



Odisha Gramya Bank

RFP Reference No: Planning & Treasury/TDS/RFP/ 01/2019-20 dated
06.03.2020

**Request for Proposal
for
Appointment of
Consultant for Centralization of TDS Returns of the Bank and Compliance
thereof in Odisha Gramya Bank**

**Odisha Gramya Bank
Planning & Treasury Department
Head Office
Gandamundam Khandagiri,
Bhubaneswar-751030
Phone: 06742353005
Email id: planning@odishabank.in**

Request for Proposal (RFP) for Appointment of Consultant for Centralization of TDS Returns of the Bank and Compliance thereof in Odisha Gramya Bank

RFP reference	Planning & Treasury/TDS/RFP/01/2019-20 dated 06.03.2020
Name of the Department	Planning & Treasury Department
Purpose	Request for proposal for appointment of Consultant for Centralization of TDS Returns of the Bank and compliance thereof in Odisha Gramya Bank
Date of Issue	06.03.2020
Last date and time for submission of queries (Through Mail)	11.03.2020 till 5 p.m. E-mail Id: planning@odishabank.in
Pre Bid Meeting	13.03.2020 at 3 p.m. Venue: Odisha Gramya Bank Head Office Bhubaneswar
Bid submission mode	Through open tender The bidder is required to submit Bid through Post/Courier/ or by hand within the scheduled date and time.
Last date and Time for submission of bids	21.03.2020 till 3 p.m.
Address for submission of documents along with Demand Draft towards EMD	General Manager Odisha Gramya Bank Planning & Treasury Department Head Office Gandamunda, Khandagiri, Bhubaneswar - 751030
Validity period of Bid	90 days from date of submission of Proposal
Date of opening of technical bids	21.03.2020 at 4 p.m. Venue: Odisha Gramya Bank Head Office Gandamunda, Khandagiri, Bhubaneswar - 751030

Earnest Money Deposit (Refundable)	Rs.10,000/- (Rupees ten thousand only) in the form of Demand draft in favour of Odisha Gramya Bank, payable at Bhubaneswar. EMD should be enclosed along with Technical bid.
Bid Cost (non refundable)	Rs.1,000/- (Rupees one thousand only) in the form of Demand draft in favour of Odisha Gramya Bank, payable at Bhubaneswar.

Note:

1. This Bid Document is not transferable.
2. This Bid Document is the property of: Odisha Gramya Bank
3. Opening of commercial bid will be intimated to bidders after evaluation of technical bid.

**Request for Proposal (RFP) for
Appointment of Consultants for Centralization of TDS Returns of the
Bank and Compliance thereof in Odisha Gramya Bank**

Section	Sub-Section	Contents	Page Number
		Disclaimer	6
1		Overview of Odisha Gramya Bank	7
2		Context of the assignment	7
3		Terms of reference	8
4		Tenure of the assignment	13
5		Eligibility criteria	14
6		Application process	16
	(i)	Technical proposal	17
	(ii)	Commercial proposal	17
7		Tender schedule and contact details	18
8		Amendment	19
9		RFP purchase	19
10		Evaluation criteria	19
	(i)	The evaluation on consultants will be based on a three step process	19
	(ii)	Scoring methodology	19
11		General terms and conditions	25
	(i)	Non transferable bid	25
	(ii)	Format and signing of bid	25
	(iii)	Earnest Money Deposit (EMD)/Bank Guarantee In Lieu Of EMD	25
	(iv)	Technical bid	26
	(v)	Commercial bid	26
	(vi)	Final selection	27
	(vii)	Award of Contract	27
	(viii)	Clarification of bids	27
	(ix)	Notification of awards	28
	(x)	Signing of contract / agreement	28
	(xi)	Payment terms	28
	(xii)	Performance Guarantee	28
	(xiii)	Bank's rights	29

Section	Sub-Section	Contents	Page Number
	(xiv)	Other instructions	29
	(xv)	Compliance confirmation	31
	(xvi)	Undertaking by consultant	31
	(xvii)	Assignment	32
	(xviii)	Indemnity	32
	(xix)	Representations and Warranties	32
	(xx)	Confidentiality	34
	(xxi)	Termination of Contract	34
	(xxii)	Publicity	35
	(xxiii)	Force majeure	35
	(xxiv)	Penalty	35
	(xxv)	Resolution of disputes	36
	(xxvi)	Governing language	36
	(xxvii)	Governing law / jurisdiction	36
	(xxviii)	No legal Relationship	36
	Annexure A	Covering letter – technical offer	37
	Annexure B	Proposal form	38
	Annexure C	Technical bid	40
	Annexure D	Covering letter– Commercial Offer	43
	Annexure E	Commercial Bid	44
	Annexure F	Undertaking of the bidder	45
	Annexure G	Details of persons forming the team	46
	Annexure H	Authorization letter	47
	Annexure I	Integrity Pact	48
	Annexure J	Eligibility criteria –check list	54
	Annexure K	Performance Certificate	55
	Annexure L	Litigation Certificate	56
	Annexure M	Undertaking for Non-Blacklisted Firm/Company	57

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document/ Bid Document) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Odisha Gramya 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 information is provided.

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

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

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

Subject to any law to the contrary, and to the maximum extent permitted by law, Odisha Gramya Bank 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.

**Request for Proposal (RFP) for
Appointment of Consultants for Centralization of TDS Returns of the
Bank and Compliance thereof in Odisha Gramya Bank**

1. Overview of Odisha Gramya Bank:

Odisha Gramya Bank is one of the Regional Rural Banks in India established in the year 2013. As of now, the bank has a network of **Head Office, 9 Regional Offices** and 549 branches spread in 13 districts of Odisha. The Bank offers wide range of products and services.

2. Context of the assignment:

Bank intends to have a solution to cater the needs of the Bank related to eTDS. The tax has to be deducted at source in compliance with the Income Tax Act and Rules, from Depositors, Vendors, Employees and Pensioners. Such deduction has to happen at different Levels in the 3-tier Organizational structure like Head Office, Regional Offices and Branches.

At present we are having Head Office, 9 Regional Offices and 549 branches/offices in Odisha spread over 13 districts and are registered branch/office wise in order to comply with Income tax guidelines i.e. we have approx. 561 TANs for branches, Regional offices and Head office. Bank has to file different types of TDS returns viz, 24Q/26Q and filing of other returns namely Form 15G/15H,SFT, Form 60 etc.

The Bank requires Enterprise level End to End solution to file various TDS and related returns in compliance with the Income Tax guidelines without any limitation in respect of number of Branches/ Regional Offices / TAN numbers, no. of employees etc.

- ❖ Remittance of TDS as well as filing of TDS returns are to be done at ROs/HO TAN.
- ❖ To generate UIN of Form 15G/15H on single TAN basis along with return of Form 15G/15H on a single TAN/RO TAN basis separately.

Hence, in light of the above facts, Odisha Gramya Bank, hereinafter referred to as Bank invites technically eligible and commercially competitive proposals from experienced and reputed Service Providers having requisite software solution / application and technical expertise for providing “End to end solution to handle the TDS compliances of the Bank and filing of TDS Returns under a Centralized E-TDS system” in our Bank.

3. Terms of reference:

The objective of this assignment is to work with the Bank in filing of Centralized TDS Returns of the Bank as well as effective administration, monitoring and providing support and required changes to the Information Technology Department (ITD) of the bank so as to make the Bank as fully compliant. Notwithstanding any stipulation anywhere under the RFP, limiting the scope of the services offered, all assistance in the nature of advice, guidance and any other services ought to be provided by the successful bidder as per the terms of the RFP shall be extended to the Bank till 31.03.2023.

Scope of the Assignment:

1. Study the existing system, policies and procedures on tax deduction structure of the Bank and submit report about impact on the compliance and procedures under the ACT etc.
2. Perform proper and full analysis to identify lacuna in the existing system vis-à-vis requirements under the ACT.
3. Hosting of WEB based TDS solution in the Bank Data Centre & DR Site, including importing of Data from existing Core Banking and other TDS source applications.
4. The bank will provide requisite Database and the selected Bidder will be responsible for installation and Hosting the offered solution flawlessly.
5. Software Solution should facilitate Remittance of TDS deducted by the Branches/Regional offices TANs, generation of Challans for payment of TDS deducted from Salaries, Pension, Non-salaries and Non-Resident payments by segregating the data based on nature of payment (Separate challan is required for deposit of TDS amount from payment of Salary, Pension, Contractors, Rent, Interest etc) and payees i.e., Company and Non-Company.
6. Software Solution should facilitate Reconciliation of payments made and TDS deducted by various applications of the Bank with that of balance outstanding in the respective payable accounts to be made.
7. Software Solution should facilitate to create Branch and TDS Deductor master by importing data from the existing CBS/ HRMS/ Pension Payment 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 Database etc.
8. Software Solution 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/ 9 ROs. Creation of Challan Payment Mechanism, updating CIN Nos./ generation of CIN No etc., for meeting the functional requirements as given in this Tender.

9. Software Solution 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. Presently, pension module is not there and pension payment is being made manually.
10. Software Solution should facilitate automated allocation of challans against the respective deductee records in E-TDS application as well as in Banks" source application systems.
11. Software Solution 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), 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.
12. Service Provider's utility should timely handle the adjustment interest/ negative interest in CBS/ Pension recovery /Payment recoveries during challan generation and return filing.
13. Software Solution should facilitate Seamless filing of E-TDS returns for all specified TDS returns as per prevailing statutory Income Tax rules and guidelines. Currently 24Q , 26Q, 27Q and any future returns as and when introduced by Income Tax Department within the due dates for all Branches/Regional Offices/TANs of the Bank.
14. Software Solution 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.
15. Software Solution should facilitate Centralized generation and downloading of Form 16 / 16A from TRACES through Bank's intranet by Branch/ Regional Office / Head Office within the specified Income tax department timeframe and be made available to the branches/RO/HO immediately. Application should be capable of emailing downloaded Form 16/16A 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 16/16A which can be accessed by branches subsequently.

16. Software Solution should facilitate Generating & emailing of E-TDS returns acknowledgments (Form 27A), success /Failure reports, reconciliation reports directly to the Branches / Regional Offices/HO & centralized TDS cell. System should maintain history of these emailed reports in Database.
17. The vendor should upgrade and update its Application/utility from time to time to meet all requirements/ guidelines of Income Tax department regarding slabs of Income Tax, TDS thereon & maintenance of changes for File Validation Utility (FVU) within the stipulated time frame.
18. 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 TINNSDL/Traces/ CPC TDS site may be facilitated. 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/Regional office Level and related monitoring and reporting facility should be available at controlling office/Head Office level.
19. 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.
20. Software Solution should facilitate to prepare and submit necessary MIS as per the Banks requirement from time to time and facilitate generation of reports Branch wise/ Regional Office wise/ Head Office Department wise and as a whole of the Bank.
21. Software Solution should facilitate to generate the data required for compilation of Tax audit report.
22. Vendor 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.
23. Form 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 15G/15H return on TAN of HO/ROs for Bank as a whole, necessary submission and other compliances related with Form 15G/15H. Presently,form 15G/H is being manually filed at branch level and data is being maintained in excel format.
24. Data validation for timely filing of Form 61 for Bank as a whole on the basis of data provided by the Bank related to Form 60.
25. Data validation for timely filing of Form 61A for Bank as a whole on the basis of data provided by the Bank.

26. The vendor should assist the Bank to clear old outstanding defaults and ensuring NIL future TDS defaults by advising necessary rectifications in the Bank's applications systems, and also assist the Bank in changing database and processes to enable bank to surrender the TANs for Consolidation of TDS returns at Regional Office/Head Office level.
27. 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. The vendor should preferably have an office at Bhubaneswar. The vendor is not eligible for any TA/DA in case the Vendor does not have an Office at Bhubaneswar.
28. The Vendor's web application/utility should be able to generate audit logs as per Bank's requirements.
29. Attending to queries, communications and complaints from branches and other offices of the Bank and responding the same within 48 hours.
30. Assistance and handholding during all the audits, in replying to:
 - Queries raised during such audits;
 - Queries raised by the departments pertaining to TDS; and
 - Show-cause notices if any, except personal hearings and in ensuring general compliance till 31.03.2023.
31. To provide any other advice to the Bank on any other TDS related issues sought by the Bank.
32. To advise the Bank in amendment of existing software or development of new functionality or software, if required, to comply with TDS and all relevant Rules and Provisions with respect to TDS.
33. Put in place necessary checks to ensure integrity of data being received at the centralized platform.
34. Guidance/advices for developing necessary tools for review, monitoring, reporting and compliance with reports required for TDS Returns.
35. To continuously review the systems and software for ensuring compliance with TDS requirements.
36. Provide/Guide the necessary changes required on account of any changes/modifications that may be brought in TDS Laws from time to time by the Government.
37. The consultant to present before the Steering Committee or any other committee, the progress and status in the centralization of TDS Returns of the Bank, whenever required.
38. The above list is illustrative and not exhaustive, viz., the terms of reference shall include providing professional assistance for all activities required for

the successful centralization of TDS Returns of the Bank and handholding for filing monthly and periodical returns, including that of March 2023 returns, as well as providing advisory in connection with centralization of TDS Returns of the Bank, till 31.03.2023.

39. The selected vendor should provide required software and licenses, if any, including implementation / execution of the same within the stipulated time period.
40. The Bidder should take care of all aspects of installation on existing setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis with an option to Bank to exit after 90 days' notice.
41. Bidder will have to ensure the troubleshooting in all forms like technical, administrative, consultancy and deductor /deductee related issues etc.
42. Bidder should provide Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow.
43. 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.
44. The scope of the services is to be provided for 3 years with an option to the Bank to exit after 30 days' notice.
45. Time, being an essential feature of the contract, the selected vendor is expected to implement & install the systems in 20days from the date of appointment as Consultants.

Clarification of Queries:

A prospective Applicant requiring any clarification of this RFP may notify Odisha Gramya Bank in writing by E-mail at planning@odishabank.in. Odisha Gramya Bank shall discuss all the queries received within 11.03.2020 (5 P.M.) in pre bid meeting with the presence of all authorised representatives and a corrigendum if required will publish in web site after recommendation of Special Committee / Purchase cum Negotiation committee.

Due Diligence:

The bidder is expected to examine and understand all instructions, forms, terms and specifications and the scope of work detailed in this RFP. Bids shall be deemed to have been submitted after careful study and examination of the contents of this RFP including the scope of the assignment with full understanding of its implications and requirements. The bids should be precise, complete in all respects and to be submitted in the prescribed format as per the requirement of this RFP only. Failure to furnish all information required by this RFP or submission of a bid not responsive to this RFP in every respect will be at

the applicant's risk and may result in rejection of the bid for which the Odisha Gramya Bank shall not be held liable under any circumstances.

Amendment of RFP:

- a) Odisha Gramya Bank reserves the sole right for including any addendum to this entire bid process. The bidders shall not claim as a matter of right for requiring Odisha Gramya Bank to do any Amendment to the RFP.
- b) At any time before the deadline for submission of bids/offers, Odisha Gramya Bank may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidders, modify this RFP Document.
- c) All prospective bidders who participate in this RFP shall keep themselves aware of any or all such modifications by regularly visiting the website of Odisha Gramya Bank as all changes/ modifications shall be informed through Odisha Gramya Bank website only, and all such amendments shall be binding on them and shall form an integral part of this RFP for the intended purpose.
- d) If required, in order to allow prospective bidders reasonable time to take the amendment into account in preparing their applications, Odisha Gramya Bank reserves the right to extend the deadline for the submission of bids. However no request from the bidder, shall be binding on Odisha Gramya Bank in this regard.

4. Tenure of the Assignment:

This assignment is for 3 years and expected to be completed on 31.03.2023.

The term may be extended **for another 1 year**, solely at the discretion of Odisha Gramya Bank, only on satisfactory review for such period as may be decided by the Odisha Gramya Bank.

Any extension of the completion date due to unforeseen delay will be by mutual consent. In case Odisha Gramya Bank desires to seek further support in implementation or wants to extend the scope of this project, beyond the above scope, it may at its discretion, extend the duration of the project on such commercial terms mutually agreed between the Bank and the consultant. If the consultant fails to complete the above scope of work of this assignment as per the time frame prescribed in the RFP and extension if any allowed, it will be treated as a breach of contract. The bank reserves the right to cancel the order in the event of delay.

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

5. Eligibility Criteria:

The Bidders/Applicants should fulfil the following eligibility criteria:

Sl. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
1	<p>Bidder should be a Registered Company/Firm, with the standing of 5 years as on 31.03.2019.</p> <p>They should have an Average Turnover of Rs. 2.00 crore over the previous three Financial years i.e. FY 2016-17, FY 2017-18 & FY 2018-19 and positive net worth as per latest audited Balance Sheet</p>	<p>Certification of incorporation related document from the respective authority.</p> <p>Audited Financial Statements (FY 2016-17, 2017-18 & 2018-19)</p>	
2.	<p>The firm should be handling similar activity i.e. e-filing of TDS returns, TDS default rectification and e-filing of Form 15G/H for at least three Public Sector Banks for at least 1000 branches / offices of bank.</p>	<p>Bidder has to submit Certificates / letters preferably as per <u>Annexure-K</u> or on the letter head of the issuing PSB which may indicate the activity performed by the bidder along with number of branches covered .</p> <p>Credential certificate pertaining to last two FY issued by Controlling offices like Regional office/ Zonal Office / Central Office should be submitted along with the Bid.</p>	

Sl. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
3.	The bidder should not be involved in any litigation which threatens solvency of company	Certificate is to be provided by the Chartered Accountant/Statutory Auditor of the Firm/ Company, who has audited the latest Financial Statements, as per <u>Annexure- L</u>	
4	Bidder should not have been black listed at any time by the Government/ Government agency /Banks /RBI/ICAI/ / Financial Institutions in India during last 3 Financial Years. Self Certificate/ Undertaking is to be provided	Undertaking to be provided as per <u>Annexure-M</u>	
5	The firm 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 with the Bid duly signed by the authorized signatory of the bidder in case bidder is owner of the software, else authorization letter from the OEM to be submitted to sell the software.	
6	The bidder's solution should be directly integrated with Income Tax e-filing site for direct filing of ETDS and other related returns.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder	

Sl. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
7	The application should be capable of filing the Form 24Q/26Q/27Q besides other required returns such as 15G/H, Form 61/61A etc. Returns directly from the application hosted at Bank's DC/DR Site to Income Tax e-Filing Site as suggested Income Tax without any charges and not through TINFC. The application should be available at branches on Bank's intranet for entry modifications, validation, uploading as well as downloading of form 16 / 16A.	Certificate issued by Controlling offices like Regional office/Circle office/Zonal office/Head office stating these returns are being filed directly at Income tax e-filing site through application of the bidder and not through TIN FC .	
8	The Firm 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 with the Bid duly signed by the authorized signatory of the bidder.	
9	Labour Laws' Compliance by the bidders.	Undertaking to this effect to be submitted.	

Note:-

- 1) Documentary evidence needs to be submitted by the bidder for each of the eligibility criteria.
- 2) Self-declaration needs to be signed by authorized signatory(s).
- 3) Any Bidder who was selected as a successful bidder in any of the earlier RFPs floated by the Bank and who was subsequently found to have rendered deficient service would be automatically disqualified from participating in the bid.

6. Application process:

The application process is as follows:

- a) The application form will be made available in the Odisha Gramya Bank website www.odishabank.in.
- b) Consultancy firms proposing to undertake this assignment should submit their proposals through open tender process. A sealed cover containing the original Demand Draft for EMD super scribed with "Request for proposal for

- appointment of Consultants for Centralisation of TDS Returns of the Bank and Compliance thereof in Odisha Gramya Bank”.
- c) The integrity Pact as per Annexure-I should be duly filled and signed in a stamped paper with a value of Rs.250/- to be submitted along with Technical bid.
- i. **Technical Proposal:** This should include the details of the overall approach for Centralisation of TDS Returns in Odisha Gramya Bank as mentioned in Section 2 and 3 of this RFP. The approach should have a clear layout of the conceptual design and the implementation stages till final compliance of filing of the TDS Returns by the Bank and follow up correction work. The technical proposal should also include details of the team, its composition and key executives, authorized signatory(s) proposed in various stages of the project.
- ii. **Commercial Proposal:** This should include the financial quote covering the total fees/ cost for the assignment for the entire duration of the project. The financial quote should be in Indian rupees and should include all expenses proposed other than taxes.
- d) Selected bidder will have to give an undertaking to maintain confidentiality of the information / documents obtained by them during the course of implementation of the assignment as per Annexure F. Selected Bidder has to sign Non-disclosure Agreement(NDA) and Service Level Agreement(SLA) as per requirement of the Bank.
- e) The Bank reserves the right not to accept any bid, or to accept or reject a particular bid at its sole discretion without assigning any reason whatsoever.
- f) The cost of bidding and submission of bid documents is entirely the responsibility of bidders, regardless of the conduct or outcome of the tendering process.
- g) The sealed covers containing the original Demand Draft towards Bid Cost and EMD, Technical Proposal and Integrity Pact be put in a sealed envelope to be super-scribed with “Request for proposal for appointment of Consultants for Centralisation of TDS Returns and Compliance thereof in Odisha Gramya Bank”, addressed to the
General Manager, Planning & Treasury Department, to be submitted on or before 21.03.2020 (3.00pm) at the following address:

The General Manager
Odisha Gramya Bank
Planning & Treasury Department
Head Office
Gandamunda, Khandagiri
Bhubaneswar - 751030

7. Tender schedule and contact details:

Sl. No.	Schedule of activities leading up to award of assignment for consultancy for Centralisation of TDS and Compliance thereof in Odisha Gramya Bank.	Date / Time
(i)	Release of RFP document	06.03.2020
(ii)	Last date for receipt of queries (if any) from prospective bidders by email	11.03.2020
(iii)	Reply to Queries in pre Bid Meeting	13.03.2020
(iv)	Last date of receipt of bids through open tender	21.03.2020 3.00 pm
(v)	Date of opening of technical bids at Odisha Gramya Bank Head Office, Gandamunda, Khandagiri, Bhubaneswar-751030.	21.03.2020 4 pm*

* In case the Bank does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be opened at 4.00 pm on the next working day at the same venue.

** Opening of commercial bid will be intimated to bidders after evaluation of technical bid.

All communication with respect to this RFP should be addressed to:

**The General Manager
Odisha Gramya Bank
Planning & Treasury Department
Head Office
Gandamunda, Khandagiri
Bhubaneswar – 751030.**

E-mail Id: planning@odishabank.in

8. Amendment:

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

9. RFP Purchase:

The interested eligible bidder may collect RFP from the address given in point 7 above on payment of non-refundable fee of Rs. 1000/- in the form of a Demand Draft issued by a Scheduled commercial bank favouring Odisha Gramya Bank payable at Bhubaneswar. Alternatively RFP documents can be downloaded from the Odisha Gramya Bank website www.odishabank.in in which case the bidder will have to pay while submitting sealed cover containing DD for EMD and Integrity Pact. Bids not accompanied by the Demand Draft of requisite amount shall be rejected.

10. Evaluation Criteria:

- i. The evaluation of consultants will be based on a three step process:-
 - a) **Consultants qualifying will be invited for a presentation. Technical scores** will be given based on the bid submission and presentation.
 - b) Post presentation, Consultants scoring a minimum of 70% marks in technical scoring along with qualifying all parameters in technical specifications and functional specifications will qualify for commercial evaluation and their commercial bids will be opened.
 - c) For final award of the assignment, The consultant qualifying for commercial evaluation bidding lowest price (L1 bidder) will be recommended for award of the contract.

In case the number of bidders qualifying in the technical evaluation stage is less than two, then it is at Bank's discretion, to choose the single qualify bidder or discontinue the evaluation process or re-tender.

Scoring methodology:

The technical scoring of the proposals will broadly be on the following criteria:

Technical Scoring

Sl No	Evaluation Parameters	Maximum Marks
1	Standing of firm/organization	20
	Minimum three (3) years of practice as a TDS Consultants in Banks / Financial Institutions (including NBFCs)	10

	Two (2) Marks for each completed year of practice as a TDS Consultant in the Banks / Financial Institutions (including NBFCs) subject to maximum of ten(10)marks	10
2	Experience in existing TDS Assignments in Banks/FIs (including NBFCs) which has multistate presence in India.	20
	Minimum Two(2) assignments with Banks	10
	For assignment with additional Banks/Financial Institution(including NBFCs) which has multistate presence in India; two (2) marks per Bank/FI (including NBFCs), subject to maximum of ten (10)marks	10
3	Key Resources	10
	The firm/organisation should have at least three (3)CAs as partners/full time employees having not less than three (3) years' service in the above Firm/Organisation.	5
	For each additional full time employees/partners having qualified CAs or expert in TDS two(2) marks subject to a maximum of five(5) marks.	5
4	Presentation	20
5	TIN-FC for Filing TDS/TCS Returns which is registered with Income-Tax Department	10
	The Firm should have TIN-FC for minimum of three (3) years	3
	1 marks for each of the additional years subject to maximum of two (2)	2
6	Unlimited Correction Return filing	5
7	Domain Knowledge in information technology.	15
	At least any of the two (2) Partners/Qualified CAs / full time employees should have passed DISA/CISA and have adequate knowledge on the information technology used in the Banks or having undertaken System and Design of Centralised TDS for at least one Bank.	5
	Compliance of Technical and Functional Specifications	10

TECHNICAL EVALUATION

S. No	REQUIRED FEATURES	BIDDER'S RESPONSE (YES / NO)	BIDDER'S REMARKS (IF ANY)
A.	TECHNICAL SPECIFICATIONS		
1	The application should be hosted in vendor's 3 Tire data centre having ISO 27001 and having all security aspects. If the application is hosted in cloud, the necessary security certificates should be available from cloud platform provider. The Application should be accessible over internet and should work on all latest browsers.		
2	The application should be client Java independent.		
3	All data and application should be kept with in India and should not be transmitted or accessible outside India.		
4	The application should define and provide a standard format to extract data from our CBS and should provide a user web interface to upload the same as csv or xlxs format.		
5	The application should provide user role management like maker of transaction and checker of transaction.		
6	The portal should provide end to end encryption of data from client PC to Server and vice-versa.		
7	The software solution should be convenient to use. It should have web based graphic interface at branches / controlling Offices.		
8	Ability to provide for access by users through web browser.		
9	Must be Windows based and should be accessible through Windows 7 and above.		
10	It must provide fail-over back-up and recovery capabilities.		
11	The solution should be flexible, modular and expandable to accommodate further upgradation/modifications.		
12	Ability to handle minimum 2 crore of records per quarter initially with the capability to handle additional incremental records in the subsequent quarters.		

13	Solution should not rely on browser helper objects/ active x control/ applets for communicating authentication data to back-end as there are numerous security vulnerabilities found in such add-ons.		
14	Application portal should be SSL secured.		
15	Application should be capable to handle at least 300 concurrent login.		
16	Application Should be able to generate and file return (10000 records per user per minute) of all the branches of Bank within 10 days.		
17	Application must support IPV6 protocol.		
18	The application should be connected with Income-Tax India e-filing website as well as with TRACES and other related websites of I-Tax through internet. The application should also be compatible with the Income tax requirement of web integration.		

B.	FUNCTIONAL SPECIFICATIONS	BIDDER'S RESPONSE (YES / NO)	BIDDER'S REMARKS (IF ANY)
1	<p>The administrator should have the rights to manage the entire application.</p> <ul style="list-style-type: none"> o The administrator can assign roles to users. o Definition of roles shall be parameterized. o This role can also be made universal and applied to the entire application or selected applications. 		
2	Solution should produce detail audit trail including but not limited to user id, computer, IP address, resource being accessed with Urls, timestamp, login time etc.		
3	Solution should be able to produce various event based reports such as enrollments, un-enrollments, logins, unsuccessful logins etc		
4	Application should meet all requirements/ guidelines of Income Tax department and Yearly/time to time updates regarding slabs of Income Tax, TDS thereon & for FVU maintenance of changes		
5	Application should be capable of creating Branch, Deductee, TDS and TDS Deductor master by importing data from the existing CBS/ CHRIS/ Pension application of the Bank maintain the same		
6	The ability to create Challans for payment of TDS deducted from Salaries, Non-salaries and Non-Resident payments should be done by segregating the data based on nature of payment (Separate challan is required for deposit of amount for TDS from payment of Salary, Contractors, Rent, Interest etc) and payees i.e., Company and Non-Company.		
7	Application should be capable of Direct integration with income tax e-filing site for online filing / upload of all returns prepared by the branches into income tax portal through central server using digital signature authentication.		
8	Application should be capable of direct integration with TRACES from Bank's central server for Form 16/16A application, downloading, generation through Head office and thereafter (application should automate all Traces Activity required).		

9	Application should be capable of automated emailing process.		
10	As the Bank's source database are on ORACLE platform, preference will be given to TDS Application based on Oracle database		
11	Application Design should be scalable for shifting from branch-wise to Single TAN either Circle/Zone/Head office for all returns mentioned in point no. 2 above.		
12	Online PAN Verification Facility should be available in the application through Income Tax Database instead of NSDL API		
13	Automated Process should be available in the application through which branch level work should be performed at Head office for :- i. Verification of All Lower Deduction certificate captured by the branches ii. Complete Data Processing should be made at head office on monthly basis iii. Automated emails for short deduction, invalid pan, Challan Error etc. should be made to branches on monthly basis.		
14	Provide assistance to the Bank staff through a robust web based system to provide immediate and timely handholding support on technical and domain issues in order to deal with customer complaints and Income Tax notices.		
15	Provision to add and view FAQs.		
16	The Vendor should assist and apply all the Conso file from TRACES website for returns in default for all the branches. Further, Vendor will ensure NIL future defaults.		
17	The application should be capable of centralized generation of Form-16/16A without involving the branches within the stipulated time limits.		

Note :

- The bidder should provide compliance statement for all the above specifications of technical /functional 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.

11. General terms and conditions to contract:

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

i) Non transferable Bid:

This bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing/sub-contracting whatsoever, without the exclusive written consent of the Bank to this effect.

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

ii) Format and signing of Bid:

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

iii) Earnest Money Deposit (EMD):

- a. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) of Rs.10000/- (Rupees ten thousand only) by way of Demand Draft drawn on any scheduled bank in favour of Odisha Gramya Bank, payable at Bhubaneswar and should be furnished along with the Technical Bid.
- b. Submission of EMD other than along with the Technical Bid is liable to be rejected on grounds of non-submission of EMD.
- c. The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the commercial bid of the technically qualified bidders. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.
- d. The EMD may be forfeited:
 - i) If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - ii) If the selected bidder fails to accept the purchase order within seven days or fails to sign the contract or fails to furnish Performance Guarantee in accordance with the terms of the RFP.
- e. Bidder is to submit Bid cost(Non-refundable) of ` 1000/- (Rupees one thousand only) by way of Demand Draft in favour of Odisha Gramya Bank, payable at Bhubaneswar.

iv) Technical Bid:

The Technical Bid should contain the following information:

- Covering letter as per **Annexure- A** of this document.
- Proposal form as per **Annexure -B** of this document.
- Bidder Firm's Profile along with necessary documentary evidence required for the present RFP engagement and all relevant enclosures as detailed in **Annexure C** of this document.
- Integrity Pact stamped as per **Annexure-I**
- Check list for Eligibility Criteria As per **Annexure-J**
- EMD of Rs.10,000/- (Rupees ten thousand Only) by way of Demand Draft favouring Odisha Gramya Bank, payable at Bhubaneswar.
- Description of the methodology and work plan for performing the assignment.
- List of the key professionals and the support staff for each phase of the assignment as per **Annexure-G**.
- Any additional information including assumptions that the Consultant team may think fit but not included elsewhere in the proposal, which will help the Bank to assess the capabilities of the consultant.
- Demand Draft (Non-refundable) for Rs. 1,000/- (Rupees one thousand only) favouring "Odisha Gramya Bank" as fees for participating in tender (Bid cost), where the RFP document was downloaded from the website of the Bank.
- Duly signed authority letter by the competent authority of the firm, authorizing the executants to sign the bid on behalf of the firm as per **Annexure- H**.

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

v) Commercial Bid:

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

Technical Bid and presentations to the Bank by the successful bidders in technical bid.

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

In case the number of bidders qualifying in the technical evaluation stage is less than two, then it is at Bank's discretion, to choose the sole bidder or discontinue the evaluation process or re-tender.

vi) Final selection:

Bidders who achieve overall score of 70% or above in technical scoring, Acceptance of all parameters in Technical Specifications & Acceptance of all parameters in **Functional Specifications** will qualify for the next stage of evaluation (Commercial bid evaluation).

For final award of the assignment, The consultant qualifying for commercial evaluation bidding lowest price (L1 bidder) will be recommended for award of the contract

In respect of all qualified bidders, in whose case the commercial bid has been opened, consultant bidding lowest price will be L1 bidder

Successful bidder will be the L1 Bidder.

vii) Award of Contract:

In the case of tie between two or more bidders, a fresh commercial bid will be called upon from these bidders for evaluation and selection of the consultant.

viii) Clarification of Bids:

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

ix) Notification of Award:

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

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

**The General Manager
Planning & Treasury Department
Odisha Gramya Bank
Head Office
Bhubanear- 751030**

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

x) Signing of Contract / Agreement:

The successful bidder / consultant will be required to enter into an Agreement / Contract as per Bank's prescribed format within seven days from the date of acceptance by the successful bidder of the offer of the Bank. The failure, delay or evasion on the part of the successful bidder / consultant to commence project within 15 days from the date of execution of the Agreement / Contract will result in termination of the Agreement /Contract.

In case of termination of the Agreement /Contract on account of failure, delay or evasion on the part of the successful bidder/ consultant to commence the project within 15 days from the date of execution of the agreement, the contract shall be awarded to the next highest scorer.

xi) Payment Terms:

Bank will release payment of the agreed professional fees to the selected bidder after deduction of applicable taxes at source. The exact payment schedule will be linked to predefined mile stones and will be informed to the successful bidder, separately by the bank subsequently.

xii) Performance Bank Guarantee

- a. The successful bidder should submit a Performance Guarantee for 10% of total value of the contract within 15 days from the date of acceptance of the Order.
- b. Bank Guarantee may be obtained in the format as prescribed by Odisha Gramya Bank, from any of the Scheduled Banks (other than Odisha Gramya Bank).

- c. The Performance Bank Guarantee should be valid for total contract period from the date of acceptance of the Contract by the Successful Bidder with the Bank and shall be retained till the completion of Contract period. The guarantee should also contain a claim period of one year from the last date of validity.
- d. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- e. The bank guarantee will be returned to the bidder on Completion of the Contractual Period, including the extended period for performance of the contract, if any.
- f. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the successful bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

xiii) Bank reserves the right to the following:

- Reject any or all proposals received in response to the RFP without giving any reason therefor.
- Reject the proposals received in response to the RFP containing any deviation
- Waive or Change of any formalities, irregularities, or inconsistencies in proposal format delivery.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- To independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended services for similar assignment.
- Modify the time period stipulated for completion of assignment during the execution of assignment if it deems fit.

xiv) Other Instructions:

- a) The key persons identified for the project should carry out their activities from the premises of the Bank. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the Qualification Criteria and preferably should have been involved in a similar assignment. However the Bank reserves the right to accept / reject / substitute the key personnel allocated for the project.

- b) The bidder / consultant selected for the assignment should adhere to the quality standards, all applicable regulatory directions/ guidelines in this regard.
- c) The bidder / consultant selected for the assignment should treat as confidential all data and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- d) The proposal should be submitted strictly in the formats provided in this RFP document.
- e) The proposal should be free of overwriting/ corrections /alterations.
- f) The proposals and related Annexure should be signed by the authorized representative/s of the Consultant. The executants' authority to represent and bind the Consultation Firm must be confirmed by a written authority letter issued by the Competent Authority of the Consultant Firm accompanying the proposal.
- g) All bids and supporting documentation shall be submitted in English only.
- h) 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.
- i) It is hereby clarified that the Bid / response to the RFP should be submitted in the exact format given herein without making any changes/alterations to the RFP document. Any change/alteration made to the RFP document by the participant would make the respective Bid/ response to the RFP void and the same shall be liable to be rejected by the Bank without further going into the merits of the tender.
- j) 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.
- k) The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders / their representatives, who choose to attend.
- l) The bidder should note to modify the software and procedures to align the TDS related work in line with the Amendments in the Income Tax ACT/Finance ACT etc. then and there in order to ensure Compliance with existing Laws at all times.

xv) Compliance confirmation:

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

xvi) Undertaking by Consultant:

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

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

The bidder / consultant shall further ensure the strict compliance of the guidelines issued by Central Vigilance Commission for the purpose of selection and employment of consultants. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of contracts:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

xvii) Assignment:

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

xviii) Indemnity:

The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including litigation cost and reasonable attorneys fees), arising before or after completion of implementation of the assignment, which result from or arise in connection with or are related in any way to claims by third parties arising out of or in connection with

- The bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the Bank; infringement of intellectual property rights of any third party while implementing the project, acts or omissions of negligence, or misconduct by the bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, consultants, and / or other authorized persons.

- The responsibility to indemnify with regard to any indemnity claims arising in relation to the performance hereof set forth in this Clause shall survive the termination of this Agreement for any reason.
- The selected bidder has to execute a Deed of Indemnity as per prescribed format.

xix) Representations and Warranties:

- a) That the bidder is a Company/ registered Partnership firm/LLP which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Odisha Gramya Bank.
- b) That the bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting 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 fulfil 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 Odisha Gramya 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 Odisha Gramya Bank as Odisha Gramya 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 Odisha Gramya Bank, its directors, officers, employees, representatives, consultants 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 – (1) no legal proceedings pending or threatened against bidder or any of its partners or its team which adversely affect/may affect performance under this Engagement; and (2) no inquiries or investigations have been threatened, commenced or pending against the bidder or any of its Partners or its team members by any statutory or regulatory or investigative agencies.
- j) That the Applicant has the corporate power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Engagement.
- k) That all conditions precedent under the Engagement has been complied with.
- l) That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement (1) will contravene any

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

xx) Confidentiality:

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

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

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

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

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

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

xxi) Termination of Contract:

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

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

In addition to the cancellation of order, the order shall be passed to next qualified bidder.

xxii) Publicity:

No publicity should be done by the bidder in which the name of Odisha Gramya Bank is to be used and the consultant, either by itself or through its associates, shall not use the name and / or trade mark / logo of the Bank in any marketing publication or advertisement or in any other manner without the explicit written permission of Odisha Gramya Bank.

xxiii) Force Majeure:

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

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

xxiv) Penalty:

It is expected of the selected consultant to provide services as mentioned in Scope of Work and the terms of the RFP. Inability of the consultant to either provide the requirements as per the scope of work or to meet the timelines as specified would be treated as breach of contract and Odisha Gramya Bank would invoke the penalty clause. The proposed rate of penalty would be based on the agreement between Odisha Gramya Bank

and selected bidder during agreement finalization. Overall cap for penalties will be 40% of the Total fee. These rights shall be in addition to and without prejudice to other rights available to Odisha Gramya Bank including but not limited to termination of contract, invocation of indemnity and recovery of amount paid, etc.

xxv) Resolution of Disputes:

Odisha Gramya Bank and the bidder shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Odisha Gramya Bank and the bidder are unable to resolve amicably a contractual dispute; either party may require that the dispute be referred for resolution by formal arbitration. Both parties may agree upon a single arbitrator. If there is no consensus for a single arbitrator, then each party shall appoint one arbitrator and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be concluded in English and a written order shall be prepared. The Arbitration and Conciliation Act 1996 shall apply to the arbitration proceedings and the venue & jurisdiction of the arbitration shall be Bhubaneswar.

However the above clause does not preclude either party from approaching Court of Law seeking remedies available at law and in equity.

xxvi) 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.

xxvii) 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 Bhubaneswar.

xxviii) No legal relationship

No binding legal relationship will exist between any of the bidders and Odisha Gramya Bank until execution of contractual agreement.

General Manager

(Covering letter) Technical Offer

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

Date: _____

To
The General Manager
Odisha Gramya Bank
Planning & Treasury Department
Head Office
Gandamunda, Khandagiri,
Bhubaneswar- 751030.

Dear Sir,

Sub: Your RFP for Appointment of Consultants for Centralisation of TDS and Compliance thereof in the Odisha Gramya Bank.

With reference to the above RFP including the amendments, if any, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to provide our services for comprehensive assessment and road map for Centralisation of TDS and compliance requirements in Odisha Gramya Bank's Subsidiaries and Associate as detailed in your above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical Offer. The offer shall be binding on us up to 90 days and subject to the modifications resulting from contract negotiations.

Yours faithfully,

(Name and Designation, seal of the firm/Organisation)

Encl: Sealed cover containing Original Demand Draft for cost of Document and EMD.

**PROPOSAL FORM
(To be included in Technical Proposal Envelope)**

Date: _____

Sir,

Request for Proposal

Appointment of Consultant for Centralisation of TDS and Compliance thereof in the Odisha Gramya Bank.

Planning & Treasury/TDS/RFP/ 01/2019-20 dated 06.03.2020

Having examined the RFP Document, we, the undersigned, offer our services to provide Consultancy for Centralisation of TDS in Odisha Gramya Bank in conformity with the requirements mentioned in said RFP documents.

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

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

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

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

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

We understand that Odisha Gramya Bank is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we will not claim any expenses incurred by us in preparing of bid documents and that Odisha Gramya Bank will not defray any expenses incurred by us in proposal.

We are also aware that Odisha Gramya Bank has also right to re-issue / recommence the bidding process, to which we do not have right to object and have no reservation

in this regard; the decision of Odisha Gramya Bank in this regard shall be final, conclusive and binding upon us.

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

Dated this day of2020

(Signature)

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

PART - A

TECHNICAL BID

Request for Proposal for appointment of Consultant for Centralisation of TDS and compliance thereof in Odisha Gramya Bank

Particulars	Details to be furnished or the Particulars	Details of Enclosures to be Submitted
Name of the Bidder		
Address of Registered Office		
Country of incorporation		
Telephone/mobile and Fax number		
Name and designation of the person authorized to make commitments to the Bank		
Date of incorporation of the Bidder		
E mail address		
Presence/locations of Offices in India		
Experience in the field of Direct tax/TDS as a consultant.		Please attach a separate sheet, if required.
Details of TDS Consultancy services undertaken in India.		Please attach a separate sheet, if required.
Details of Direct Tax/TDS consultancy services undertaken in public sector Banks and in other Banks in India		Please attach a separate sheet, if required. Details of credentials. (Give scope of work for each assignment)

Number of persons who are proposed to be associated for executing the assignment with names including that of the Team Leader. The Team Leader, once assigned to the Bank should not be replaced except under very exceptional circumstances and always with the consent from the Bank.		Resume of the identified team persons in the format enclosed as CV format to this document.
Details of bid amount paid DD/PO No.....dated Bank..... Drawn on (Branch)..... Amount Rs.....		
PAN number..... VAT number..... Sales tax number..... GST Number.....		
References of few clients	Name- Address- Designation- Contact Phone Numbers- e-mail id-	

Dated this day of2020

(Signature)
 (In the capacity of)

Duly authorized to sign Proposal for and on behalf of

PART - B

Sl No	Particulars	Document to be submitted
1	Standing of firm/Organisation	Documentary Evidence such as Appointment Letter /Confirmation Letter from the Banks
2	Experience in existing TDS Consultancy Assignments in Banks/FIs (including NBFC) which has multistate presence in India.	Documentary Evidence such as Appointment Letter /Confirmation Letter from the Banks
3	Key Resources	Resume with details of service certified by the Firm/Organisation
4	Presentation	Detailed Technical Write-up
5	TIN-FC for filing TDS/TCS Returns which is registered with Income Tax Department	Copy of the Registered TIN-FC issued by the Income Tax Department
6	Unlimited Correction Return Filing	Undertaking letter from Authorised signatory of Bidder.
7	Domain Knowledge in information technology.	Copy of Certificate with details of knowledge level- self certified
	Technical and Functional Specifications	All relevant product information such as user manual, technical specifications sheet etc.

(to be furnished in the Firm's letter head)

Commercial Offer

Place _____
Date _____

To,

The General Manager
Odisha Gramya Bank
Planning & Treasury Department
Head Office
Gandamunda, Khandagiri,
Bhubaneswar- 751030.

Sir/Madam,

We the undersigned offer to provide our services for consultancy for Centralisation of TDS and Compliance thereof in Odisha Gramya Bank in accordance with your RFP Ref No: Planning & Treasury/TDS/RFP/ 01/2019-20 dated 06.03.2020.

Our attached Commercial Offer is for the sum of Rs._____(amount in words and figures). The amount is exclusive of all taxes.

Our Commercial Offer shall be binding upon us and the same is also subject to modification resulting from contract negotiations, up to expiration of the validity period (90 days) of the proposal.

Yours faithfully,

(Name & designation, seal of the firm)

**COMMERCIAL BID
(To be included in Commercial Proposal)**

Date:

Sir,

Request for Proposal for Appointment of Consultants for Centralisation of TDS and compliance thereof in Odisha Gramya Bank.

RFP Ref No: Planning & Treasury/TDS/RFP/ 01/2019-20 dated 06.03.2020

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

	Consultancy Fees Including Out Of Pocket Expenses (Rs)
In figures	
In words	

TERMS AND CONDITIONS:

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

Dated this day of2020

(Signature)

(in the capacity of)

Duly authorized to sign Proposal for and on behalf of

(Undertaking from the bidder on their registered Firm's/Company's/LLP'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, 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 Consultants.

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

Signature and seal of authorized person Date:

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

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

Sl. No	Details of Direct Tax-TDS consultancy services Undertaken in India	Brief Details of the Direct Tax / TDS consultancy services undertaken and the Organization where assignment was undertaken	Period	
			From	To
1				
2				
3				

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

Dated this day of2020

(Signature) (In the capacity of)

Duly authorized to sign Proposal for and on behalf of

(to be furnished in the company's/firm's letterhead)

AUTHORIZATION LETTERFORMAT

Place _____

Date _____

To,

The General Manager
Odisha Gramya Bank
Planning & Treasury Department
Head Office
Gandamunda, Khandagiri,
Bhubaneswar- 751030.

Sir/Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Appointment of Consultant for Centralisation of TDS and compliance thereof in Odisha Gramya Bank.

Mr/Ms.....is hereby authorized to attend the Bid Opening of the above RFP Ref No: Planning & Treasury/TDS/RFP/ 01/2019-20 dated 06.03.2020 on.....on behalf of our Firm/Company.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority

Name of Authorizing Authority

Name of Authorizing Authority

**TO BE SUBMITTED ALONG WITH TECHNICAL BID IN A STAMPED
PAPER OF Rs. 250/-.**
[The Technical Bid without this agreement is liable to be rejected]

PRE CONTRACT INTEGRITY PACT

Between

Odisha Gramya Bank hereinafter referred to as "**The Principal**",
and

..... hereinafter referred to as "**The Bidder
I Contractor**" **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/ s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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 will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 will exclude from the process all known prejudiced

persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act , or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not enter with other Bidders 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 introduce cartelisation in the bidding process.
 - b. 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 purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - c. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly the Bidder(s) / Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s).Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page nos. 6-7)
 - d. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract .
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (page nos. 8-17).

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise 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 as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by 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 agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the Chairman, Odisha Gramya Bank.
 - (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
 - (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interests'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, ODISHA GRAMYA BANK and recuse himself / herself from that case.
 - (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
 - (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this

regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairman, ODISHA GRAMYA BANK within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairman ODISHA GRAMYA BANK, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman ODISHA GRAMYA BANK has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word "Monitor" would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of ODISHA GRAMYA BANK.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of Performance and jurisdiction is the Registered Office of the Principal, i.e. Bhubaneswar
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure , the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

_____ of
(For & On behalf Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

=====

Witness 2:

(Name & Address)

Eligibility criteria –check list

Sl No	Eligibility Criteria	Remarks of the Bidder on the compliance for eligibility
1	The Bidder should be a Partnership Firm/ Company/LLP registered in India.	
2	The Bidder should have minimum 3 full time qualified C.As as partners/directors/full time employees.	
3	The bidder should undertake to carry out unlimited TDS correction Return filing	
4	Bidder should have been, for a period of three (3) years, a regular Practitioner/Consultant for TDS and Direct Taxes related matters, for a minimum of one(1) bank. Bidder should have been in the business of consultancy in India at least for last three (3) years.	
5	The bidder should not have been barred/ black listed/ disqualified by any regulators/ statutory body in India.	
6	Application Fee Rs.1,000/-	
7	Integrity Pact as per Annexure-I	
8	EMD for Rs. 10,000/-	

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

PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing company

**The General Manager
Planning & Treasury Department
Odisha Gramya Bank
Head Office
Bhubaneswar- 751030**

Sir,

Reg.: RFP For Providing End to end solution to handle the TDS compliances of the Bank and switching to a Centralized E-TDS system

This is to certify that M/s(Bidder)has successfully completed the project **TDS RETURN FILING** on _____. Thereafter, the said solution is running successfully in our company from _____ to _____.

The services provided by M/s..... is satisfactory.

The certificate has been issued on the specific request of the company.

Signature of Authorized Signatory

**Name of Signatory:
Designation: Seal
of Company**

LITIGATION CERTIFICATE

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s.....(Bidder) a firm / company incorporated under the Companies Act, 1956 with its headquarters at.....(Office of the Bidder) is not involved in any litigation which threatens solvency of the company.

Dated

Signature of CA/Statutory Auditor

**Name of CA/Statutory Auditor:
Designation: Seal
of Company**

UNDERTAKING FOR NON- BLACKLISTED FIRM/LLP/COMPANY

To be provided on letter head of the Bidder's Company

**The General Manager
Planning & Treasury Department
Odisha Gramya Bank
Head Office Bhubaneswar-
751030**

Sir,

We, M/s.....(Bidder) a company incorporated under the Companies Act, 1956 with its headquarters at,(Address of the Bidder) do hereby confirm that we have not been blacklisted/ debarred by any Bank/Government Organization in India during last 3 years.

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

Dated

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

**Name of Signatory:
DESIGNATION:
Seal of Company**

