Seal of Guarantors
Vendor / Bidder Bank

SELF DECLARATION
(On the bidder`s letter head)

To:
General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Subject: Supply, Deployment, Maintenance and Support of Centralised web based E-TDS system

Dear Sir

To the best of our knowledge and belief, we (including our affiliates/ group companies/ member firms working under the common brand name) hereby declare that I/ we 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 me/us, nor been expelled from any project or agreement nor had any agreement terminated for breach by me/us.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Date:

Place:

ANNEXURE – XVIII

LITIGATION CERTIFICATE

(To be provided by Statutory Auditor/Chartered Accountant)

This is to certify that M/s _____, a company/firm/LLP incorporated under the _____ with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company.

Dated at ___ day of _____ 2021.

Signature of CA/Statutory Auditor
Name of CA/Statutory Auditor:
Designation:
Firm Registration No.
Membership No.
Seal:

ANNEXURE – XIX

PERFORMANCE CERTIFICATE

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

To:
General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Sir,

Reg.: RFP for Supply, Deployment Maintenance & Support of Centralized Web based E-TDS System

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.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

ANNEXURE –XX

Undertaking from Original Equipment Manufacturer (OEM letter head)

To:
General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

Sir,

Reg: Our bid for RFP for Supply, Deployment Maintenance & Support of Centralized Web based E-TDS System

We hereby submit the following:-

1. We are the OEM of _____ product. M/s _____ is our authorized partner in India for the RFP for Supply, Deployment Maintenance & Support of Centralized Web based E-TDS System.
2. The bidder i.e. M/s _____ has IP (Intellectual property) rights for the products or authorized reseller of the OEM product i.e. _____ to Bank of India.
3. In case the authorized distributor i.e. M/s _____ is not able to perform obligations as per contract during contract period, we will perform the said obligations.

Date:
Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal:

CERTIFICATION FOR LOCAL CONTENT

To:
General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East), Mumbai – 400051

Dear Sir,

Ref: .: Our bid for RFP for Supply, Deployment Maintenance & Support of Centralized Web based E-TDS System

Bidder Name:

This is to certify that proposed <services as per scope of work> is having the local content of% as defined in the above mentioned RFP and amendment thereto.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 29, 2019.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Countersigned by the bidder:

Bidder- (Authorized Signatory)

ANNEXURE-XXII - UNDERTAKING OF INFORMATION SECURITY COMPLIANCE

(This letter should be on the letterhead of both bidder and OEM (IF ANY) duly signed by an authorized signatory)

To:

General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East),

Mumbai – 400051

Sir,

**Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support of
Centralized Web based E-TDS System**

We hereby undertake that the proposed solution / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) during entire contract period. If, any case reported, to be fixed by the bidder without any additional cost to the bank on immediate basis.

Yours faithfully,

Signature of Bidder: _____

Name: _____

Business address: _____

Place:

Date:

ANNEXURE –XXIII

KNOW YOUR EMPLOYEE (KYE) COMPLIANCE

(This letter should be on the letterhead of bidder duly signed by an authorized signatory).

To:

General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East), Mumbai – 400051

Sir,

Reg.: .: Our bid for RFP for Supply, Deployment Maintenance & Support of Centralized Web based E-TDS System

We (name of the company) hereby confirm that all the manpower (both on-site and off-site) deployed/to be deployed on Bank’s project for (Name of the RFP) have undergone our internal KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.

1. We undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages , claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

2. We further agree to submit the required supporting documents (Process of screening, Background verification report, police verification report(issued in last six months), character certificate regarding fit and satisfactory conduct, ID card copy, Educational document, etc) to Bank before deploying officials in Bank premises for (Name of the RFP).”

Yours faithfully,

Signature of Bidder: _____

Name: _____

Business address: _____

Place:

Date

UNDERTAKING OF AUTHENTICITY OF SOLUTION (HARDWARE AND SOFTWARE)

This letter should be on the letterhead of bidder duly signed by an authorized signatory).

To,

General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East), Mumbai – 400051

Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support of Centralized Web based E-TDS System

Dear Sir,

With reference to the subject matter, we hereby undertake that all the components/parts/assembly/software used in the Solution, Hardware, Application Server Software and Backup software for Proposed Solutions shall be original and new components / products only, from respective OEM (IF ANY)s of the products and that no refurbished / duplicate / second hand components / Parts / Assembly / Software are being used or shall be used.

We also undertake that in respect of licensed operating system/other required software, if any, the same shall be supplied along with the authorized license certificate (e.g. Product Keys, if any on Certification of Authenticity) and also that it shall be sourced from the authorized source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

We hereby undertake to produce the certificate from our OEM (IF ANY) Service Provider in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM (IF ANY) Service Provider's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, we agree to take back entire setup (i.e. Servers, Application Server Software and Backup software) for BOI Website Solution without demur, if already supplied and return the money if any paid to us by you in this regard

We (system OEM (IF ANY) name) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Signature of Bidder: _____

Name: _____

Business address: _____

Place:

Date:

ANNEXURE –XXV

**UNDERTAKING OF EXPERIENCE OF INSTALLATION AND SUPPORT OF
PROPOSED SOLUTIONS**

(This letter should be on the letterhead of bidder duly signed by an authorized signatory).

To:

**General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East), Mumbai – 400051**

**Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support of
Centralized Web based E-TDS System**

Dear Sir,

We hereby undertake that we (in case of OEM (IF ANY)) / our partner(Name of Bidder) are/is possessed expertise in implementation and support of proposed solution in compliance of RBI guidelines (and its amendments) and best industry standards.

Yours faithfully,

Signature of Authorized Signatory from OEM (IF ANY)/ bidder _____

Name: _____

Business address: _____

Place:

Date:

ANNEXURE –XXVI

UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP
(To be submitted on the bidder Company's Letter Head)

Date:

To:

**General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East), Mumbai – 400051**

**Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support of
Centralized Web based E-TDS System**

Sir/Madam,

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP including all addendum/amendment/ corrigendum floated for Bank of India pertaining to this RFP Ref. No. **HO:TDS:2021-22:KS:15**

Authorized Signatory

(Name)

Designation

Seal/Stamp of the Contractor

Date:

SOFTWARE/SOLUTIONS INTEGRITY CERTIFICATE

To:

**General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, “G” Block, 8th Floor,
Bandra Kurla Complex, Bandra (East), Mumbai – 400051**

**Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support of
Centralized Web based E-TDS System**

Sir/Madam,

INTEGRITY STATEMENT

This is to certify that our product, Version:
..... (Hash Value -
.....), developed by and a copyright of
..... follows standard secure coding practices and
has been tested and certified for the following checks:

- i. That the application has undergone the required level of unit, system, stress and volume tests and is free of any obvious bugs.
- ii. That the software is tested with anti-virus/anti-malware software and is free of any known virus/malwares at the time of sale.
- iii. That the application is free of any covert channels in the code being provided and subsequent modifications to be done on them.
- iv. We have evaluated the cryptographic implementation and have ensured that only cryptographic modules based on authoritative standards and reputable protocols are used.
- v. We confirm that Source code testing is carried out on application source code (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.
- vi. We confirm that Application Security testing is carried out for application (to identify and detect security threats and weaknesses in its systems) and there are no OPEN vulnerabilities.
- vii. We confirm that we are conducting secure coding training programs for our software developers/testers on periodical basis

We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis.

Authorized Signatory

Date:

ANNEXURE –XXVIII

UNDERTAKING FOR SOURCE CODE AND APPLICATION SECURITY TESTING

(To be issued by Service Provider's/ OEM (IF ANY) on company's Letter Head)

To:

**General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, "G" Block, 8th Floor,
Bandra Kurla Complex, Bandra (East), Mumbai – 400051**

**Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support of
Centralized Web based E-TDS System**

We hereby undertake that our product has undergone following-

- i. Source code audit (Comprehensive analysis of source code for discovering bugs and security breaches and its compliance) has been done by..... (Name of Consultant).The summary on compliance /clearance of the same is attached with technical bid.
- ii. The solution has undergone SAST/DAST/IAST for application security testing and clearance /compliance of the same has been obtained from..... (Name of the firm). The same is in compliance of RBI guidelines (and its amendments) and best industry standards.
- iii. For any version change/upgrade, the solution undergone and cleared on both of above i.e. Source Code Audit and SAST/DAST/IAST for application security testing.

We also confirm that the above practices will be met by us for all the changes that we make in the application/ module on a regular basis during contract time.

Authorized Signatory (Service Provider/OEM (IF ANY))

Name-

Designation-

Place:.....

Date:

ANNEXURE –XXIX

Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To,
Bank of India.

.....

.....

Dear Sir,

**Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support of
Centralized Web based E-TDS System**

Bidder Name:

We, M/s ----- are a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

Or

*We, the Bidder are from such a country and has been registered with the Competent Authority i.e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under

Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(*Delete whichever is not applicable)

- c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

“ Definitions

"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

"Bidder from a country which shares a land border with India" for the purpose of this Order means:

- a) *An entity incorporated, established or registered in such a country; or*
- b) *A subsidiary of an entity incorporated, established or registered in such a country; or*

- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" for the purpose of above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."

Executed at..... On this the ...day of

Authorised Signatory

M/s-----

Signature and Name

Seal of the Bidder

**Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached*

UNDERTAKING FOR COMPLIANCE

(To be submitted by Bidder and OEM on company's Letter Head)

Date:

To:

**General Manager
Bank of India
Finance Department, Head Office,
Star House – I, C-5, "G" Block, 8th Floor,
Bandra Kurla Complex, Bandra (East), Mumbai – 400051**

**Reg.: Our bid for RFP for Supply, Deployment Maintenance & Support of
Centralized Web based E-TDS System**

We hereby undertake the following-

- i. The proposed solution is in adherence to the statutory guidelines and its subsequent amendments (in present and in future).
- ii. Mandatory Compliance of EASE reforms requirement as per GOI.
- iii. The proposed solution should have provision of handshake / interface / integration with Bank's existing Systems/ hardware / software / CBS (Finacle)/ e-Banking, Mobile Banking, SFTP, DMS, CAPS Loan module, e-Platform, CRM, OCRM, Call Centre, Bank's email, Bank's Security Solutions, SMS Systems, CIBIL etc. and Government portals like Income tax, UIDAI, NSDL and other related platforms.
- iv. We undertake to make all software upgrade / modifications necessary to conform to any changes or modifications required by the Bank, from time to time.
- v. We not violated any intellectual property Rights

We confirm for compliance of all above points during the entire contract period at no additional cost.

Authorized Signatory (Service Provider/OEM (IF ANY))

Name-

Designation-

Place:.....

Date:

ANNEXURE-XXXI

CHECK-LIST FOR BID SUBMISSION

S. No.	Document	Attached with Bid (Y/N)	Page Numbers	
			From	To
1.	Terms and Conditions (Annexure - I)			
2.	Letter of Proposal / Undertaking from the Bidder(Annexure - II)			
3.	Eligibility Criteria (Annexure -III)			
4.	Bidders Information (Annexure – III(a))			
5.	Scope of work (Annexure – IV)			
6.	Parameters for Evaluation of Technical Bids (Annexure -V)			
7.	Compliance Statement (Annexure -VI)			
8.	Undertaking for Non Blacklisted (Annexure –VII)			
9.	Commercial Bid (Annexure -VIII)			
10.	Parameters for selection of consultant (Annexure –VIII-A)			
11.	Self-Declaration for Earnest Money Deposit (Annexure - IX)			
12.	Performa for Integrity Pact (Annexure - X)			
13.	Integrity Agreement (Annexure - XI)			
14.	Undertaking from the Bidder on their Company's letter head (Annexure - XII)			
15.	Authorization Letter Format (Annexure - XIII)			
16.	Net-worth Details (Annexure - XIV)			
17.	Non-Disclosure Agreement (Annexure -XV)			
18.	Format of Performance Bank Guarantee (Annexure – XVI)			
19.	Self-Declaration (Annexure – XVII)			
20.	Litigation Certificate (Annexure – XVIII)			
21.	Performance Certificate (Annexure – XIX)			
22.	CERTIFICATION FOR LOCAL CONTENT (Annexure XXI)			
23.	Undertaking from OEM (OEM letter head) (Annexure - XX)			
24.	CERTIFICATION FOR LOCAL CONTENT (Annexure -XXI)			
25.	UNDERTAKING OF INFORMATION SECURITY COMPLIANCE (Annexure - XXII)			
26.	KNOW YOUR EMPLOYEE (KYE) COMPLIANCE(Annexure - XXIII)			
27.	UNDERTAKING OF AUTHENTICITY OF SOLUTION (HARDWARE AND SOFTWARE (Annexure – XXIV)			
28.	UNDERTAKING OF EXPERIENCE OF INSTALLATION AND SUPPORT OF PROPOSED SOLUTIONS (Annexure – XXV)			

29.	UNCONDITIONAL ACCEPTANCE OF THE TERMS & CONDITIONS OF THE RFP (Annexure – XXVI)			
30.	SOFTWARE/SOLUTIONS INTEGRITY CERTIFICATE (Annexure – XXVII)			
31.	UNDERTAKING FOR SOURCE CODE AND APPLICATION SECURITY TESTING (Annexure – XXVIII)			
32.	Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017 (Annexure – XXIX)			
33.	UNDERTAKING FOR COMPLIANCE (Annexure – XXX)			
34.	Check list for Bid Submission (Annexure – XXXI)			
35.	DD of Rs.41,300/- including goods and service tax at applicable rate payable to Bank of India toward cost of Tender Document (Please mention the tender name with year and company/organization name at the back of DD/Pay order)			
36.	Certified true copy of Power of Attorney / Board Resolution authorizing official for signing the Bid			
37.	A Performance Satisfactory letter from concerned Department of Bank of India (applicable where bidder has done any assignment with Bank during last five years)			
38.	Any other document			